VILLAGE OF PALATINE

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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

MARCH 18, 2024

Regular Meeting **7:00 PM**

I. ROLL CALL – Time: 7:00 PM

Attendee Name	Title	Status	Arrived
Jim Schwantz	Mayor	Present	
Tim Millar	District 1 Councilman	Present	
Scott Lamerand	District 2 Councilman	Present	
Doug Myslinski	District 3 Councilman	Absent	
Greg Solberg	District 4 Councilman	Late	7:10 PM
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 Nicholas Standiford, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief Dave Daigle, Fire Chief Patrick Gratzianna, IT Director Larry Schroth, Director of Finance Paul Mehring, and Director of Human Resources Pam Jackson

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

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

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

1. Village Council & Committee of the Whole - Regular Meeting - March 11, 2024 - **Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Kozlowski, Helms
ABSENT:	Myslinski, Solberg

IV. MAYOR'S REPORT – Time: 7:00 PM

1. As Submitted **-**

Friday, March 22: 4 PM - 7 PM (Continuing every Friday through March 22)
Knights of Columbus Fish Fry
St. Thomas of Villanova Rowley Center

Friday, March 22 and 29: 5:45 PM - 8 PM (Continuing every Friday through March 29)
American Legion Fish Fry
American Legion

Saturday, March 23: 1 PM - 5 PM
Fundraiser for Megan Claire Casey Scholarship
Durty Nellie's

Thursday, March 28: 12 PM - 6 PM
Palatine Board of Health Community Blood Drive
Village Hall

Monday, April 8: 12:30 PM - 3:30 PM
Harper College Eclipse Event
Harper Quad

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

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

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

VI. COMMITTEE OF THE WHOLE

A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:01 PM

BRAD HELMS, CHAIRMAN

1. Consider a Motion Granting Preliminary Planned Development Approval to Allow a New Four-Unit Residential Building in Combination with an Existing Four-Unit Residential Building at 204-216 & 222 W. Palatine Road **- Approved by Voice Vote** (Council District: Six)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Preliminary Planned Development to allow a new 4-Unit apartment building, shared driveway, and parking lot. The proposed building complies with the underlying R-3 multifamily, except for the proposed 25 foot front yard setback (minimum required 30 feet). Staff had recommendations including rear fencing behind parking area, one unit being ADA accessible, coordinating building elevation with buildings in the area and support moving forward through the Planned Development process. With one resident concern about stormwater runoff, the Planning & Zoning Commission voted unanimously to approve and staff concurs.

Councilman Helms asked about having a similar look on the east looking north and a concern about water runoff which the Village engineer previously assured him there was no problem.

Vyverberg stated these are preliminary plans and many changes may take place prior to final.

In response to Councilman Millar, Vyverberg suggested shared garbage in two locations.

Councilman Kozlowski asked about the impact of Palatine Road traffic.

Councilman Millar asked about the lack of a bathroom in the living area.

Mark Silver, 1642 Balmoral Circle, Inverness, the petitioner, said he was moving the half bath to the living level. He is cognizant of the view from Palatine Road. He is not tied into the draft architecture and will add something to the end units.

JW Harwell, 204 W. Palatine Road, supported Mark Silver's proposal.

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

2. As Submitted **-**

   Nothing was submitted.

B. POLICE POLICY & CODE SERVICES COMMITTEE

TIM MILLAR, CHAIRMAN

1. Consider an Ordinance Rezoning the Property to R-2 Single-Family and a Resolution Approving the Preliminary & Final Plat of Subdivision to Allow a Three-Lot Subdivision at 158 W. Aldridge Avenue **- Motion Carried by Voice Vote** (Council District: Two)

   Director of Community Development Mike Jacobs outlined the history of the annexations, variety of lots, and zoning changes. The proposed 3-lot subdivision mirrors the west portion of the block.

   Planning & Zoning Director Ben Vyverberg presented the petitioner's request to rezone the property to R-2 Single-Family residential and a preliminary/Final Plat of Subdivision to permit a 3-lot Single-family Residential Development. Although not currently served by public utilities, the proposed lots would connect to Village sewer and water. Petitioner seeks a waiver from installing sidewalks. Alternate sidewalk plans were not acceptable to staff, but staff supports cash in lieu of sidewalk fees for the Aldridge Avenue frontage. Staff supports the planting of parkway trees. Residents voiced concerns about R-2 subdivisions in the area, a request not to install sidewalks, and references to the annexation process. The Planning & Zoning Commission voted 4-3 to approve the Rezoning and Preliminary & Final Plat of Subdivision. Staff concurs with this recommendation subject to the conditions of including parkway trees and a sidewalk installed along S. Brockway Street frontage and cash in lieu of sidewalks for Aldridge Ave. frontage.

   Councilman Millar suggested that for lots 1, 2, and 3 a 12.5-foot setback instead of 10 feet to help mitigate the change from R1 to R2.

   Gary Wronkiewicz and son Jeff, provided history of the neighborhood named for a neighbor. Jeff stated the business has been in operation since 1987, he is also a coach at Fremd. The family is a Palatine family. They are proposing to fit into the neighborhood with this proposal. They have saved trees between the houses. Most of the neighbors oppose sidewalks to maintain the country feel. At the end of Plum Grove Estates, a sidewalk terminates. Gary stated that he has not found previous cash in lieu of sidewalks in that area.

   Councilman Lamerand stated it makes sense to continue along Brockway.

   Village Manager Reid Ottesen stated that cash in lieu of sidewalks would be in effect along W. Aldridge.

   Councilman Solberg prefers sidewalk on both streets, if there is a sidewalk, people will walk on it.

   Ottesen confirmed it is in the conditions.

Frank Skorski, 145 W. Bryant, near the Wronkiewicz's. Their concern is the precedent of once we allow any developer to come in and go from R1 to R2. The large lots will be subdivided to two small lots with rezoning. He said don't worry about a sidewalk, do not rezone, and maintain larger R1 lots.

In response to Councilman Solberg, Ottesen stated the power lines will meet code but will not be underground.

Ottesen stated staff is sensitive to rezoning.

Jacobs noted that any subdivision would necessarily be a corner lot.

Ottesen offered a condition of a side yard separation to be 25 feet between houses to allow for saving trees. Wronkiewicz favored this.

RESULT:	**MOTION CARRIED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. Consider an Ordinance Amending Chapter 3 Alcoholic Beverages of the Palatine Code of Ordinances **- Motion Carried by Voice Vote**

   Village Manager Reid Ottesen recommended the proposed Amendments to Chapter 3 Code of Ordinances:

- adding definitions to include Alcohol Beverage Seller and Server (ABSS) permit and alcopop,
- clarifying that Managers and Assistant Managers who are required to obtain an ABSS permit must also be listed on the liquor license application,
- adding veterans' organization as an eligible entity for a Class D liquor license,
- setting the fee for a Class E Liquor License application at $50.

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

3. As Submitted **-**

   Nothing was submitted.

C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:45 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider a Motion Approving a Water Service Agreement with All-In Hospitality Group (Ancho Agave) at 20506 N. Rand Road **- Approved by Voice Vote**

   Based on the 1999 Palatine and Deer Park Intergovernmental Agreement, Public Works Director Matt Barry recommended approval of a motion authorizing the Mayor to execute a Water Service Agreement with All-In Hospitality Group (Ancho Agave).

   Garry Bauman, Chicago, was present as engineer for this project.

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

2. Consider a Request for Temporary Street Closures for the Twin Lakes New 'Aquathon' on June 23, 2024 **- Approved by Voice Vote**

   Deputy Village Manager Hadley Skeffington-Vos recommended approval of Twin Lakes new "Aquathon" on June 23, 2024. This is a 700-meter swim and a 3.1 mile run, which requires the closure of Palatine Frontage Road requiring Village approval prior to requesting IDOT approval. The event sponsor will be responsible for all Village services at this event.

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

3. Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance to Permit a 'Church Picnic' Sponsored by the American Ukrainian Youth Association and the Immaculate Conception Church on June 8 - 9, 2024 at 136 E. Illinois Avenue **- Approved by Voice Vote** (Council District: Two)

Deputy Village Manager Hadley Skeffington-Vos presented the American Ukrainian Youth Association of Palatine and the Immaculate Conception Church request for approval of a waiver of the Village's Sound Amplification Ordinance for services and performances on Saturday, June 8 (3 - 11 PM) and Sunday, June 9 (Noon to 10 PM), primarily located in the Church parking lot and the adjacent vacant land. Shuttle service will be available from Northrop to the event. The Village will post parking restrictions/prohibitions along portions of Illinois and Michigan Avenues and Benton Street to ensure emergency vehicle access.

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

4. Consider a Motion to Approve Items Related to the Village of Palatine's 2024 Street Fest **- Approved by Voice Vote** (Council District: Six)

   Village Manager Reid Ottesen presented all that is involved in hosting Street Fest and the impact of the weather on success and recommended approval of 2024 Downtown Palatine Street Fest recognizing future need to scale back and consider cost and means to offset increasing costs in the future.

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

5. Consider a Motion to Authorize the Village Manager to Enter into an Agreement with Park Consulting Group for Tyler Technologies Energov Consulting Services **- Approved by Voice Vote**

   Village Manager Reid Ottesen recommended authorizing the Village Manager to enter into an agreement with Park Consulting Group for Tyler Technologies Energov consulting services.

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

6. As Submitted **-**

   Nothing was submitted.

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:50 PM

GREG SOLBERG, CHAIRMAN

1. Consider a Motion Approving the Preliminary Plan for an Addition and Remodeling of Fire Station 82 **- Approved by Voice Vote**

   Public Works Director Matt Barry presented the proposed 4,022 square foot addition to Station 82 for Fire Department Administrative Offices with options to include replacement of existing HVAC, with alternatives for updating the kitchen, locker rooms, and day room. Staff recommends approving the Design Development plan and proceeding with construction documents and bidding. American Rescue Plan (ARPA) funds in the amount of $2,947,000 have been appropriated in the Capital Improvement Budget for this project.

   Mayor Schwantz congratulated staff for the incredible forethought to use the recovery funds and to get as much included, decking, reroofing, and incorporating the addition visually.

   Councilman Millar asked about the community garden and Village Manager Reid Ottesen stated it will be relocated.

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

2. As Submitted **-**

   Nothing was submitted.

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

SCOTT LAMERAND, CHAIRMAN

1. Consider a Motion Waiving the Bid Process and Authorizing the Village Manager to Enter Into a Sole Source Purchase for a New Ambulance **- Approved by Voice Vote**

   Fire Chief Patrick Gratzianna explained how this proposal will save about $100,000 by waiving of the bid process and authorizing the Village Manager to enter into a sole source purchase of a new Braun ambulance with Braun Industries, Inc., for $315,324. The high quality of the rest of the fleet since 2013, and reusing the existing patient compartment on the new 2026 International MV chassis will contribute to the cost savings.

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

2. As Submitted **-**

   Nothing was submitted.

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:56 PM

DOUG MYSLINSKI, CHAIRMAN

In the absence of Chairman Myslinski, Vice Chairman Solberg chaired the Infrastructure & Environment Committee.

1. Consider a Motion Authorizing the Village Manger to Execute a Proposal for a Lead Service Line Inventory **- Approved by Voice Vote**

   Public Works Director Matt Barry recommended authorizing the Village Manager to execute a proposal for a lead service line inventory using a Grant of $50,000 which would fully cover the engineering costs focusing on selecting a subcontractor to inspect water service line material at select locations, updating the lead service line inventory, and submitting the revised inventory to the IEPA. Staff recommends authorizing the Village Manager to execute the proposal from Robinson Engineering for a lead service line inventory in the not-to-exceed amount of $50,000.

   Barry confirmed that this will be the conclusion of this identifying inventory.

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

2. Consider an Ordinance Amending Chapter 16 - Construction and Maintenance of Facilities in the Public Rights-of-Way of the Village of Palatine's Code of Ordinances **- Approved by Voice Vote**

   Public Works Director Matt Barry recommended amendments to address nursery and tree management standards and abatement of dangerous trees. This includes permit application and review through the Village's electronic software system, inclusion of The American Standard for nursery stock, tree care management standards, the Village's deciduous parkway tree specifications; and the time frame for property owners to abate a dangerous tree or limb, which is clarified to be within ten days upon notice.

Staff recommends approval of the text amendments.

In response to Councilman Solberg, Barry stated silver maples are in decline.

RESULT:	**APPROVED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

3. As Submitted **-**

   Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 8:00 PM

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

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

VIII.CONSENT AGENDA

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

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

1. Consider a Motion to Approve 2024 Warrant #6 **- Approved**

2. Consider a Motion Granting Preliminary Planned Development Approval to Allow a New Four-Unit Residential Building in Combination with an Existing Four-Unit Residential Building at 204-216 & 222 W. Palatine Road **- Approved** (Council District: Six)

3. Consider an Ordinance Rezoning the Property to R-2 Single-Family and a Resolution Approving the Preliminary & Final Plat of Subdivision to Allow a Three-Lot Subdivision at 158 W. Aldridge Avenue **- Approved** (Council District: Two)

   Ordinance #O-25-24
   Resolution #R-10-24

4. Consider an Ordinance Amending Chapter 3 Alcoholic Beverages of the Palatine Code of Ordinances **- Approved**

   Ordinance #O-26-24

5. Consider a Motion Approving a Water Service Agreement with All-In Hospitality Group (Ancho Agave) at 20506 N. Rand Road **- Approved**

6. Consider a Request for Temporary Street Closures for the Twin Lakes New 'Aquathon' on June 23, 2024 **- Approved**

7. Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance to Permit a 'Church Picnic' Sponsored by the American Ukrainian Youth Association and the Immaculate Conception Church on June 8 - 9, 2024 at 136 E. Illinois Avenue **- Approved** (Council District: Two)

8. Consider a Motion to Approve Items Related to the Village of Palatine's 2024 Street Fest **- Approved** (Council District: Six)

9. Consider a Motion to Authorize the Village Manager to Enter into an Agreement with Park Consulting Group for Tyler Technologies Energov Consulting Services **- Approved**

10. Consider a Motion Approving the Preliminary Plan for an Addition and Remodeling of Fire Station 82 **- Approved**

11. Consider a Motion Waiving the Bid Process and Authorizing the Village Manager to Enter Into a Sole Source Purchase for a New Ambulance **- Approved**

12. Consider a Motion Authorizing the Village Manger to Execute a Proposal for a Lead Service Line Inventory **- Approved**

13. Consider an Ordinance Amending Chapter 16 - Construction and Maintenance of Facilities in the Public Rights-of-Way of the Village of Palatine's Code of Ordinances **- Approved**

    Ordinance #O-27-24

14. Consider a Resolution for Salt Creek Park District to use Frontage Road for their Twin Lakes Aquathon on Sunday, June 23, 2024 **- Adopted by Roll Call**

    Resolution #R-11-24

15. Consider a Motion Adopting the Village of Palatine's Official 2024 Zoning Map **- Approved**

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 8:01 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted **-**

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 8:01 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted **-**

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted **-**

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted **-**

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted **-**

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 8:01 PM

TIM MILLAR, CHAIRMAN

1. Reconsider the Special Use Application for a Fence at 885 W. Dorchester **- Motion Carried by Voice Vote**

Councilman Millar moved to reconsider the request of the resident at 885 W. Dorchester for a Special Use for a 5-foot-tall fence set back 10 feet (minimum 20 feet) located in a side yard abutting Crescent Avenue.

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

2. Motion to Continue the Special Use Fence Application at 885 W. Dorchester to April 1 - Police Policy & Code Services Standing Committee **- Motion Carried by Voice Vote**

   The Special Use application for a fence located at 885 W. Dorchester is scheduled to be continued on April 1, 2024 at the Police Policy & Code Services Standing Committee.

RESULT:	**MOTION CARRIED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

3. As Submitted **-**

   No Report

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER – Time: 8:03 PM

1. As Submitted **-**

   No Report

B. VILLAGE CLERK – Time: 8:03 PM

1. As Submitted **-**

   Clerk Duer announced the Primary Election Day is tomorrow.

C. VILLAGE ATTORNEY – Time: 8:03 PM

1. As Submitted **-**

   No Report

XI. CLOSED SESSION AS REQUIRED – Time: 8:03 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE

No one came forward.

XIII.ADJOURNMENT – Time: 8:03 PM

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

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

Submitted by:

Margaret R. Duer
Village Clerk

VILLAGE OF PALATINE

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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

MARCH 11, 2024

Regular Meeting **7:00 PM**

I. ROLL CALL – Time: 7:00 PM

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

Also Present:
Village Clerk Marg Duer, Village Manager Reid Ottesen, Village Attorney Patrick Brankin, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Deputy Police Chief Bill Nord, Fire Chief Patrick Gratzianna, IT Assistant Director Rhonda Malcolm, Director of Finance Paul Mehring, and Director of Human Resources Pam Jackson

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

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

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - March 4, 2024 - **Accepted**

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

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. As Submitted **-**

Mayor Schwantz announced upcoming events:

March 4 through March 18: Mon. to Sat. 9 AM - 5 PM; Sun. 10 AM - 4 PM
Early Voting for the March 19, 2024 Presidential Primary Election
150 W. Wilson Street - Village Hall is not a voting site

Thursday, March 14: 7 PM - 9 PM
District 1 & District 2 Spring Residents' Meeting - Hosted by Councilman Lamerand and Councilman Millar
Village Hall Council Chambers

Thursday, March 14: 4 PM - 6 PM
Umbrellas of Hope Fundraiser (POC - Partners for Our Communities)
Barrington White House

Friday, March 15: 4 PM - 7 PM (Continuing every Friday through March 22)
Knights of Columbus Fish Fry
St. Thomas of Villanova Rowley Center

Friday, March 15: 5:45 PM - 8 PM (Continuing every Friday through March 29)
American Legion Fish Fry
American Legion

V. RECESS TO THE COMMITTEE OF THE WHOLE

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

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

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:02 PM

TIM MILLAR, CHAIRMAN

1. Consider an Ordinance Granting a Special Use to Permit a Massage Therapy Business at 90 W. Northwest Highway **- Motion Carried by Voice Vote** (Council District: Six)

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

Planning & Zoning Director Ben Vyverberg presented the petitioner, Red Sun Massage's request for a Special Use to permit a massage therapy business located at 90 W. Northwest Highway. Four treatment rooms and a small reception area are planned with 2 - 3 licensed massage therapists per day. The Planning & Zoning Commission voted unanimously to approve and staff concurs. Vyverberg added that as always, Police completed a background check on employees.

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

2. Consider an Ordinance Granting a Special Use to Permit a Fence to be Located in the Side Yard Abutting a Street at 885 W. Dorchester Road **- Motion Failed by Roll Call** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Special Use to permit a 5' tall solid wood fence, set back 10' (minimum 20') from the side yard lot line abutting crescent Avenue. The fence would transition to 6' tall along the southern shared property line. Landscaping is required. The Planning & Zoning Commission voted unanimously to approve the Special Use and staff concurs.

Councilman Millar expressed his opposition to solid 6' fences but understands the intent.

RESULT:	**MOTION FAILED BY ROLL CALL [3 TO 4]**
MOVER:	Jim Schwantz, Mayor
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Lamerand, Kozlowski
NAYS:	Millar, Myslinski, Solberg, Helms

3. 23 E. Northwest Highway:

The motion was to approve both Items A. and B.

Planning & Zoning Director Ben Vyverberg presented Brian Kim's request for a Special Use to permit an all-you-can-eat Asian restaurant, Kimpro Sushi, with a beer and wine liquor license. The Planning & Zoning Commission voted unanimously to approve the Special Use, and staff concurs. Vyverberg presented the request to increase the number of Class G Liquor licenses by one.

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

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

A. Consider an Ordinance Granting a Special Use to Permit a Restaurant with Liquor Service at 23 E. Northwest Highway **- Approved** (Council District: Six)

B. Consider an Ordinance Increasing the Number of Class G (Restaurant - Beer & Wine) Liquor Licenses by One for Kimpro Sushi Located at 23 E. Northwest Highway **- Approved** (Council District: Six)

4. Consider an Ordinance Granting a Special Use Amendment to Ordinance O-047-14 to Permit Alterations to the Approved Floor Plan and Business Plan for Cook, Cork & Fork at 32-34 W. Palatine Road **- Motion Carried by Voice Vote** (Council District: Six)

   Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Special Use Amendment to permit the alteration of the approved floor plan and business plan to include the addition of a wine bar. The Special Use ordinance reflects additional requirements regarding the amended business plan, expanded menu, adjusted business hours. The Planning & Zoning Commission voted unanimously to approve the Special Use Amendment to permit the proposed alterations of the approved floor plan and business plan for Cook, Cork & Fork and staff concurs.

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

5. As Submitted **-**

   Nothing was submitted.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:10 PM

BRAD HELMS, CHAIRMAN

1. Consider an Ordinance Granting a Final Planned Development and a Resolution Approving a Preliminary and Final Plat of Subdivision for the Property at 37 N. Plum Grove Road **- Motion Carried by Voice Vote** (Council District: Six)

   Planning & Zoning Director Ben Vyverberg presented the developer's request for approval of a Final Planned Development and Preliminary and Final Plat of Subdivision allowing five single-family residential lots at 37 N. Plum Grove Road with completed final engineering, architectural, and landscaping plans.

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

As a condition of review, staff recommends the landscaping plans be revised in a manner acceptable to the Village to include additional plantings on the north side of the property. The Petitioner has agreed to this condition. The Planning & Zoning Commission voted 6-1 to approve the Final Planned Development and Preliminary and Final Plat of Subdivision, and staff concurs. Vyverberg added that the Village Engineer indicates that the access from Plum Grove Road offers acceptable clearance.

Councilman Helms asked about garbage truck pick up.

Vyverberg stated It was determined that there is clearance for the garbage truck on Plum Grove.

Councilman Millar asked about a fence to privatize the existing neighbor to the north. Vyverberg stated they did not request a solid fence and landscaping would be appropriate. Snow removal may have to be off site.

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

2. As Submitted **-**

   Nothing was submitted.

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:16 PM

DOUG MYSLINSKI, CHAIRMAN

1. Consider a Motion to Award a Contract for the 2024 Sewer Rehabilitation Program **- Approved by Voice Vote**

   Public Works Director Matt Barry presented this year's expanded sliplining program of approximately 4,472 feet of sanitary sewer and 2,865 feet of storm sewer. Barry recommended awarding the contract for the 2024 Sewer Rehabilitation Program (CIPP) to the low responsive and responsible bidder Visu-Sewer in the amount of $339,594.

   In response to Councilman Myslinski, Barry stated the sliplining process reduces the pipe by a slight fraction in diameter without impacting flow, but adding longevity to the pipe.

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

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

2. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Extensions Project **- Approved by Voice Vote** (Council District: Three)

   Public Works Director Matt Barry recommended engineering services to prepare for the installation of a water main extension and to include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

   Staff recommends authorizing the Village Manager to execute the proposal from Doland Engineering for design engineering services for the 2024 Water Main Extensions Project not-to-exceed $89,335.

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

3. As Submitted **-**

   Nothing was submitted.

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:18 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider an Ordinance Amending Chapter 12 - Offenses And Miscellaneous Provisions of the Village of Palatine's Code of Ordinances **- Approved by Voice Vote**

   Public Works Director Matt Barry recommended amending Chapter 12 - Offenses and Miscellaneous Provisions of the Code. As part of the comprehensive review of the Village Code, updates are recommended to prohibited plants and weeds. Reference is added to the Illinois Noxious Weed Law and the Illinois Exotic Weed Act.

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

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

2. As Submitted -

Nothing was submitted.

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:18 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

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

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING

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

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

VIII.CONSENT AGENDA

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

The motion was to approve Items 1 and 3-9, removing Item 2 to Police Policy & Code Services Standing Committee.

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

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

1. Consider an Ordinance Granting a Special Use to Permit a Massage Therapy Business at 90 W. Northwest Highway **- Approved** (Council District: Six)

   Ordinance #O-19-24

2. Consider an Ordinance Granting a Special Use to Permit a Fence to be Located in the Side Yard Abutting a Street at 885 W. Dorchester Road **- Approved** (Council District: One)

   This item was removed from the Consent Agenda to be heard at the Police Policy and Code Services Standing Committee.

3. Consider an Ordinance Granting a Special Use to Permit a Restaurant with Liquor Service at 23 E. Northwest Highway **- Approved** (Council District: Six)

   Ordinance #O-20-24

4. Consider an Ordinance Increasing the Number of Class G (Restaurant - Beer & Wine) Liquor Licenses by One for Kimpro Sushi Located at 23 E. Northwest Highway **- Approved** (Council District: Six)

   Ordinance #O-21-24

5. Consider an Ordinance Granting a Special Use Amendment to Ordinance O-047-14 to Permit Alterations to the Approved Floor Plan and Business Plan for Cook, Cork & Fork at 32-34 W. Palatine Road **- Approved** (Council District: Six)

   Ordinance #O-22-24

6. Consider an Ordinance Granting a Final Planned Development and a Resolution Approving a Preliminary and Final Plat of Subdivision for the Property at 37 N. Plum Grove Road **- Approved** (Council District: Six)

   Ordinance #O-23-24
   Resolution #R-9-24

7. Consider a Motion to Award a Contract for the 2024 Sewer Rehabilitation Program **- Approved**

8. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Extensions Project **- Approved** (Council District: Three)

9. Consider an Ordinance Amending Chapter 12 - Offenses And Miscellaneous Provisions of the Village of Palatine's Code of Ordinances **- Approved**

   Ordinance #O-24-24

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

   No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

   No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

   No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted -

   No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

   No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

TIM MILLAR, CHAIRMAN

1. Approve SU to Permit a Fence at 885 W. Dorchester Road **- Motion Failed by Roll Call**

   This item failed in Committee.

   Village Manager Reid Ottesen noted staff was meeting with the petitioner and suggested the petitioner could bring it back for reconsideration.

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

RESULT:	**MOTION FAILED BY ROLL CALL [1 TO 5]**
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Kozlowski
NAYS:	Millar, Lamerand, Myslinski, Solberg, Helms

2. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted -

No Report

B. VILLAGE CLERK

1. As Submitted -

Clerk Duer reported on the on-going Early Voting at 150 West Wilson Street, through Monday, March 18.

The Official Presidential Primary Election Day is Tuesday, March 19, when voters will cast their ballots at their polling places which can be found with a sample ballot at www.cookcountyclerk.com

Polls will be open from 6 AM to 7 PM on Election Day.

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.

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

XIII.ADJOURNMENT – Time: 7:23 PM

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

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

Submitted by:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Mar 11, 2024 7:00 PM (APPROVAL OF MINUTES)

Consider a Motion Granting Preliminary Planned Development Approval to Allow a New Four-Unit Residential Building in Combination with an Existing Four-Unit Residential Building at 204-216 & 222 W. Palatine Road

BACKGROUND:
The Subject Properties contain approximately 21,780 sq. ft. (0.5 acres) and are currently zoned R-3 Multi-Family. The property at 222 W. Palatine Road contains an existing single-family home and the easterly property at 204-216 W. Palatine Road property contains a 4-unit apartment building and associated parking lot. The proposed new 4-unit building will have a north-south orientation, with a shared parking lot and driveway providing access for both buildings. Therefore, the Petitioner is requesting approval of the following:

Preliminary Planned Development to permit a new 4-unit building, with a shared driveway and parking lot, while maintaining the existing 4-unit building at 204-216 W. Palatine Road.

KEY ISSUES:

- In addition to the Subject Property, all of the surrounding properties in this area are zoned R-3 Multi-Family, with the exception of the Brownstones along Smith Street, which are zoned Planned Development. The proposed building complies with the underlying R-3 setbacks, with the exception of the minimum required front yard setback of 30 feet (25 feet proposed). That said, the proposed front yard setback of 25' is comparable to the established front yard setbacks of many existing properties in the area.
- The proposed three-story, 4-unit building is 64’ by 34’ (approximately 2,176 square feet for each unit). The floor plan contemplates 2 BR, 2 bathrooms, an office, a kitchen, and a living room. The building orientation faces the existing 4-unit building to the east and would share a 22-foot drive aisle. There would be 8 additional parking spaces to the north in a new parking lot constructed on the north side of both lots. Per Code, if the final architectural plans include a roof height of greater than 30 feet, the required driveway would have to be a minimum of 26 feet.
- The proposed density (both lots combined) is 10 units/acre, in compliance with the R-3 requirements. This is a lower density than the two properties directly west (20 & 15 units/acre) and two properties directly across Palatine Road (both 18 units/acre). There are also two multi-family buildings on Slade Street, directly northwest of the Subject Property, which both have densities of 20 units/acre. Therefore, the proposed is both compliant and lower than the surrounding multi-family properties.
- The new building provides 4 garage parking spaces and 4 single spaces in front of the garages. By code, 9 spaces are required for the proposed new building and 8 spaces for the existing building (17 total spaces). The proposed plan shows a total of 20 spaces, exceeding the Code requirement. As part of Final Planned Development, Staff would recommend eliminating any landscaped separations between the proposed driveways for the new 4-unit building, due to the narrowness and maintenance feasibility.
- For Final Planned Development, Staff would also recommend that a 6-foot solid

fence is either installed or maintained around the parking lot area.

- All of the existing utilities are in place and available for access in the ROW on the south side of Palatine Road. An IDOT permit would be required to access the utilities. Additionally, the final storm water detention or site runoff volume control requirements would be further determined through the Final Planned Development and engineering review. Multi-family developments 0.5 acres or greater are required to follow the WMO requirements.
- In addition to the Chapter 6 requirements (Monotony Code), the initial staff review comments directed that the proposed building elevations should also coordinate with the property to the east and some of the other newer comparable projects in the area. Staff also noted that at least one of the new units will have to be ADA accessible.
- The Petitioner is attempting to determine the feasibility of moving forward with the proposed improvements. Staff concurs that reviewing these properties comprehensively through the Planned Development process is appropriate, as opposed to attempting to seek separate zoning relief for each property.

ALTERNATIVES:

1. Approve the Preliminary Planned Development to allow a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.
2. Do not approve the Preliminary Planned Development to allow a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.

RECOMMENDATION:

Public Hearing**:**	PZC meeting on February 27, 2024.
Residents testifying:	1: Questions about stormwater management for the site.
Vote:	The PZC voted unanimously to approve the Preliminary Planned Development, and Staff concurs with this recommendation.

ACTION REQUIRED:

A motion to approve the Preliminary Planned Development for a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.

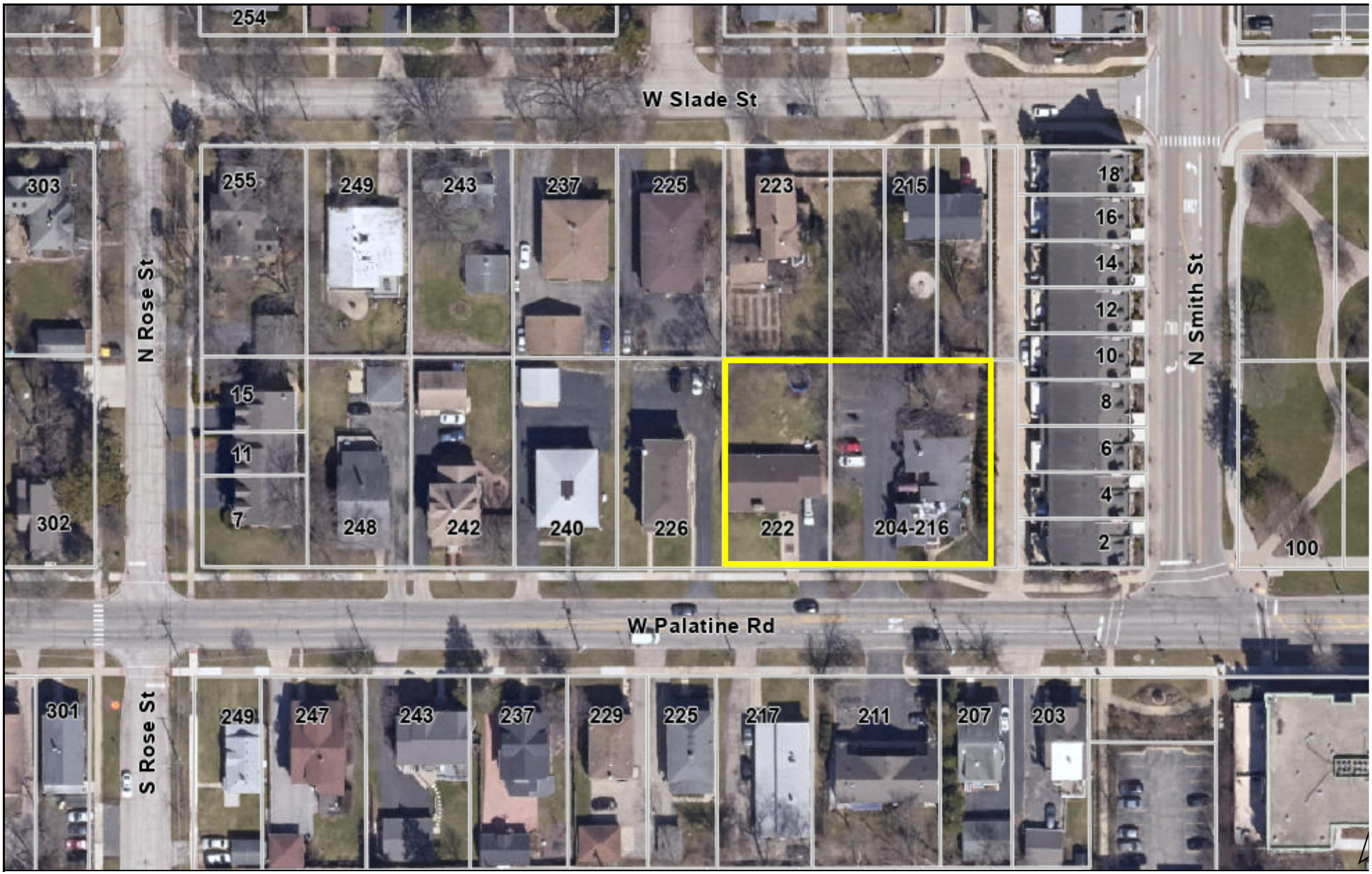
ATTACHMENTS:

- Aerial Map
- PPD recommended conditions
- EXHIBIT - Site Plan and Aerial Site Plan
- EXHIBIT - Preliminary Conceptual Elevations- Floorplans
- Proposed and Surrounding density/acre (Staff)
- Surrounding FY setbacks, lot area, and density (Staff)
- PZC Packet 2-27-24

- PZC Minutes
- Public Notice

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

GISConsortium | **Map Title**



0 150 300 ft

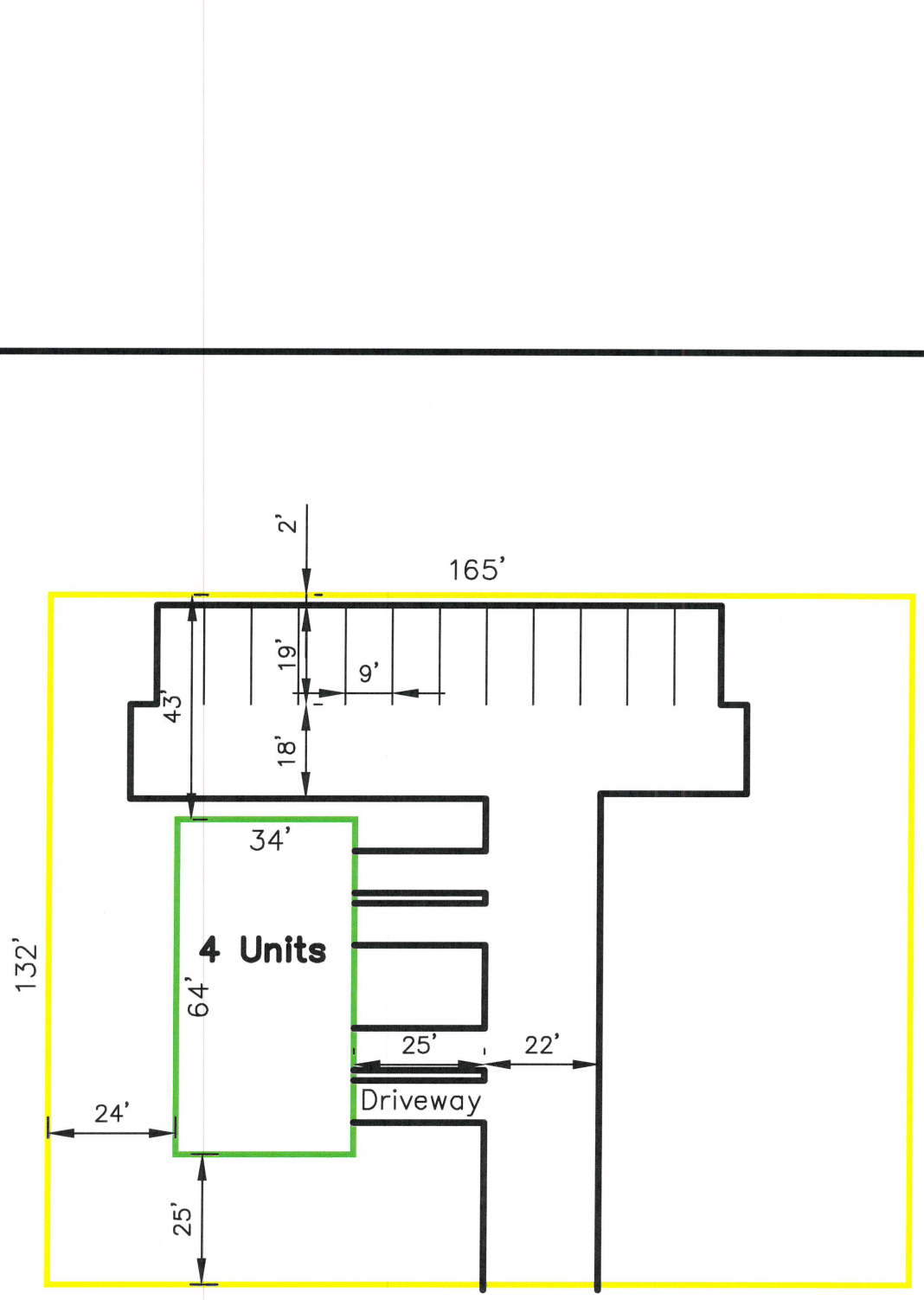
Print Date: 3/6/2024

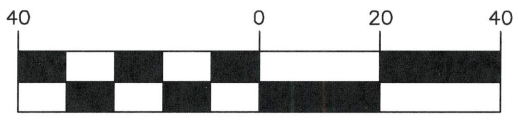
Notes

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.

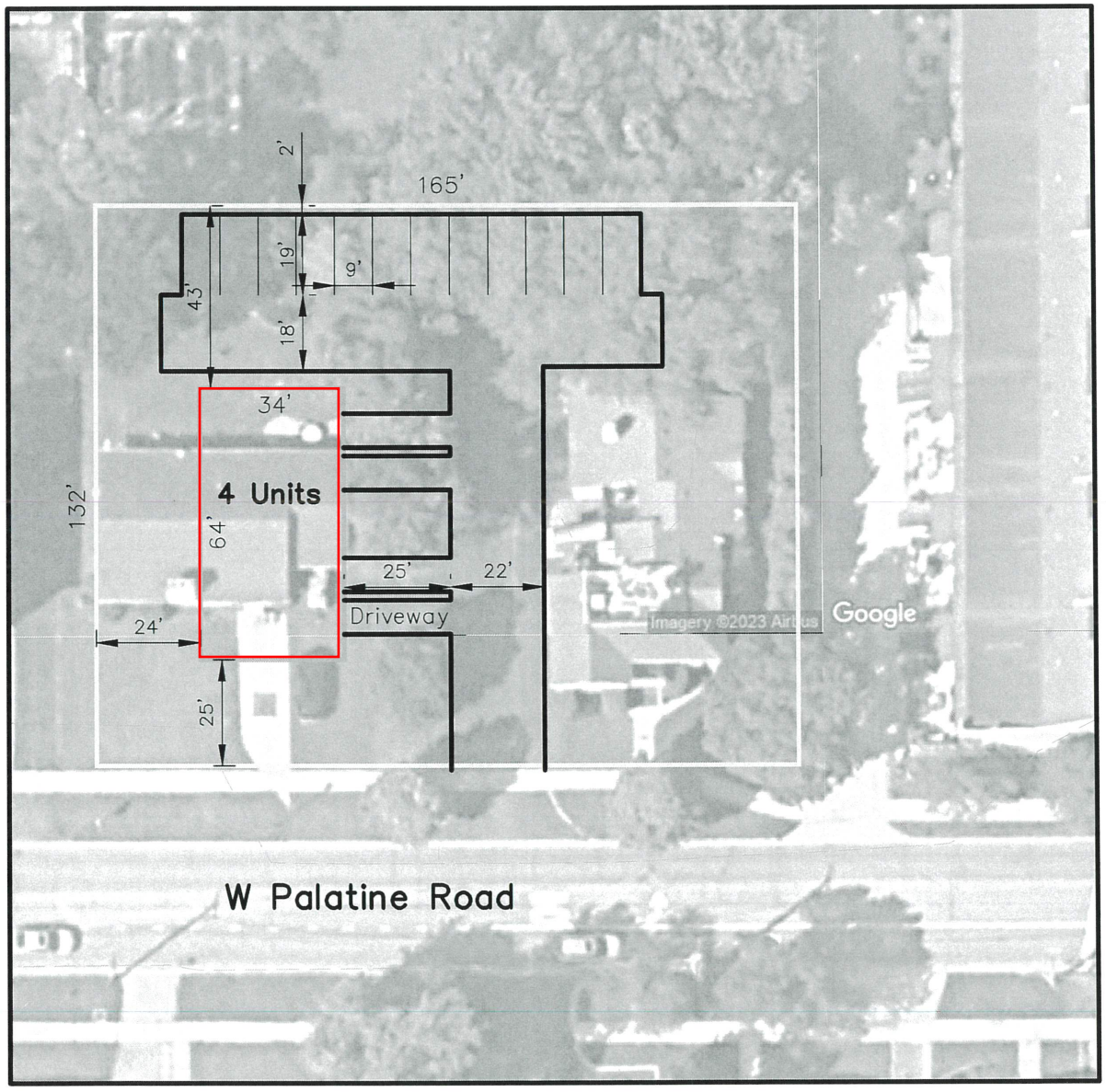
Attachment: Aerial Map (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

1. The Final Engineering Plans and Final Engineer's Cost Estimate shall be submitted and revised in a manner acceptable to the Village Engineer and Director of Planning and Zoning.
2. The final architectural and material elevation plans shall be submitted in a manner acceptable to the Village and in coordination with the attached submitted plans (Brunier & Associates, INC.), except as such plans shall be except as such plans may be revised to conform to Village Codes and Ordinances.
3. If required, a Public Improvement letter of credit or appropriate security shall be submitted in a manner acceptable to the Village Engineer.
4. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
5. A shared driveway access easement shall be prepared and submitted in a manner acceptable to the Village Attorney and Director of Planning and Zoning. The access drive may also have to be noted as no parking on either side, as part of the Fire Prevention Final Planned Development review of the final driveway plan.
6. Recording fees in the amount of $300 shall be submitted.
7. A construction management plan indicating the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer and Director of Planning and Zoning.
8. All required extra agency permits shall be submitted in manner acceptable to the Village Engineer.
9. The required Panned Development letter of credit shall be submitted in a manner acceptable to the Director of Planning and Zoning.





Attachment: EXHIBIT - Site Plan and Aerial Site Plan (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)



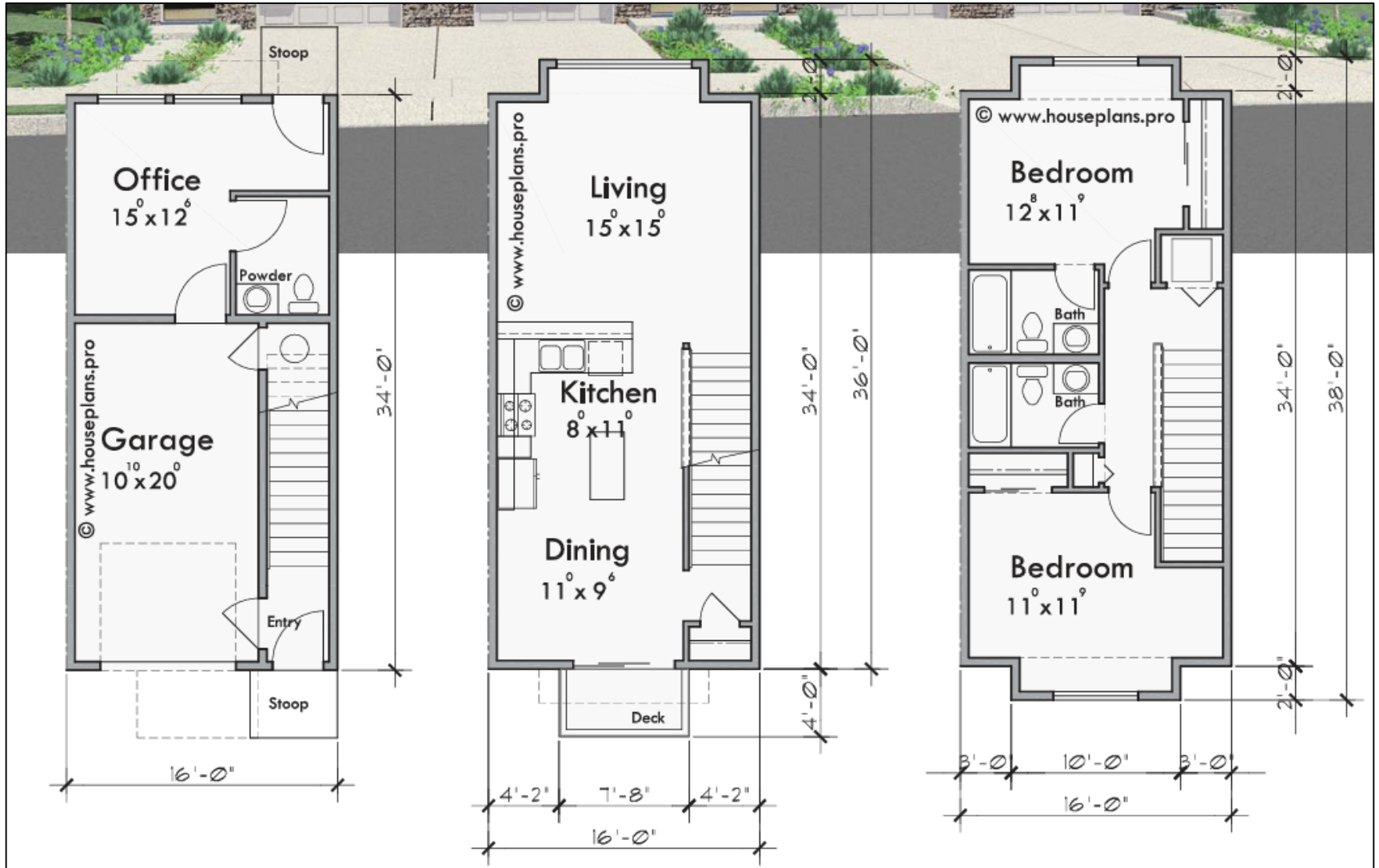
40 0 20 40

(IN FEET)
1 inch = 40 ft.

Attachment: EXHIBIT - Site Plan and Aerial Site Plan (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)







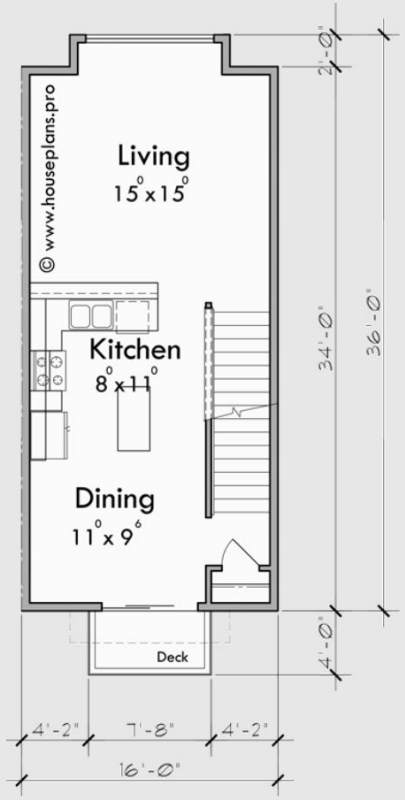
First Floor	297 SQ. FT.	Total Area	1365 SQ. FT.
Second Floor	546 SQ. FT.	Garage	230 SQ. FT.
Third Floor	522 SQ. FT.		

www.houseplans.pro by Bruinier & associates, inc. building designers©

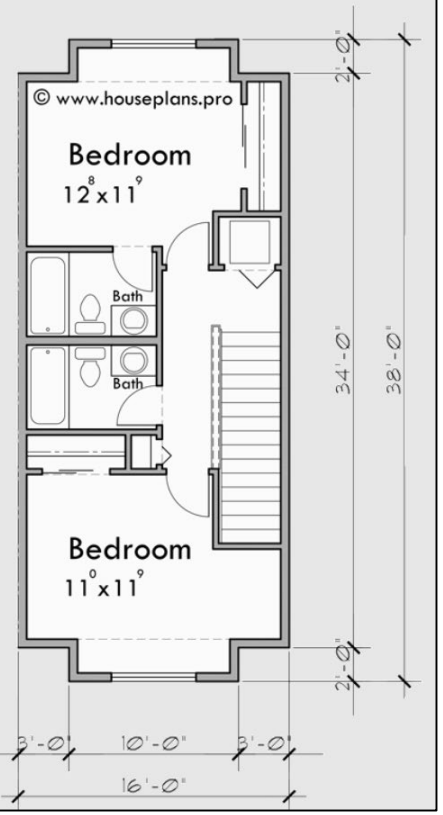
1304 SW Bertha Blvd. Portland, Oregon 97219 (503-246-3022)

Attachment: EXHIBIT - Preliminary Conceptual Elevations- Floorplans (204-216 & 222 W

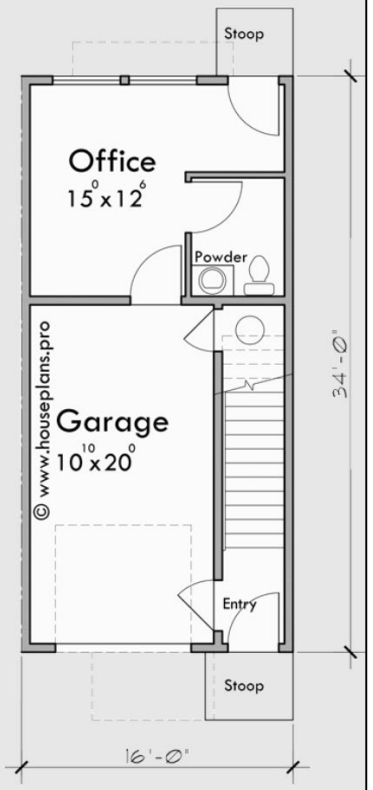
Main Floor Plan



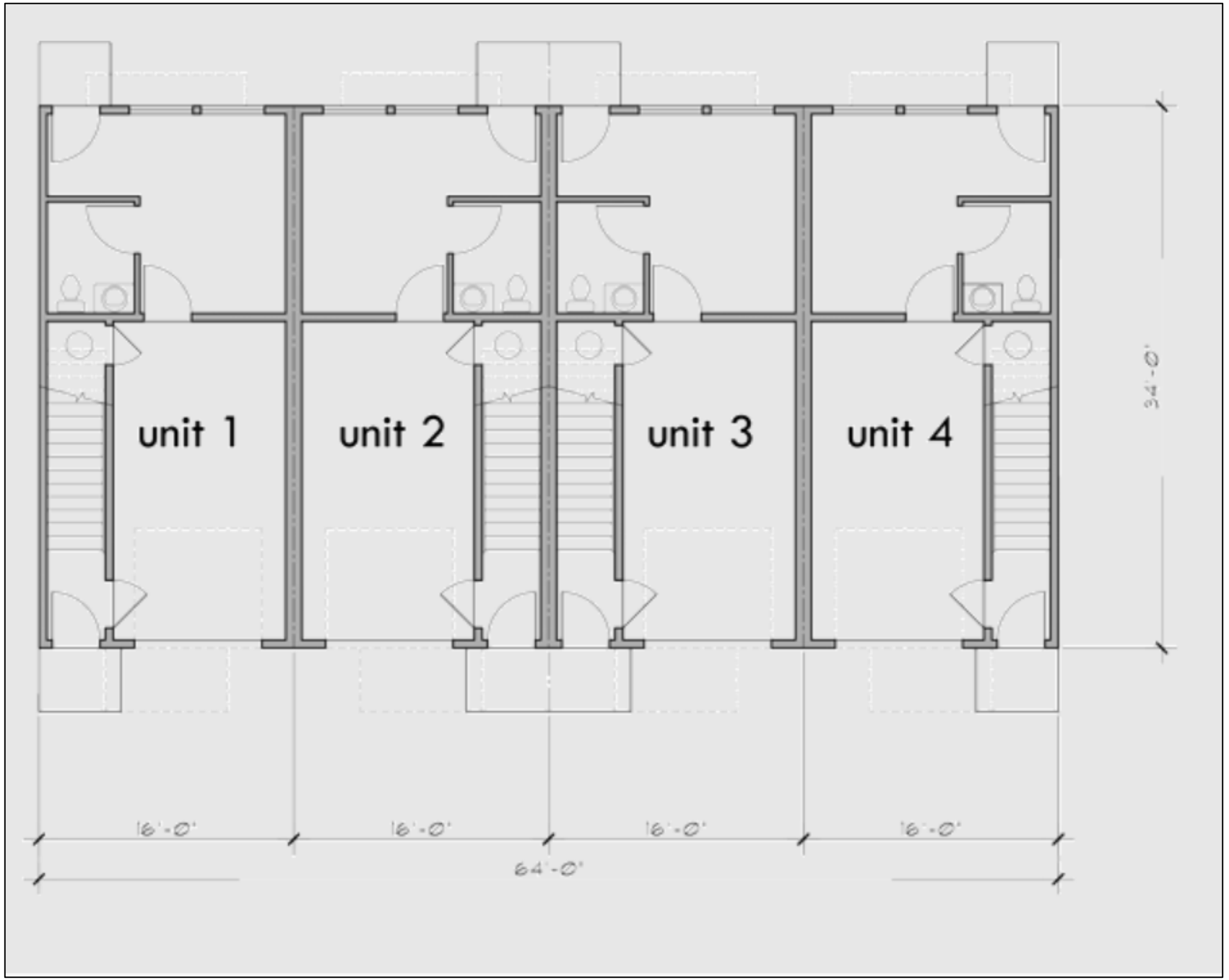
Upper Floor Plan



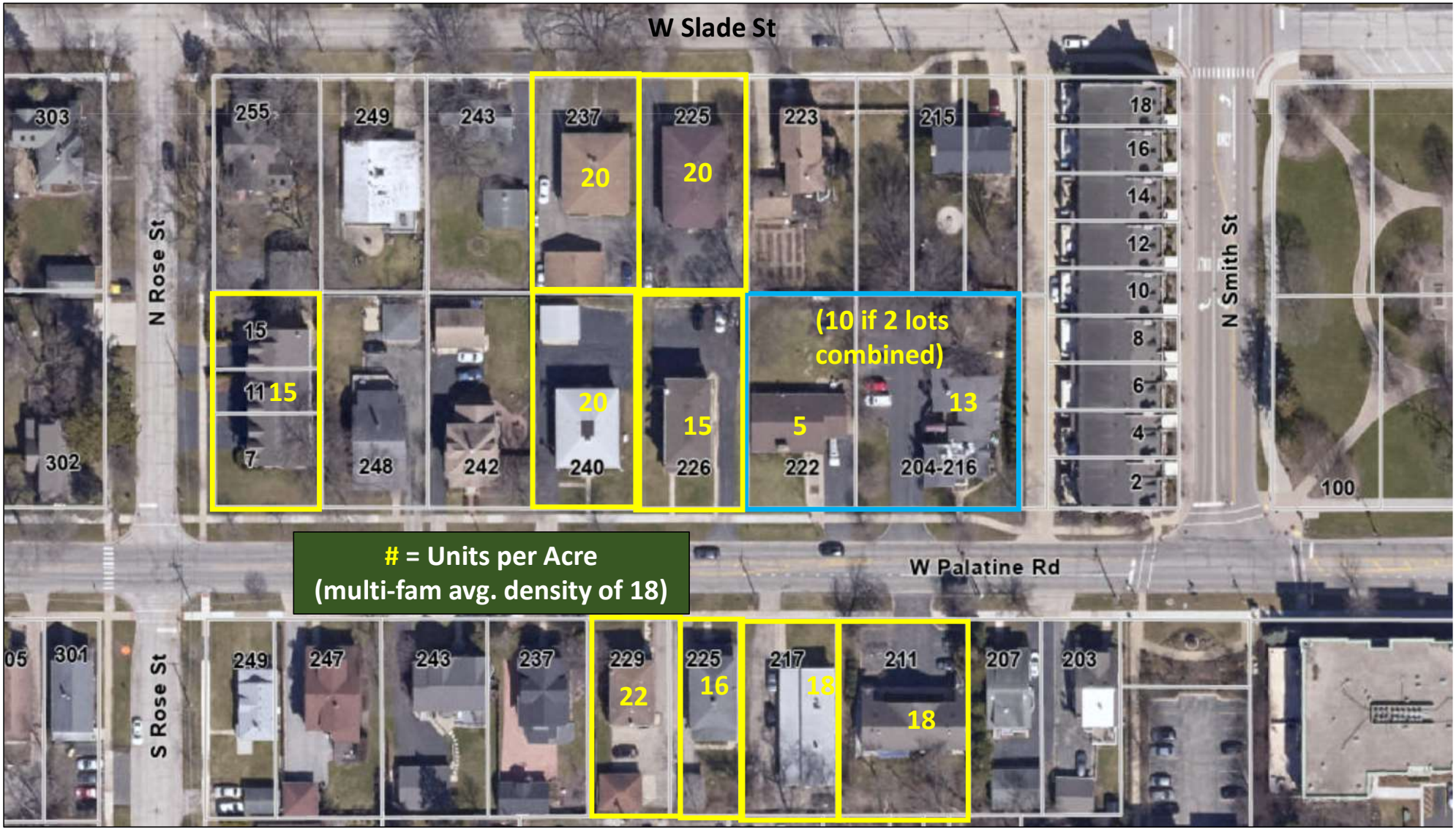
Lower Floor Plan

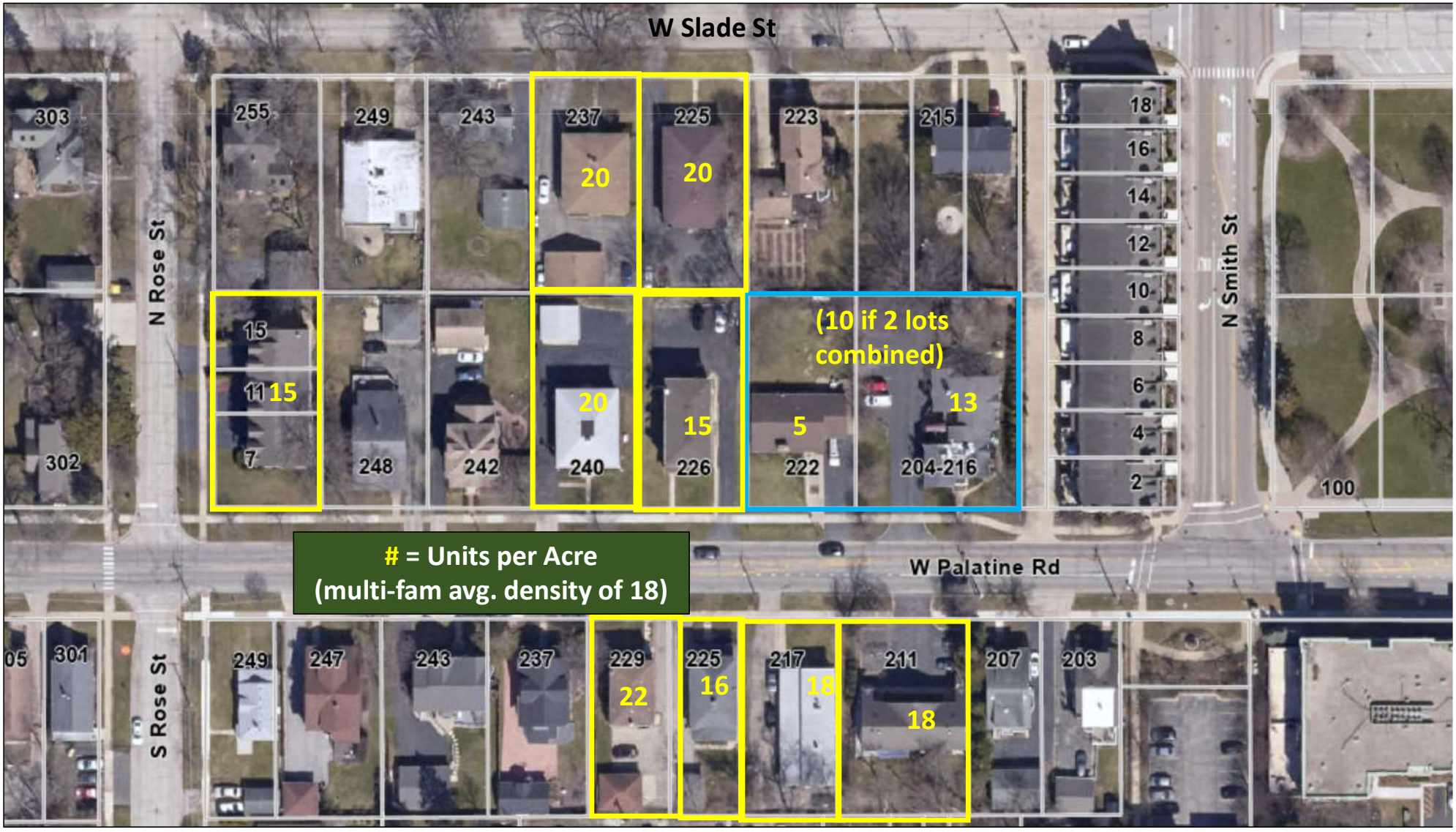


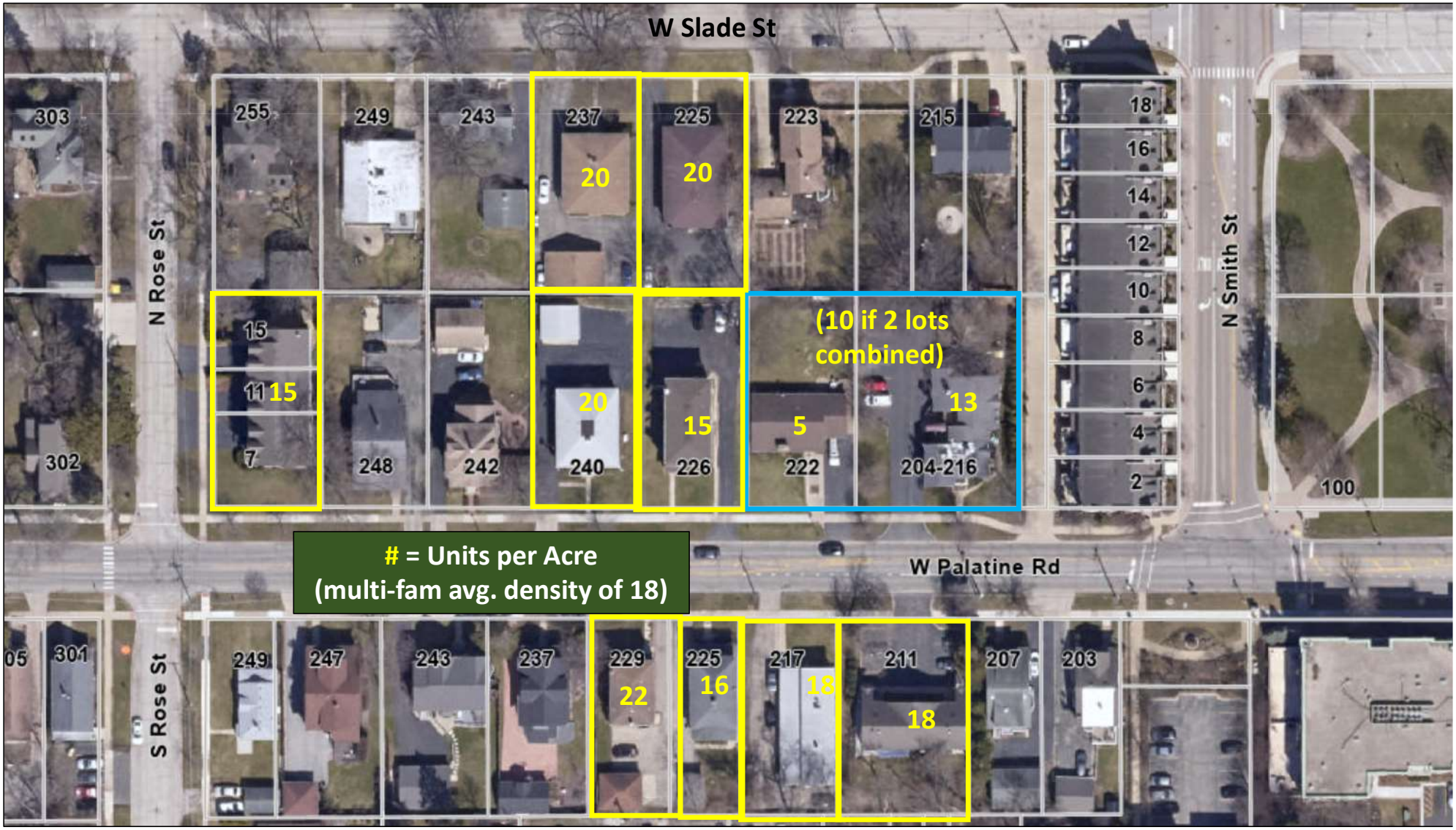
Attachment: EXHIBIT - Preliminary Conceptual Elevations- Floorplans (204-216 & 222 W



Attachment: EXHIBIT - Preliminary Conceptual Elevations- Floorplans (204-216 & 222 W


W Slade St
W Palatine Rd
N Rose St
S Rose St
N Smith St
303
255
249
243
237
225
223
215
18
16
14
12
10
8
6
4
2
20
20
15
11
15
7
20
15
(10 if 2 lots combined)
5
13
302
248
242
240
226
222
204-216
100
= Units per Acre
(multi-fam avg. density of 18)
301
249
247
243
237
229
225
217
211
207
203
22
16
18
18


W Slade St
W Palatine Rd
N Rose St
S Rose St
N Smith St
303
255
249
243
237
225
223
215
18
16
14
12
10
8
6
4
2
20
20
15
11
15
7
20
15
(10 if 2 lots combined)
5
13
302
248
242
240
226
222
204-216
100
= Units per Acre
(multi-fam avg. density of 18)
05
301
249
247
243
237
229
225
217
211
207
203
22
16
18
18



Attachment: Proposed and Surrounding density/acre (Staff) (204-216 & 222 W Palatine Road - PPD new 4

FY setbacks, lot area, and density



Attachment: Surrounding FY setbacks, lot area, and density (Staff) (204-216 & 222 W Palatine Road - PPD

FY setbacks, lot area, and density



Attachment: Surrounding FY setbacks, lot area, and density (Staff) (204-216 & 222 W Palatine Road - PPD

FY setbacks, lot area, and density



Attachment: Surrounding FY setbacks, lot area, and density (Staff) (204-216 & 222 W Palatine Road - PPD

VILLAGE OF PALATINE

VILLAGE OF PALATINE
Planning and Zoning Commission

SCHEDULED 02/27/24 07:00 PM

STAFF REPORT (ID # 8877)

204-216 W. Palatine Road and 222 W. Palatine Road

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Lyn Bremanis

PETITIONER: Mark Silver, owner

PLAN NUMBER: PPD-000008-2024

BACKGROUND:

The Subject Properties are approximately 165 x 132 (21,780 sf - .5 acres), zoned R-3 (multi-family) and are held within the same ownership. The 222 property is approximately 8,712 square feet and contains an existing single-family home and the 204-216 property is approximately 13,068 square feet and contains a 4-unit building and parking. The proposed new 4-unit building, will have a north-south orientation and face the existing 4-unit building to the east, with access provided through a shared driveway for both buildings (NOTE - the PPD application includes both properties). Therefore, the Petitioner is requesting:

> **Preliminary Planned Development to permit a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.**

Surrounding Zoning/Uses:

North:	R-3 Multi-Family Residential
South:	R-3 Multi-Family Residential
East:	Planned Development - Brownstones of Palatine
West:	R-3 Multi-Family Residential

KEY ISSUES:

- The Subject Properties are zoned R-3, multi-family residential, as are all of the surrounding properties in this area, with the exception of the Brownstones, which are zoned Planned Development. The proposed building complies with the underlying R-3 setbacks, with the exception of the minimum required front yard setback of 30 feet. The proposed is set back 25 feet. While the front yard setback

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

is deficient by 5 feet, the proposed setback is comparable to the established setbacks of several existing properties in the area. Additionally, the final storm water detention or site runoff volume control requirements would be further determined through the Final Planned Development and engineering review. Multi-family developments .5 acres or greater are required to follow the WMO requirements.

- The proposed 4-unit building is 64' by 34' or approximately 2,176 square feet for each 3-story unit. The floorplan contemplates 2 BR, 2 bathrooms, an office, kitchen, and living room. The building orientation is north-south and would face the existing 4-unit building to the east. The buildings would share a 22-foot drive aisle and there would be 8 additional parking spaces to the north in a new parking lot constructed on the north side of both lots. If the final architectural plans include a roof height of greater than 30 feet, the required driveway would have to be a minimum of 26 feet.
- The zoning ordinance requires a minimum lot area/dwelling unit. For a 2-bedroom use, the lot area/dwelling unit is 2,400 square feet or 19,200 square feet or within the existing lot area for both lots.
- The proposed building would provide 4 garage parking spaces and 4 single spaces in front of the garages. Based upon the garage and surface parking areas, 9 spaces are required for the proposed building and 8 spaces for the existing building for a total of 17 spaces. The proposed plan shows a total of 20 spaces, meeting code. As part of the Final Planned Development review, Staff would recommend eliminating any landscaped separations between the proposed driveways for the new 4-unit building.
- Staff would recommend that a 6-foot solid fence is either installed or maintained to surround the parking lot area.
- All of the existing utilities are in place and available for access in the ROW on the south side of Palatine Road. An IDOT permit would be required to access the utilities.
- Architecture - in addition to the Chapter 6 requirements (Monotony Code), the initial staff review comments directed that the proposed building elevations should also coordinate with the property to the east and some of the other newer comparable projects in the area. Staff also noted that at least one of the new units will have to be accessible.
- The Petitioner is attempting to determine the feasibility of moving forward with the proposed improvements. As the property directly east is also owned and operated by the Petitioner, Staff concurs that reviewing these properties comprehensively through the Planned Development review is appropriate, as

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

opposed to attempting to individually seek separate zoning relief for each process.

STANDARDS FOR PLANNED DEVELOPMENTS:

(a) *Standards for all planned developments.* All planned developments shall comply with the following general standards.

(1) The planned development shall be designed, located and proposed to be operated so that the public health, safety and welfare will be protected.

(2) The planned development shall not cause substantial injury to the value of other property in the area in which it is located.

(3) The establishment of the planned development shall not impede the normal and orderly development and improvement of surrounding property.

(4) Adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

(5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

RECOMMENDATION:

The Petitioner has presented sufficient initial land use information to request a Preliminary Planned Development. Staff notes that the underlying R-3 zoning would allow both the proposed number units and the overall parking exceeds the minimum requirements. Also, the proposed density is within the code allowances and comparable to the non-single-family properties near the subject property.

The front yard setback is proposed to be 25 feet, as opposed the minimum required 30 feet. Given the established setbacks in the area, Staff agrees that the proposed setback should not cause substantial injury to the value of other properties in the area. Therefore, Staff recommends approval of the Preliminary Planned Development, subject to the following conditions:

1. The Final Engineering Plans and Final Engineer's Cost Estimate shall be submitted and revised in a manner acceptable to the Village Engineer and Director of Planning and Zoning.
2. The final architectural and material elevation plans shall be submitted in a manner acceptable to the Village and in coordination with the attached submitted

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

plans (Brunier & Associates, INC.), except as such plans shall be except as such plans may be revised to conform to Village Codes and Ordinances.

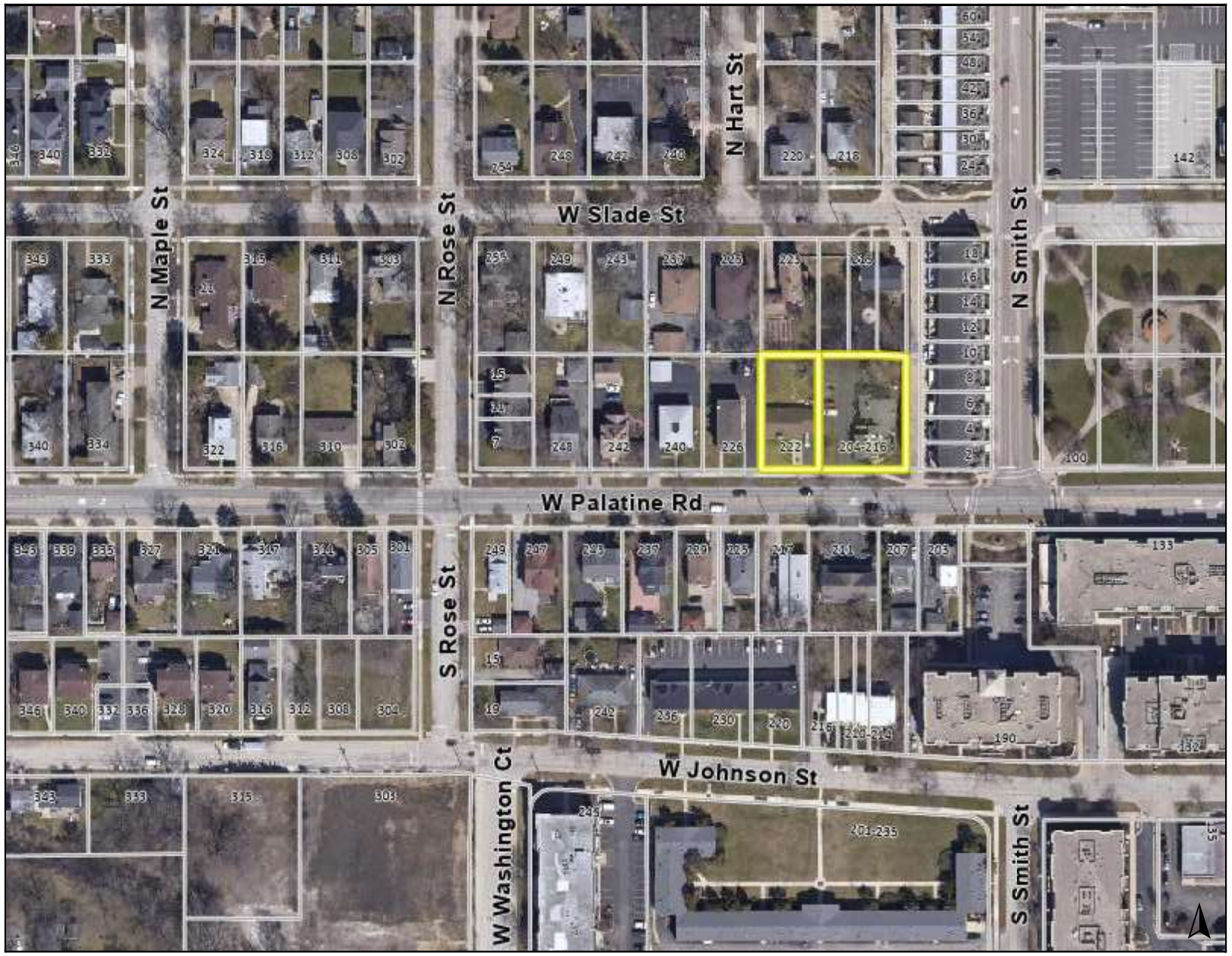
3. If required, a Public Improvement letter of credit or appropriate security shall be submitted in a manner acceptable to the Village Engineer.
4. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
5. A shared driveway access easement shall be prepared and submitted in a manner acceptable to the Village Attorney and Director of Planning and Zoning. The access drive may also have to be noted as no parking on either side, as part of the Fire Prevention Final Planned Development review of the final driveway plan.
6. Recording fees in the amount of $300 shall be submitted.
7. A construction management plan indicating the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer and Director of Planning and Zoning.
8. All required extra agency permits shall be submitted in manner acceptable to the Village Engineer.
9. The required letters of credit shall be submitted in a manner acceptable to the Director of Planning and Zoning.

ATTACHMENTS:

- Aerial Map
- Application - Redacted
- Plats of Survey
- Site Plans
- Conceptual Elevations- Floorplans
- Public Notice

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

GISConsortium | 204-222 W. Palatine Road



Legend

0 300 600 ft

Print Date: 12/29/2023

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: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

VILLAGE OF PALATINE

PRELIMINARY PLANNED DEVELOPMENT

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

CONTACT INFORMATION WORKSHEET

PETITIONER(S)	**Business Name (If applicable)**
mark silver	
Address	City/State/Zip Code
1642 Balmoral circle Inverness	60067
Telephone	Fax
Email	
Subject Property Address	
222 Palatine Rd	
AUTHORIZED AGENT (if applicable)	**Business Name (if applicable)**
Address	City/State/Zip Code
Telephone	Fax
Email	

I swear that the information contained herein and in any accompanying documents is accurate to the best of my knowledge.

12/6/23

Signature Date

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

VILLAGE OF PALATINE

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www.palatine.il.us

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

date received

PLEASE TYPE OR PRINT IN INK:

1. Name of Petitioner(s): Mark Silver

2. Authorized Agent of Petitioner (if different):

   Name: _____

   Address: 1642 Balmoral circle Inverness 60067

   Telephone No. _____ Business No. _____

   Email: _____

   Relationship to Petitioner: _____

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

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

   222 Palatine rd

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

6. Current zoning of property: R3 Size of the property: _____ acres

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

I will be knocking down the existing single family home and building a new building with 4 connected townhouse with garages I also own the 4 flat right next door at 204 Palatine rd and the driveways from the new building would share the common drive already in place

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

8. Describe any Variations from the Village Ordinances which would be required if the proposed Planned Development ere to be developed as a traditionally zoned project (if any):

one variation might be the 25 ft set back as opposed to the 30 ft set back
also , the driveways from the new building would connect to the coomon driveway already in place
I would grant myself an easement for any land need from 204 palatine rd to complete the work at

9. The attached Checklist of Documents outlines all required submittals before a project may be scheduled for the required public hearing before the Plan Commission. All required documents must be submitted with this Petition.

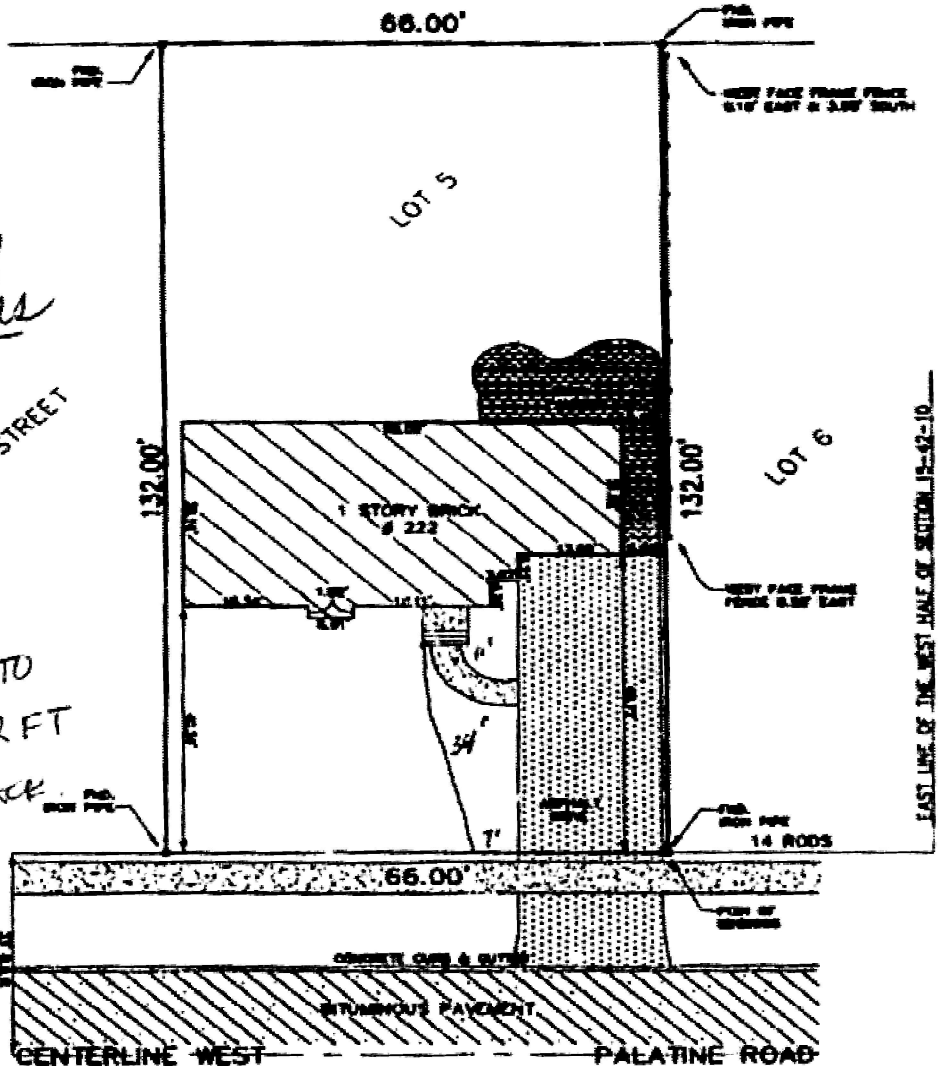
Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

PLAT OF SURVEY

of

THAT PART OF LOTS 5, 6, AND 7 (EXCEPT EAST 15 FEET) IN BLOCK "M" IN LYTLESSUBDIVISION OF THE WEST HALF OF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND NORTHWEST RAILROAD RIGHT OF WAY, DEFINED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOTS, 14 RODS WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, THENCE NORTH 132.00 FEET TO THE NORTH LINE OF SAID LOTS, THENCE WEST TO THE WEST LINE OF LOT 5, THENCE SOUTH ALONG THE WEST LINE OF LOT 5 TO THE SOUTHWEST CORNER OF LOT 5, THENCE EAST ALONG THE SOUTH LINE OF LOT 5, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 222 WEST PALATINE ROAD



VILLAGE COPY
APPROVED 4.8.02 BY JWS
FULL PERMIT

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

SIGN FIRM: #184-002898

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

I, GENE SCOLA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF FEBRUARY 2002

GENE SCOLA ILLINOIS P.L.S. NO. 3384

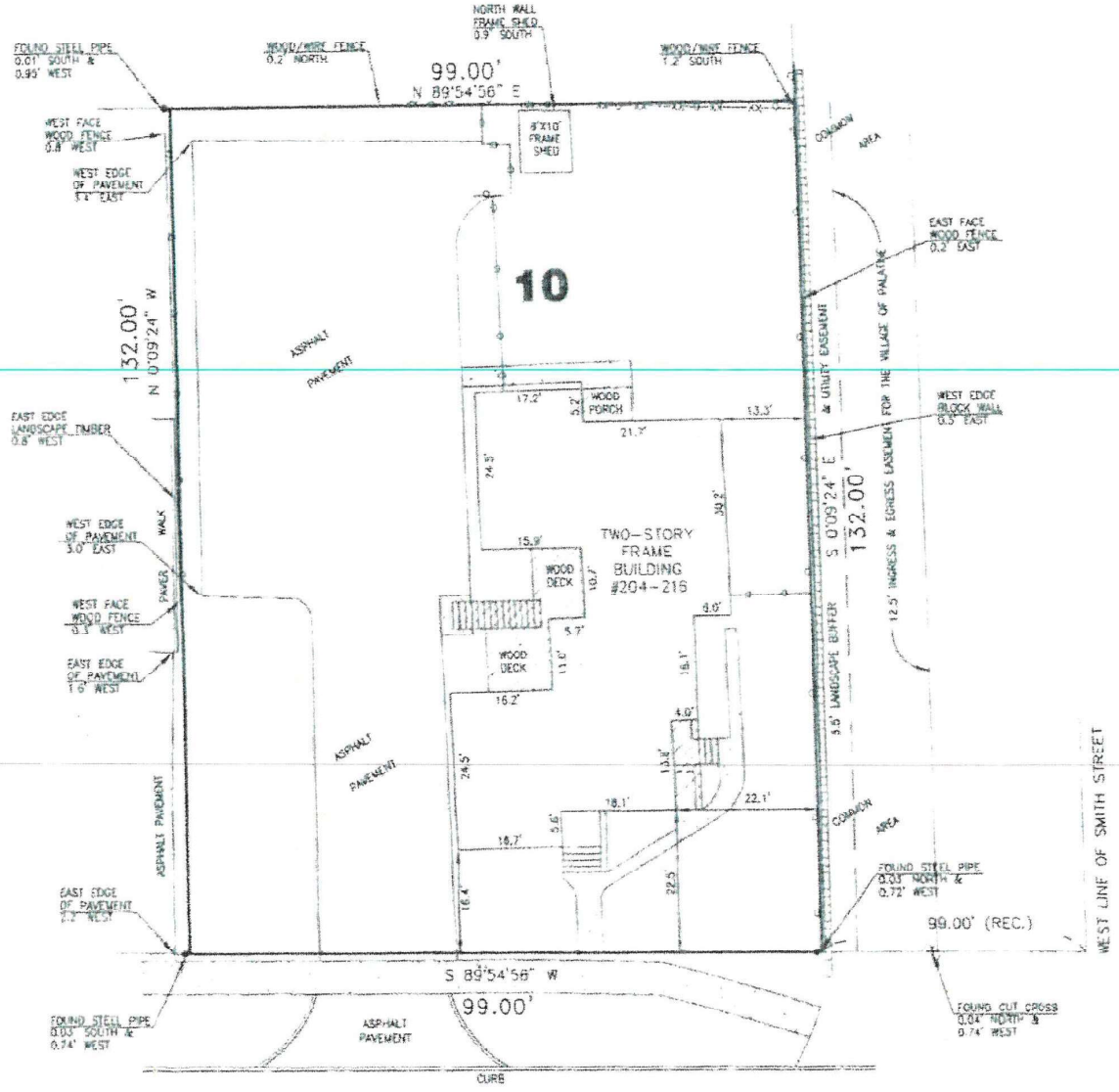
PYRAMID LAND SURVEYORS, I
Land Surveyors Illinois and Wiscor
108 GREY FOX COURT, STREAMWOOD ILLINOIS 60107
PHONE 630-497-1832 FAX 630-497-5340

DRAWN BY:	G.V.S.	CHECKED BY:	G.V.S.
DRAWING NO:	117-020204	SCALE:	1"=20'
BOOK NO:	0112-23	ORDERED BY:	GRECO & TARALLO

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

PLAT OF SURVEY

LOT 10 IN THE BROWNSTONES OF PALATINE PHASE 2, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 2004 AS DOCUMENT NUMBER 0423819093, IN COOK COUNTY, ILLINOIS.



66.00' R.O.W.

W. PALATINE ROAD

SUBJECT PROPERTY AREA
13,068 SQ. FT. (more or less)

NOTE

ROTATE SUBDIVISION BEARINGS 0°20'27" COUNTERCLOCKWISE TO MATCH MEASURED.

N

0 5 10 20

SCALE

PREPARED FOR: KURT A. RICHTER

gis Greater Illinois Survey Company

120 North LaSalle - Suite 900
Chicago, Illinois 60602
Phone:(312)236-7300 Fax:(312)236-0284

RICHARD P. URCHELL 3183 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PALOS HILLS, ILLINOIS

FIELD WORK COMPLETED: 9/30/15

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY

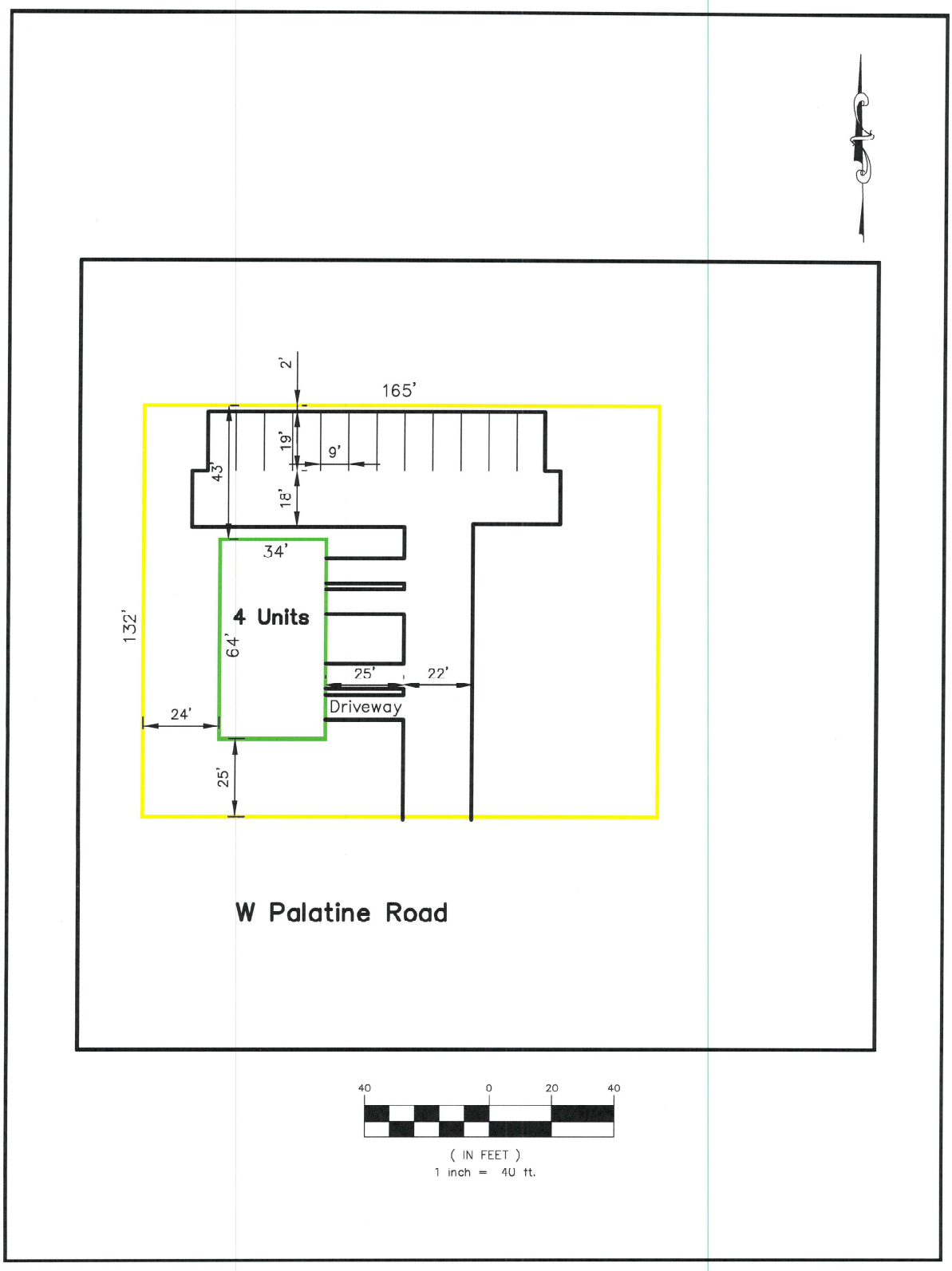
DATED: 10/2/15

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

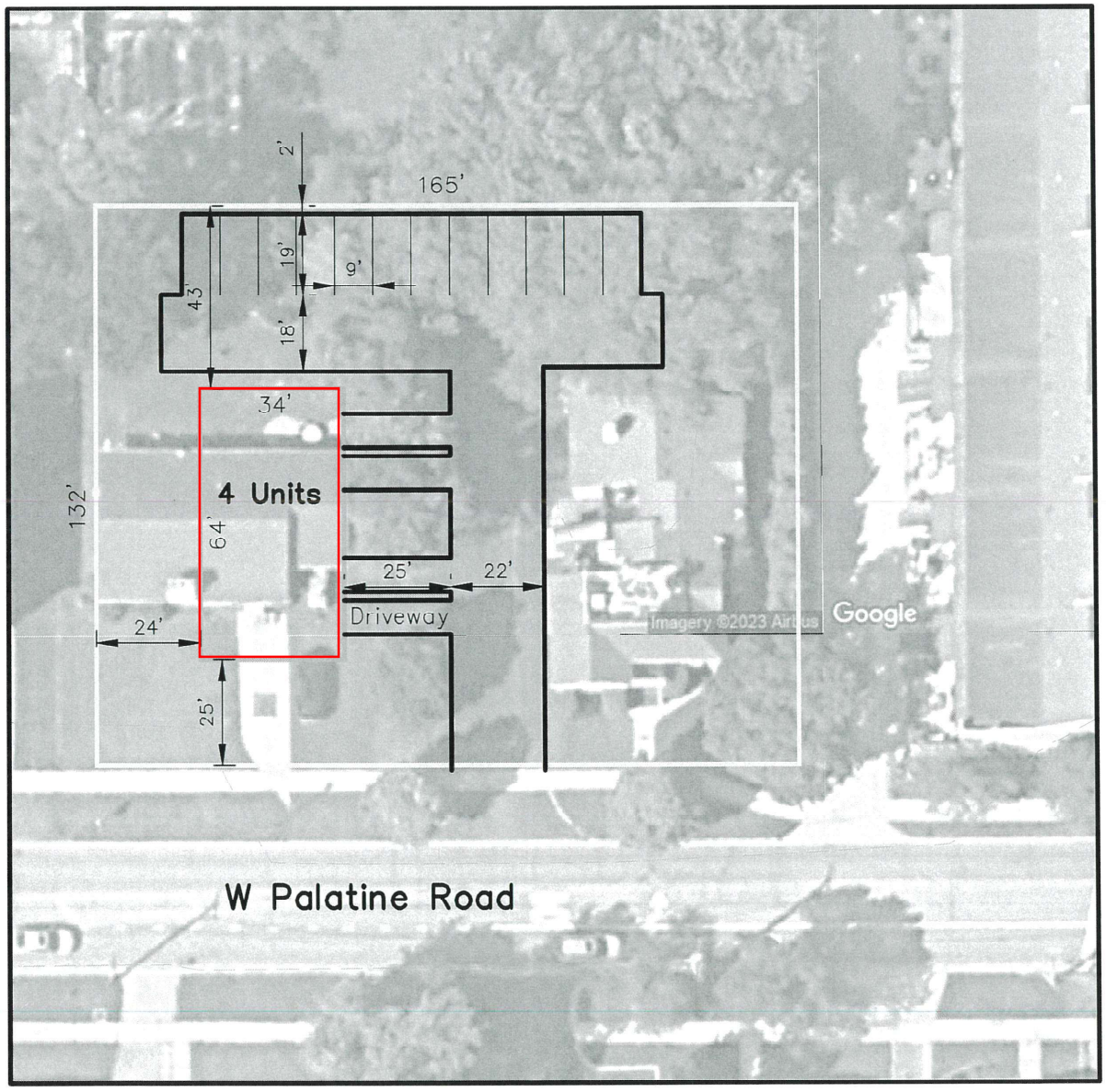
FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

RICHARD P. URCHELL I.P.L.S. No. 3183
LICENSE RENEWAL DATE: NOVEMBER 30, 2016
ORDER NO. 48158/40021591

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)



Attachment: Site Plans (204-216 & 222 W Palatine Road - PPD 4 unit townhomes)
Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)



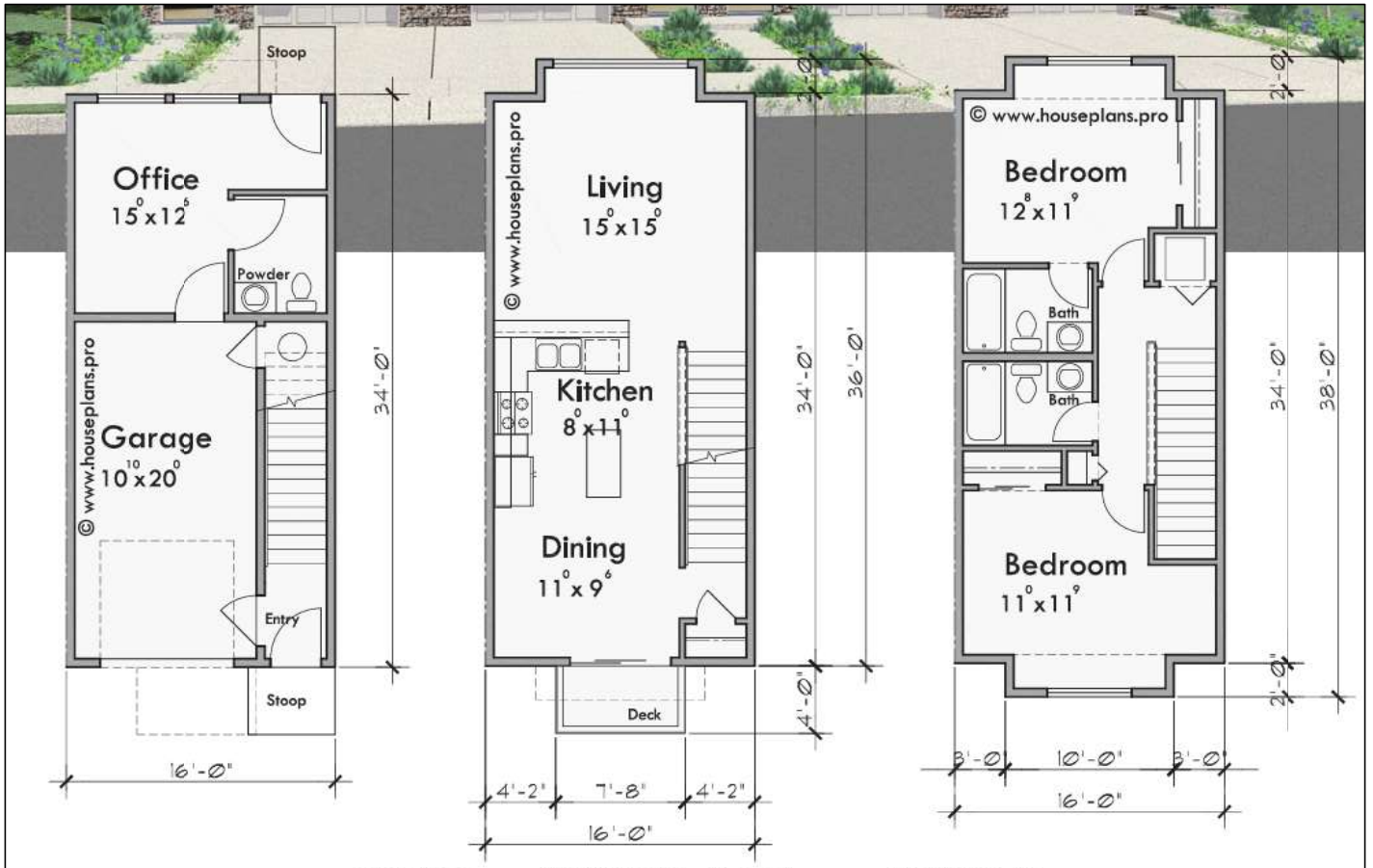
40 0 20 40

(IN FEET)
1 inch = 40 ft.

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)







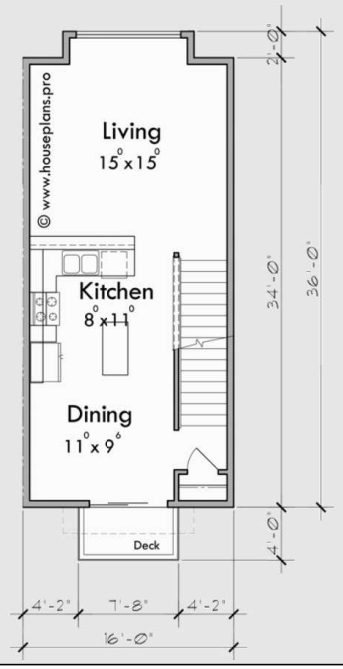
First Floor	297 SQ. FT.	Total Area	1365 SQ. FT.
Second Floor	546 SQ. FT.	Garage	230 SQ. FT.
Third Floor	522 SQ. FT.		

www.houseplans.pro by Bruinier & associates, inc. building designers©

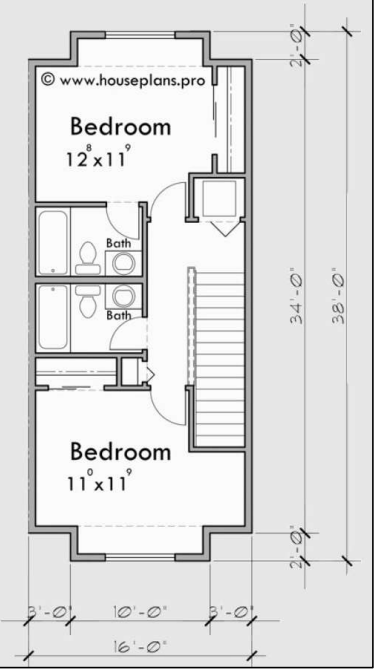
1304 SW Bertha Blvd. Portland, Oregon 97219 (503-246-3022)

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

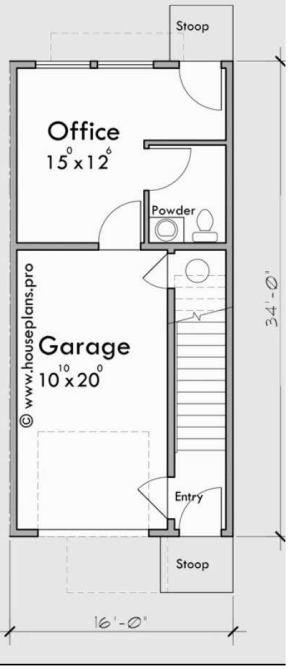
Main Floor Plan



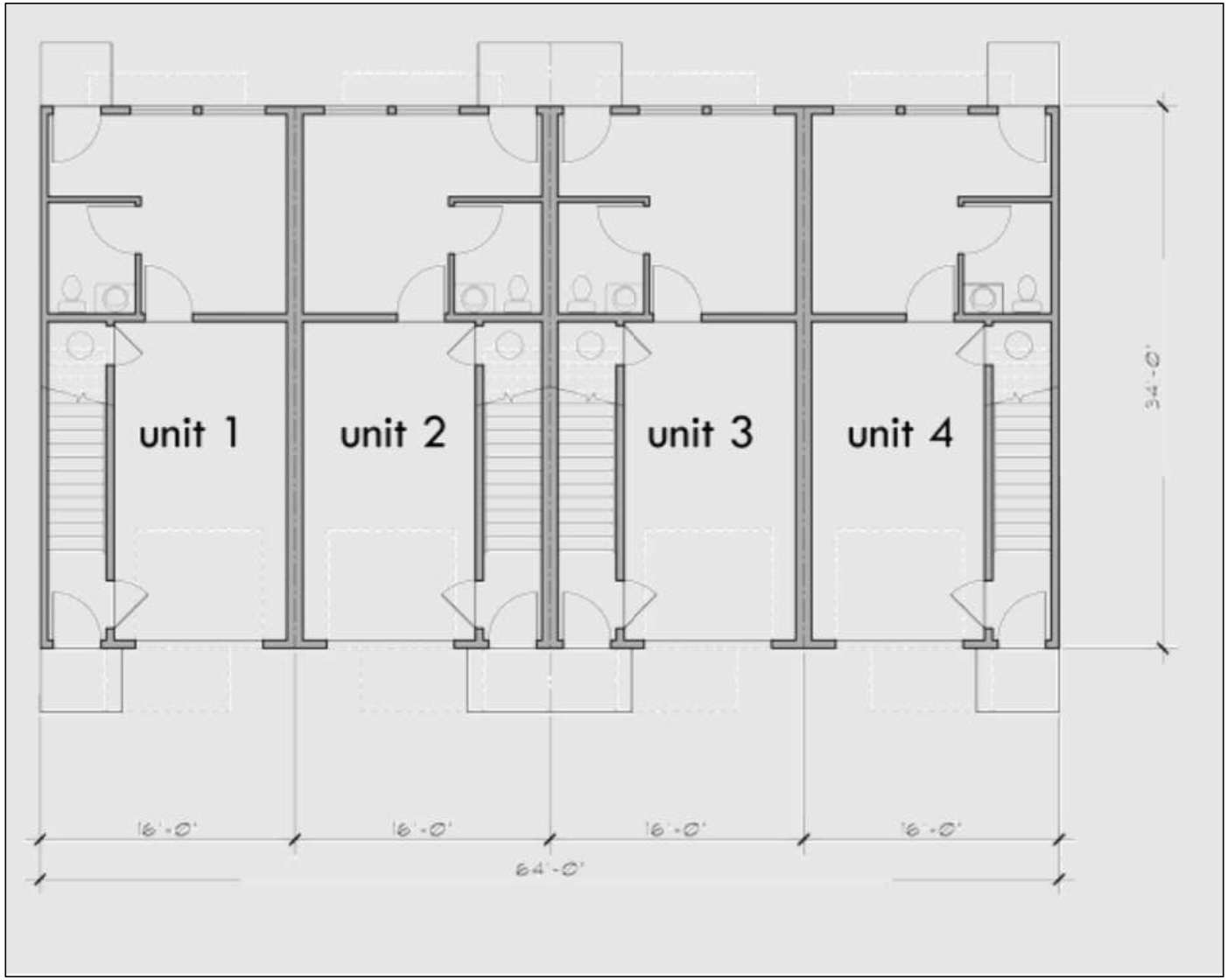
Upper Floor Plan



Lower Floor Plan



Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)



Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

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 204-216 W. PALATINE RD. & 222 W. PALATINE RD.

(●) ( ) ( ) ( )

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 8TH day of FEBRUARY, A.D. 20 24., and the last publication thereof was made on the 8TH day of FEBRUARY, A.D. 20 24.

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

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

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

Mary Alice Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 8TH day of FEBRUARY A.D., 20 24.

By Todd Wessel

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 8TH day of FEBRUARY A.D., 20 24.

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

Attachment: PZC Packet 2-27-24 (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

5. 204-216 W. Palatine Road and 222 W. Palatine Road

PPD-000008-2024 - 204-216 W. Palatine Road & 222 W. Palatine Road

Notice was published in the Journal & Topics on February 8th, 2024 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. **Application - Redacted**
2. **Proof of Ownership**
3. **Plats of Survey**
4. **Site Plans**
5. **Conceptual Elevations - Floorplans**
6. **Public Notice**

Mr. Vyverberg states the petitioner seeking Preliminary Planned Development approval for a property currently zoned R3 Multi-family. The proposal includes constructing a four-unit building on the westerly property, with a shared driveway for both properties.

Sworn in petitioner: Mark Silver - 1642 Balmoral Circle - Inverness, IL
Mr. Silver provides his background and states he has deep roots to the community. He expresses his desire to create a legacy for his family and describes his intention to build and rent the properties. He explains that he acquired the property at 222 W Palatine and has no plans to sell it. Instead, he aims to develop four townhouse units, each with two bedrooms and two baths, along with garages. The units will face the 204-216 location, which he also owns, and will feature a shared driveway while maintaining green space in the back.

Commissioner Friedman expresses concern about the design of the buildings, noting that they don't seem to blend in with the surrounding area of Palatine. He asks Mr. Silver how he developed the design.
Mr. Silver explains that they were seeking a design that would fit well on the property. They found the size of the buildings to be ideal, especially with the inclusion of garages and balconies. He indicates that they intend to maintain consistency by keeping all the buildings in the development the same.
Chairman Wood asks what the 204-216 building consists of.
Mr. Silver states there it consists of 4 apartments - 2 bedroom - 1 bath.
Chairman Wood asks if would be selling or renting the units.
Mr. Silver clarifies that their intention is to rent the units.

Commissioner Friedman asks if the intent is to combine the 2 properties.
Mr. Silver confirms that combining the properties is the intention.

Commissioner Kolososki raises concerns about the height of the roof, noting that it appears to be out of scale compared to the surrounding properties. He asks

Attachment: PZC Minutes (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

about the height relative to the townhouses.
Mr. Silver responds that the height of the townhouses would be about 5-7 feet lower than the height of the roofs at the Brownstone Townhomes located directly to the east facing Smith Street.
Commissioner Friedman notes that the units are a full 3 stories above grade. The units on smith are slightly lower.
Mr. Silver agrees.
Mr. Kolososki asks what the ceiling heights are.

Sworn In: Keith Anderson - 283 Firth - Inverness - Potential Builder for property.
Mr. Anderson states they are 9' first floors and 8' second floors

Commissioner Cavanaugh states the peak of roof would be 35'

Commissioner Bettenhausen expresses concern about the number of stairs in the design and questions the type of tenant the units are intended for. Additionally, he notes the lack of windows facing north and south and suggests considering adding them to the design.

Mr. Silver acknowledges the suggestion and states they would consider incorporating windows into the design.

Mr. Vyverberg provides an overview of the property, noting that it is located in an R-3 zoning area with a total acreage of 0.5 acres. He explains that the petitioner is seeking assurance on land use and the proposed setbacks. While the required setback is 30 feet, the proposed units would have a setback of 25 feet, which is not uncommon in the surrounding area. He confirms that the area per dwelling unit and lot area meet the requirements and the parking complies with the units count for both buildings. Mr. Vyverberg indicates that eliminating one of the curb cut onto Palatine Road is also appropriate. He emphasizes that while the preliminary planned development does not guarantee final approval, the petitioner's request aligns with R-3 standards, excepting the front yard setback. Further evaluation would be needed for final approval, including final architectural and engineering plans, as well as an assessment of building height.
Commissioner Kolososki questions whether all of the presented parking is necessary.
Mr. Vyverberg explains that according to code, two parking spaces per unit are required. The plan complies with the minimum parking requirements and even exceeds them by providing three extra spaces.
Commissioner Friedman asked about any bulk or height limits for the R-3 zoning.
Mr. Vyverberg responds that in the R-3 district, the height limit is 50 feet or 4 stories.
Sworn In: Thorwald Leen - 223 W. Slade St.
Mr. Leen expresses concern about the amount of asphalt on the property and its potential impact on stormwater and flooding, particularly since the property has a natural low point. He worries that his property might begin to flood due to the lack

Attachment: PZC Minutes (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

of natural space remaining. Additionally, he is concerned about the removal of a shared tree and the limited green space left, suggesting that serious work would be needed for proper stormwater mitigation. He requests that more green space be allowed or that a large underground cistern be installed for water removal. Mr. Leen also mentions that the fence at the back of the property belongs to him and is actually encroaching 2 feet onto his property

.

Commissioner Friedman reiterates that code regulations prevent the development of a property in a way that directs water flow onto an adjoining property. He emphasizes that the current low spot on the lot, combined with the proposed development and parking lot, would necessitate significant engineering work to prevent water runoff onto Mr. Leen's property.

Mr. Vyverberg explains that the engineering issues associated with the planned development would need to be addressed during the infrastructure plan review for the Preliminary Planned Development. Any unknown issues would have to be resolved by the Petitioner's civil engineer.

Chairman Wood asks if the resident would have contact information to be informed as to the steps that are being taken to address the issues.

Mr. Vyverberg states the Village would provide him with contact information.

Mr. Silver responds to the concerns of Mr. Leen and states that the trees would not be removed.

STAFF RECOMMENDATION:

The Petitioner has presented sufficient application material and use information to request a Preliminary Planned Development. Staff notes that the underlying R-3 zoning would allow both the proposed number units and the overall parking exceeds the minimum requirements. Also, the proposed density is within the code allowances and comparable to the non-single-family properties near the subject property.

The front yard setback is proposed to be 25 feet, as opposed the minimum required 30 feet. Given the established setbacks in the area, Staff agrees that the proposed setback should not cause substantial injury to the value of other properties in the area. Therefore, Staff recommends approval of the Preliminary Planned Development, subject to the following conditions:

1. The Final Engineering Plans and Final Engineer's Cost Estimate shall be submitted and revised in a manner acceptable to the Village Engineer and Director of Planning and Zoning.
2. The final architectural and material elevation plans shall be submitted in a manner acceptable to the Village and in coordination with the attached submitted plans (Brunier & Associates, INC.), except as such plans shall be except as such plans may be revised to conform to Village Codes and Ordinances.
3. If required, a Public Improvement letter of credit or appropriate security shall be

Attachment: PZC Minutes (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

submitted in a manner acceptable to the Village Engineer.

4. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
5. A shared driveway access easement shall be prepared and submitted in a manner acceptable to the Village Attorney and Director of Planning and Zoning. The access drive may also have to be noted as no parking on either side, as part of the Fire Prevention Final Planned Development review of the final driveway plan.
6. Recording fees in the amount of $300 shall be submitted.
7. A construction management plan indicating the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer and Director of Planning and Zoning.
8. All required extra agency permits shall be submitted in manner acceptable to the Village Engineer.
9. The required letters of credit shall be submitted in a manner acceptable to the Director of Planning and Zoning.

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

Commissioner Cavanaugh made a motion to approve subject staff's conditions; seconded by Commissioner Bettenhausen.

DELIBERATIONS:

Commissioner Kolososki expresses that the project is a work in progress, highlighting concerns about the excessive height of the units and the need to address engineering issues.
Commissioner Friedman remarks on the elevations, noting that they appear tall for the area. He compares them to row homes on Smith Street, which are taller but have architectural features that mitigate their height. He mentions another location with a scale closer to the neighborhood and suggests that the proposed building might be the first of taller, denser developments in the area, considering its zoning as R-3.
Chairman Wood concurs with Friedman's assessment, acknowledging the prevalence of multifamily areas in the vicinity. She suggests that the project may need additional architectural features to better blend in with neighboring buildings.

Commissioner Kolososki suggests that adjusting the siding detail from vertical to horizontal at the top of the building might help it blend in better with the surrounding architecture.
Commissioner Cavanaugh compares the proposed plan to others in the area and acknowledges that the buildings are intended for investment purposes as rental properties. He sees the potential for more similar developments in the future and finds the proposal acceptable in that context.

Attachment: PZC Minutes (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

Chairman Wood summarized that this request has met the standards and was unanimously approved by a vote of 7-0. This item will tentatively go to Village Council on Monday, March 18th, 2024.

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

Attachment: PZC Minutes (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

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 204-216 W. PALATINE RD. & 222 W. PALATINE RD.

(●) ( ) ( ) ( )

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 8TH day of FEBRUARY, A.D. 20 24., and the last publication thereof was made on the 8TH day of FEBRUARY, A.D. 20 24.

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

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

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

Mary Alice Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 8TH day of FEBRUARY A.D., 20 24.

By Todd Wessell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 8TH day of FEBRUARY A.D., 20 24.

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

Attachment: Public Notice (204-216 & 222 W Palatine Road - PPD new 4 unit townhomes)

Consider an Ordinance Rezoning the Property to R-2 Single-Family and a Resolution Approving the Preliminary & Final Plat of Subdivision to Allow a Three-Lot Subdivision at 158 W. Aldridge Avenue

BACKGROUND:
The Subject Property, annexed in 1990, contains approximately 0.91 acres (40,050 square feet) and is zoned R-1 Single-Family residential. The Petitioner is proposing to rezone the property to R-2 Single-Family residential and then subdivide it into 3 lots. Therefore, the Petitioner is requesting approval of the following:

Rezoning from R-1 Single Family Residential to R-2 Single-family Residential; and

Preliminary/Final Plat of Subdivision to permit a 3-lot Single-family Residential Development.

KEY ISSUES:

Zoning and Site Design

- The properties to the west and east are zoned R-2 Single-Family, while the Planned Development to the north (Plum Grove Estates Unit #2) is also subject to the R-2 bulk standards. While the properties to the south are zoned R-1, there are several lots in this area that do not meet the minimum applicable R-1 bulk requirements for lot area and/or lot width.
- Additionally, the proposed larger R-2 properties serve as a transition from the smaller lots to the north and some of the larger lots to the south. The proposed rezoning and 3 lot subdivision is also consistent and generally mirrors the existing three R-2 zoned properties directly west of the Subject Property. Finally, the proposed lots comply with all the bulk R-2 standards and exceed the minimum required lot areas and depths.
- The proposed lots would conform to the R-2 zoning district requirements, the Subdivision Code, exceeding the minimum R-2 lot width and area requirements:

	Lot Size (9,000 sq. ft. for interior lot; 10,000 sq. ft. for corner lot)	**Lot Width (75' required for interior lot; 85' for corner lot)**	**Lot Depth (110' required)**
Lot 1	14,310 sq. ft.	106'	135'
Lot 2	12,897 sq. ft.	95.5'	135'
Lot 3	12,897 sq. ft.	95.5'	135'

Engineering

- The property is currently not served by public utilities; however, the proposed lots would connect to Village water and sewer. Both utilities exist in the right-of-way therefore an extension is not required. The Subdivision and Site Development Ordinance require the installation of sidewalks along both frontages. The

Petitioner has requested a waiver of this requirement.

- With the exception of the subdivision directly north of the Subject Property, there are no other sidewalks systems in this area. There was both testimony and letters of objection against installing sidewalks for this Subdivision, with consistency in the area and maintaining the lack of sidewalks as rationale for the objections.
- Subsequent to the Public Hearing, the Petitioner submitted an alternate sidewalk plan, depicting the sidewalk connecting to the existing sidewalk for approximately 10 feet to the south, then terminating into Brockway Street to the east. Staff is opposed to this alternative for multiple reasons.
- Staff has been firm in recommending that a sidewalk is installed along the Brockway Street frontage connecting to the existing sidewalk system. Staff is supportive of cash in lieu of sidewalk fees for the Aldridge Avenue frontage. If cash in lieu of sidewalks is approved, the property should still be graded to allow for installation of sidewalks in the future.
- The Petitioner has also requested not to install the required parkway trees in the right-of-way along both Brockway Street and Aldridge Avenue, due to concerns about the overhead power lines. In lieu of right-of-way trees, the Petitioner proposes to plant the trees on private property. Staff provided the Petitioner with a list of Village Arborist identified appropriate tree species for planting under power lines. Also, in addition to not being located in the right-of-way, as required, the trees would not be in an easement and therefore not required to remain part of the right-of-way streetscape. Staff does not support this request of the petitioner and is recommending the installation of the parkway trees.

ALTERNATIVES:

1. Approve the Preliminary and Final Plat of Subdivision and Rezoning.
2. Do not approve the Preliminary and Final Plat of Subdivision and Rezoning.

RECOMMENDATION:

Public Hearing:	PZC meeting on February 27, 2024.
Residents testifying:	4: Concerns about R-2 subdivisions in the area, request not to install sidewalks, and references to annexation process.
Vote:	The PZC voted 4-3 to approve the Rezoning and Preliminary & Final Plat of Subdivision; Staff concurs with this recommendation subject to the conditions including the sidewalk/cash in lieu of sidewalk and parkway trees.

ACTION REQUIRED:

A motion to approve the ordinance approving a rezoning to R-2 and a resolution granting the Preliminary and Final Plat of Subdivision at 158 W. Aldridge Avenue.

ATTACHMENTS:

- Aerial Map
- ORD Rezone 158 W Aldridge Ave

- RES Subdivision 158 W Aldridge Ave
- EXHIBIT - Plat of Subdivision
- EXHIBIT - Engineering Plans
- Petitioner's Sidewalk Alternative
- Letter of Objection 1
- Letter of Objection 2
- Village Response to Letter of Objection 2
- Letter of Support for Sidewalk Extension Along Brockway Street
- PZC Packet 2-27-24
- PZC minutes
- Public Notice

RESULT:	**MOTION CARRIED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

GISConsortium

158 W Aldridge Ave



0 300 600 ft

Print Date: 7/31/2023

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 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PROPERTIES FROM R-1 SINGLE-FAMILY RESIDENTIAL TO R-2 SINGLE-FAMILY RESIDENTIAL
158 W. ALDRIDGE AVENUE

WHEREAS, pursuant to a public hearing held on February 27, 2024, before the Planning and Zoning Commission of the Village of Palatine, in accordance with the applicable provision of the Village Code, and they have reported their findings on a proposal for rezoning the following legally described property from R-1 Single-Family Residential to R-2 Single-Family Residential.

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

THE EAST 297 FEET OF LOT 1 IN BLOCK 18 IN ARTHUR T. MCINTOSH & CO.'S PALATINE ESTATES, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF SECTIONS 26, 27, TOWNSHIP 42 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as 158 W. Aldridge Avenue (PIN 02-27-200-007-0000)

SECTION 1: That the Zoning Ordinance of the Village of Palatine, as amended, is hereby further amended by classifying the property described above as R-2 Single-Family Residential.

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

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

PASSED: This _____day of _____, 2024

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

APPROVED by me this _____day of _____, 2024

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
_____day of _____, 2024

_____
Village Clerk

Attachment: ORD Rezone 158 W Aldridge Ave (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

RESOLUTION NO. _____

A RESOLUTION GRANTING PRELIMINARY AND FINAL PLAT OF SUBDIVISION APPROVAL AT 158 W. ALDRIDGE AVENUE

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

WHEREAS, 158 W. Aldridge Avenue has complied with all the provisions of the Subdivision Ordinance, including a public hearing before the Planning and Zoning Commission of the Village of Palatine at the February 27, 2024 meeting.

NOW THEREFORE, BE IT RESOLVED by the Mayor and the Village Council of the Village of Palatine, that the Mayor and the Village Clerk be and are hereby directed and authorized to execute the Final Plat of Subdivision "Nessie's Grove Subdivision" at 158 W. Aldridge Avenue pursuant to the Palatine Subdivision Ordinance Article IV, Sec. 4.01 (c) (2) (a) and subject to the following condition(s):

1. **The development shall substantially conform to the engineering plans prepared by Morris Engineering, Inc. dated 1/26/24 and attached hereto as Exhibit 'A' except as such plans may be revised to conform to Village Codes and Ordinances.**
2. **The Final Plat of Subdivision shall be submitted on Mylar with the required signatures and significantly conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and attached hereto.**
3. **The Final Engineering Plans, Final Engineer's Cost Estimate, and Tree Preservation Plans shall be revised in a manner acceptable to the Village Engineer and Director of Planning and Zoning.**
4. **A sidewalk shall be installed along the Brockway Street right-of-way and parkway trees along both right-of way areas are required. These items should be included on both the engineering plans and EEOPC, in a manner acceptable to the Village Engineer. Cash in lieu of sidewalk fees shall be required for the Aldridge Avenue right-of-way and the engineering plans and site should be designed and graded to accommodate sidewalks, if they were to be installed in the future and presented in a manner acceptable to the Village Engineer.**
5. **A Public Improvement letter of credit or appropriate security shall be submitted in a manner acceptable to the Village Engineer.**

Attachment: RES Subdivision 158 W Aldridge Ave (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

6. **Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.**
7. **A Subdivision Improvement Agreement shall be submitted in a manner acceptable to the Village Attorney.**
8. **Recording fees in the amount of $300 shall be submitted.**
9. **A construction management plan indicating the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer and Director of Planning and Zoning.**
10. **All required extra agency permits shall be submitted in manner acceptable to the Village Engineer.**
11. **The Final Plat of Subdivision shall be revised to indicate that, in addition to providing the minimum R-2 required interior side yard setbacks of 10 feet, a minimum 25-foot interior side yard separation between structures on each lot shall be provided.**

DATED: This _____day of _____, 2024

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

APPROVED by me this _____day of _____, 2024

_____
Mayor of the Village of Palatine

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

_____
Deputy Village Clerk

Attachment: RES Subdivision 158 W Aldridge Ave (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)



MURRY AND MOODY, LTD.

Land Surveyors

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

NESSIE'S GROVE RESUBDIVISION

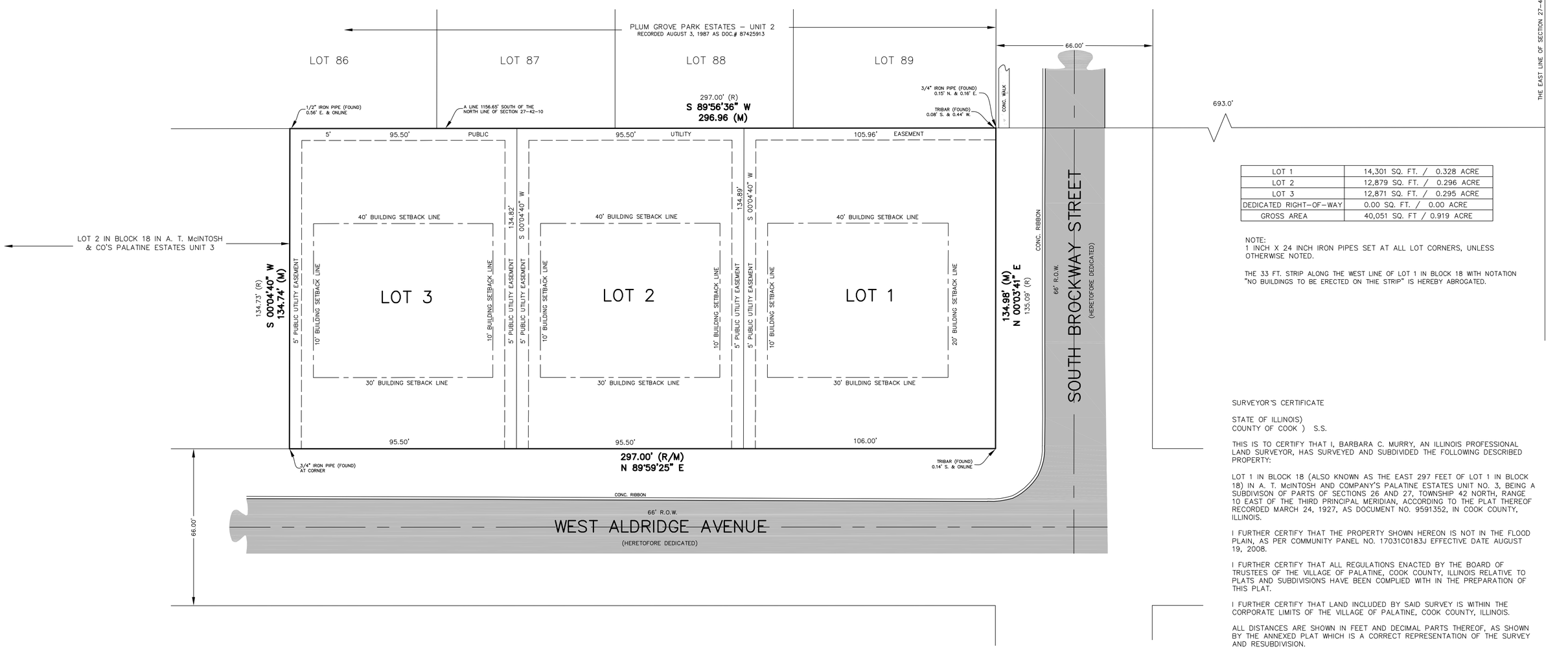
BEING A CONSOLIDATION OF

LOT 1 IN BLOCK 18 (ALSO KNOWN AS THE EAST 297 FEET OF LOT 1 IN BLOCK 18) IN A. T. McINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1927, AS DOCUMENT NO. 9591352, IN COOK COUNTY, ILLINOIS.

AREA = 40,050.35± S.F. / 0.919 ACRES

FOR COMMENT

N
W E
S
1" = 20'
0 0 10 20 40



LOT 1	14,301 SQ. FT. / 0.328 ACRE
LOT 2	12,879 SQ. FT. / 0.296 ACRE
LOT 3	12,871 SQ. FT. / 0.295 ACRE
DEDICATED RIGHT–OF–WAY	0.00 SQ. FT. / 0.00 ACRE
GROSS AREA	40,051 SQ. FT / 0.919 ACRE

NOTE:
1 INCH X 24 INCH IRON PIPES SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.

THE 33 FT. STRIP ALONG THE WEST LINE OF LOT 1 IN BLOCK 18 WITH NOTATION "NO BUILDINGS TO BE ERECTED ON THIE STRIP" IS HEREBY ABROGATED.

SURVEYOR'S CERTIFICATE

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

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

LOT 1 IN BLOCK 18 (ALSO KNOWN AS THE EAST 297 FEET OF LOT 1 IN BLOCK 18) IN A. T. McINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISON OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1927, AS DOCUMENT NO. 9591352, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT IN THE FLOOD PLAIN, AS PER COMMUNITY PANEL NO. 17031C0183J EFFECTIVE DATE AUGUST 19, 2008.

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

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

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

GIVEN UNDER MY HAND AND SEAL, AT PALATINE, ILLINOIS THIS 31TH DAY OF OCTOBER, 2023.

_____
BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2024

BARBARA C. MURRY
3529
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
PALATINE, ILL.

FOR COMMENT

Order Number: 23-1265
Survey Made For: Stonefield Group, Inc., LLC
SHEET 1 OF 2

Project Number: 23126500
Field Book: 374L-58
Drawing File: 223126500.dwg

Attachment: EXHIBIT - Plat of Subdivision (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)



MURRY AND MOODY, LTD.

Land Surveyors

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

NESSIE'S GROVE RESUBDIVISION

FOR COMMENT

VILLAGE OF PALATINE EASEMENT

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

ELECTRIC AND TELEPHONE

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

GAS

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

EASEMENTS APPROVED AND ACCEPTED BY:

COMMONWEALTH EDISON COMPANY

BY: _____

DATE: _____

TITLE: _____

AMERITECH ILLINOIS

BY: _____

DATE: _____

TITLE: _____

NORTHERN ILLINOIS GAS COMPANY (NICOR)

BY: _____

DATE: _____

TITLE: _____

CABLE TELEVISION

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

SURFACE WATER DRAINAGE

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

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

_____ _____
OWNER ILLINOIS PROFESSIONAL ENGINEER

DATED_____ DATED_____

VILLAGE COLLECTOR

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

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

DATED THIS _____DAY OF _____, A.D., 202_.

SIGNED: _____
VILLAGE COLLECTOR

VILLAGE ENGINEER

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

DATED: _____

SIGNED: _____
VILLAGE ENGINEER

PLAN COMMISSION

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

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, AT A MEETING HELD THIS _____DAY OF

_____, A.D., 202_.

SIGNED _____
CHAIRMAN

SIGNED _____
SECRETARY

VILLAGE COUNCIL

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

APPROVED BY THE COUNCIL OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D., 202___.

SIGNED _____
MAYOR

SIGNED _____
VILLAGE CLERK

SURVEYOR'S DESIGNATION OF RECORDING

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

DATE: _____

_____
BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2024.

BARBARA C. MURRY 3529 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PALATINE

PLAT RECORDED BY: NAME: _____

FIRM/ENTITY: _____

ADDRESS: _____

_____

PHONE: _____

SEND NEXT TAX BILL TO: _____

_____

_____

PERMANENT INDEX NUMBER: 02–27–200–007–0000

FOR COMMENT

OWNER'S CERTIFICATE

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

THE STONEFIELD GROUP, INC., LLC, DOES CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SUCH OWNER, HAVE CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED, AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREON SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE HEREON INDICATED.

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

LOTS 1 AND 2, AND 3 ALL INCLUSIVE:
SCHOOL DISTRICTS

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

THIS_____DAY OF_____, 2022.

SIGNED_____PRESIDENT

ATTEST: _____SECRETARY

NOTARY CERTIFICATE

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

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND AT THE SAME TIME OF SAID APPEARANCE ACKNOWLEDGED THAT THEY, AS SAID PRESIDENT AND SECRETARY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, THAT THEY SIGNED AND SEALED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS_____DAY

OF_____, 202____.

_____
NOTARY PUBLIC SIGNATURE AND SEAL.

MORTGAGE'S CERTIFICATE

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

GREENSTATE CREIDT UNION DOES HEREBY CERTIFY THAT AS MORTGAGEE OF THE PROPERTY DESCRIBED HEREON UNDER MORTGAGE DATED _____ AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON _____ AS DOCUMENT NUMBER _____, CONSENTS TO THE RESUBDIVISION AND PLAT HEREON DRAWN.

DATED AT _____, THIS _____ DAY OF _____, A.D., 202__.

BY: _____ _____ TITLE: _____

ATTEST: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I,_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____AND_____OF_____, ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS _____AND_____RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON, AND AT THE SAME TIME OF SAID APPEARANCE ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE SAID _____ _____DID THEN AND THERE ACKNOWLEDGE THAT HE/SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION DID AFFIX THE SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____DAY OF _____, A.D., 202__.

_____
NOTARY PUBLIC

Order Number: 23-1265
Survey Made For: Stonefield Group, Inc., LLC
SHEET 2 OF 2

Project Number: 23126500
Field Book: 374L-58
Drawing File: 23126500.dwg

Attachment: EXHIBIT - Plat of Subdivision (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

NESSIE'S GROVE SUBDIVISION

PALATINE, ILLINOIS

LEGEND

EXISTING		PROPOSED
	MANHOLE	
	CATCH BASIN	
	INLET	
	CLEANOUT	
	FLARED END SECTION	
	WATER VALVE BOX	
	BUFFALO BOX (B.BOX)	
	WATER VALVE & VAULT	
	FIRE HYDRANT	
	WELL	
	GAS VALVE	
	GAS METER	
	COMMUNICATION CANISTER	
	COMMUNICATION HANDHOLE	
	COMMUNICATION MANHOLE	
	ELECTRIC CANISTER	
	ELECTRIC HANDHOLE	
	ELECTRIC MANHOLE	
	ELECTRIC METER	
	TRAFFIC SIGNAL	
	TRAFFIC HANDHOLE	
	TRAFFIC CONTROL BOX	
	UTILITY POLE	
	UTILITY POLE W/ LIGHT	
	STREET LIGHT	
	STREET SIGN	
	BORING LOCATION	
	MAILBOX	
699.5	SPOT ELEVATIONS	699.74
	PROPERTY LINE	
	ADJACENT PROPERTY LINE	
	EASEMENT LINE	
	SETBACK LINE	
	RIGHT OF WAY LINE	
	STORM SEWER LINE	
	SANITARY SEWER LINE	
	WATERMAIN LINE	
UG	UNDERGROUND GAS LINE	UG
UT	UNDERGROUND COMM. LINE	UT
UE	UNDERGROUND ELECTRIC	UE
OH	OVERHEAD UTILITY	OH
	FENCE LINE	
	GUARDRAIL LINE	
	CONTOUR LINE	

- DECIDUOUS TREE
- EVERGREEN TREE
- OVERLAND FLOOD ROUTE
- DRAINAGE ROUTE
- DOWNSPOUT
- SILT FENCE LINE
- DEPRESSED CURB
- SOIL EROSION GEOTEXTILE PROTECTION
- CONCRETE
- BRICK
- ASPHALT
- BUILDING
- GRAVEL
- STONE

PROJECT LOCATION



PROJECT LOCATION MAP

INDEX OF SHEETS

1. COVER SHEET
2. EXISTING DONDITIONS AND DEMOLITION PLAN
3. SITE PLAN
4. DETAILS

	DATE	COMMENTS
1	1/26/2024	REVISED PER VILLAGE
2		
3		
4		
5		
6		

PREPARED FOR

THE STONEFIELD GROUP, INC.
info@stonefieldinc.com
1000 S. BROOCKWAY STREET
PALATINE, ILLINOIS 60067
OFFICE No. 847-963-9100
CELL NO. 847-404-7585

BOUNDARY AND TOPOGRAPHIC INFORMATION
TAKEN FROM A SURVEY BY
MURRY AND MOODY, LTD.
933 S. PLUM GROVE ROAD, SUITE 101
PALATINE, ILLINOIS 60067

SITE BENCHMARK #1

RIM OF A SANITARY MANHOLE LOCATED AT THE NORTHEAST CORNER OF ALDRIDGE AVENUE AND SMITH STREET.

ELEVATION = 746.18

Know what's **below.**
Call before you dig.

ISSUED FOR REVIEW

NOTICE TO CONTRACTORS

EXISTING UTILITIES

WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF OVERHEAD AND/OR UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR VERACITY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. HE SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL PUBLIC AND PRIVATE UTILITY COMPANIES WHICH MAY HAVE OVERHEAD OR UNDERGROUND FACILITIES IN THE AREA BEFORE CONSTRUCTION BEGINS. (SEE SPECIFICATIONS)

ENGINEER'S CERTIFICATION

STATE OF ILLINOIS)
SS.
COUNTY OF DuPAGE)

I, ERIC FOYTIK, A REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY MORRIS ENGINEERING, INC. 515 WARRENVILLE ROAD, LISLE, ILLINOIS, 60532 UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS. I FURTHER STATE THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE PONDING OR FLOODING ON THE PROPERTY OR ADJACENT PROPERTIES.

DATED THIS 26TH DAY OF JANUARY, A.D. 20 24

ERIC FOYTIK
062-068043
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS

ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. 062-068043
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2025

COVER SHEET

NESSIE'S GROVE SUBDIVISION
PALATINE, ILLINOIS

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com

BETTER INFRASTRUCTURE. BETTER ENVIRONMENTS. BETTER LIFE!

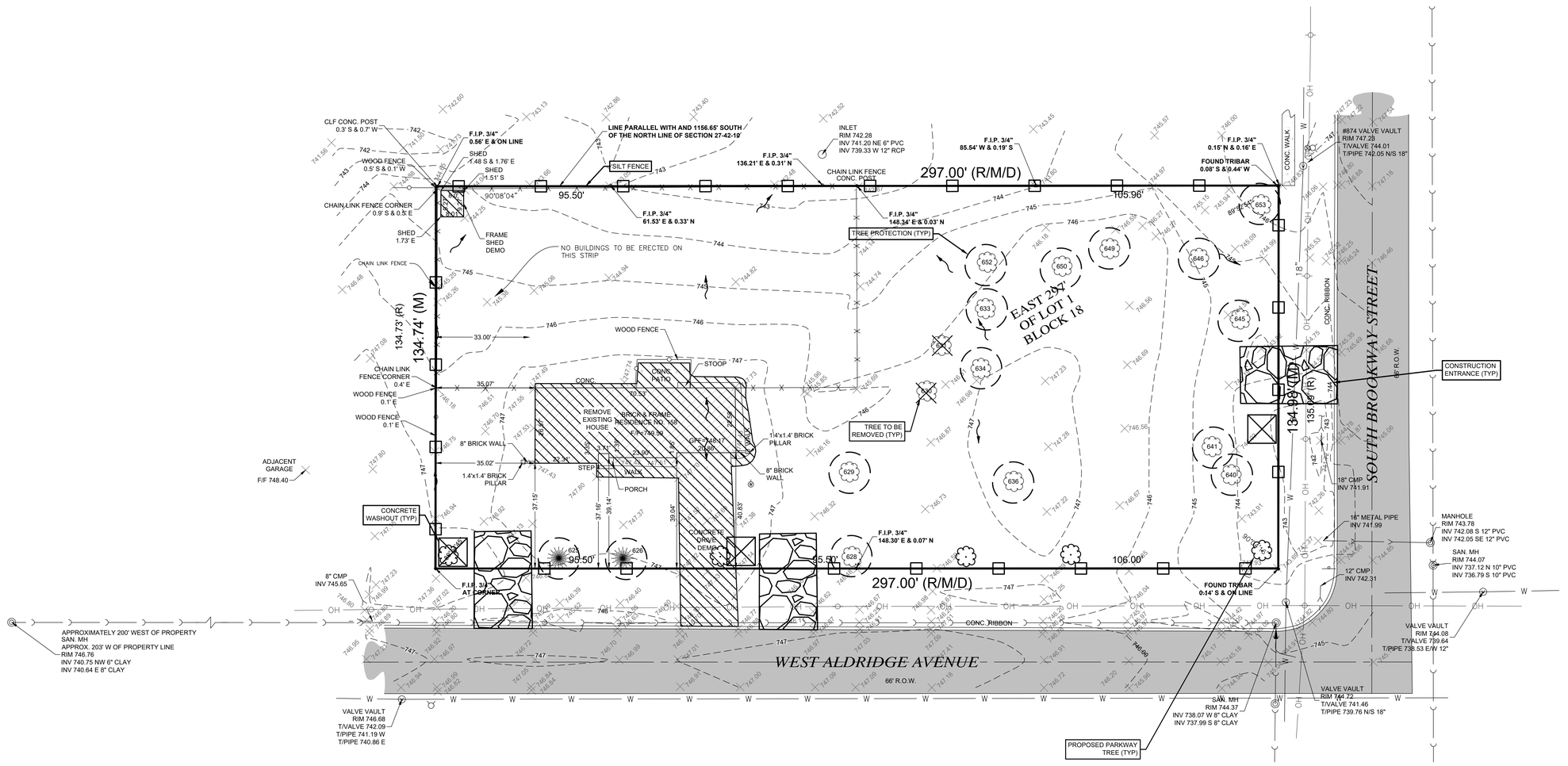
FIELD CREW:	N/A
DRAWN BY:	NG
CHECKED BY:	ARS
APPROVED BY:	EF
DATE:	10/17/2023
SCALE:	HORIZ –
	VERT –

SHEET **1** OF 4 SHEETS

PROJ # 23-09-2001

Attachment: EXHIBIT - Engineering Plans (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

1/26/2024 1:52:30 PM
1:\2023\23-09\2001 - 158 W Aldridge, Palatine\Engineering\Rev-1\23-09-2001-ENG 2024-01-26.dwg



	DATE	REVISED PER VILLAGE COMMENTS.
1	1/26/2024	
2		
3		
4		
5		
6		

EXISTING CONDITIONS AND DEMO PLAN

NESSIE'S GROVE SUBDIVISION
PALATINE, ILLINOIS

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.eqivil.com

FIELD CREW:	N/A
DRAWN BY:	NG
CHECKED BY:	ARS
APPROVED BY:	EF
DATE:	10/17/2023
SCALE: HORIZ	1"=20'
VERT	--

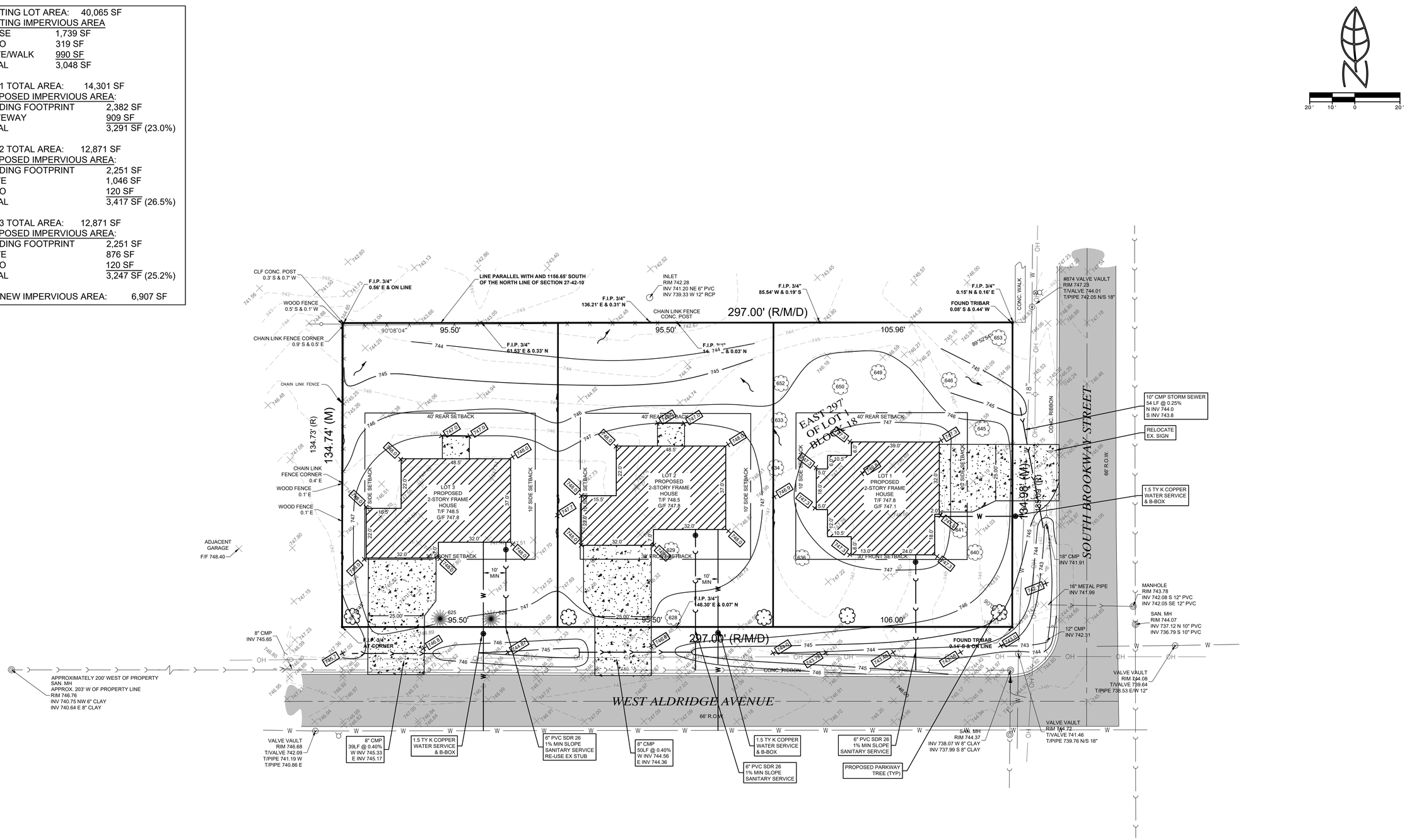
SHEET **2** OF 4 SHEETS

PROJ # 23-09-2001

Attachment: EXHIBIT - Engineering Plans (2024:24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

1/26/2024 1:52:30 PM
I:\2023\23-09\2001 - 158 W Aldridge, Palatine\Engineering\Rev-1\23-09-2001-ENG 2024-01-26.dwg

EXISTING LOT AREA:	40,065 SF
EXISTING IMPERVIOUS AREA	
HOUSE	1,739 SF
PATIO	319 SF
DRIVE/WALK	990 SF
TOTAL	3,048 SF
LOT 1 TOTAL AREA:	14,301 SF
PROPOSED IMPERVIOUS AREA:	
BUILDING FOOTPRINT	2,382 SF
DRIVEWAY	909 SF
TOTAL	3,291 SF (23.0%)
LOT 2 TOTAL AREA:	12,871 SF
PROPOSED IMPERVIOUS AREA:	
BUILDING FOOTPRINT	2,251 SF
DRIVE	1,046 SF
PATIO	120 SF
TOTAL	3,417 SF (26.5%)
LOT 3 TOTAL AREA:	12,871 SF
PROPOSED IMPERVIOUS AREA:	
BUILDING FOOTPRINT	2,251 SF
DRIVE	876 SF
PATIO	120 SF
TOTAL	3,247 SF (25.2%)
NET NEW IMPERVIOUS AREA:	6,907 SF



NOTES:

1. EROSION CONTROL IS TO BE IN PLACE BEFORE ANY WORK BEGINS ON THE SITE.
2. ROW TO BE RESTORED WITH 4" OF TOPSOIL AND SEED AND BLANKET.
3. STOCKPILE OF MATERIALS TO REMAIN FOR MORE THAN THREE DAYS SHALL HAVE EROSION CONTROL INSTALLED AROUND THE PERIMETER.
4. UTILITY SERVICES TO BE BORED UNDER THE EXISTING STREETS.
5. NEW 2" MINIMUM PARKWAY TREE, PLATED OUTSIDE THE OVERHEAD UTILITIES. 5 TOTAL, SPACED RANDOMLY. HONEY LOCUST, RED MAPLE, OR EQUAL.

DATE		REVISED PER VILLAGE COMMENTS.
1	1/26/2024	
2		
3		
4		
5		
6		

SITE PLAN

NESSIE'S GROVE SUBDIVISION
PALATINE, ILLINOIS

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com

BETTER INFRASTRUCTURE BETTER ENVIRONMENTS BETTER LIFE!

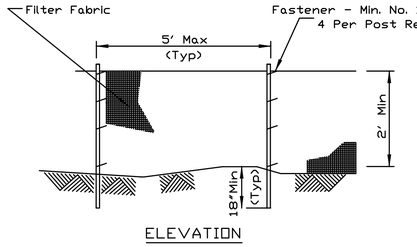
FIELD CREW:	N/A
DRAWN BY:	NG
CHECKED BY:	ARS
APPROVED BY:	EF
DATE:	10/17/2023
SCALE: HORIZ	1"=20'
VERT	–

SHEET **3** OF 4 SHEETS

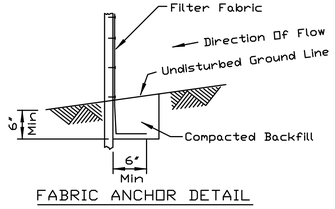
PROJ # 23-09-2001

1/26/2024 1:52:30 PM
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Attachment: EXHIBIT - Engineering Plans (2024-24 - 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)



ELEVATION

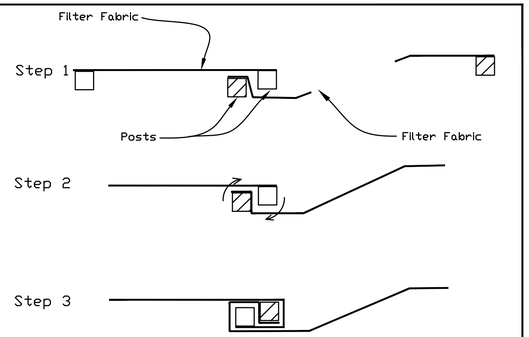


FABRIC ANCHOR DETAIL

NOTES:
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class I with equivalent opening size of at least 30 for nonwoven and 50 for woven.
3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

REFERENCE		STANDARD DWG. NO.	
Project		NRCS Natural Resources Conservation Service	IL-620
Designed	Date		SHEET 1 OF 2
Checked	Date		DATE 11-20-01
Approved	Date		

SILT FENCE PLAN
SHEET 1 OF 2

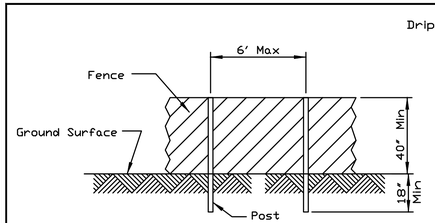


NOTES:
1. Place the end post of the second fence inside the end post of the first fence.
2. Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material.
3. Drive both posts a minimum of 18 inches into the ground and bury the flap.

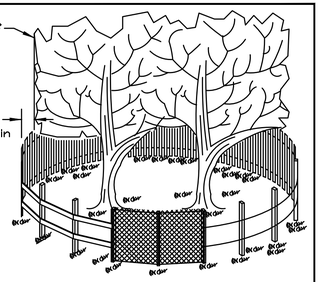
ATTACHING TWO SILT FENCES

REFERENCE		STANDARD DWG. NO.	
Project		NRCS Natural Resources Conservation Service	IL-620(W)
Designed	Date		SHEET 2 OF 2
Checked	Date		DATE 1-29-99
Approved	Date		

SILT FENCE PLAN
SHEET 2 OF 2



POST AND FENCE DETAIL

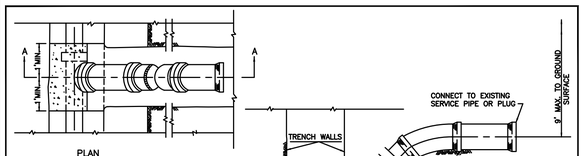


SIDE VIEW

NOTES:
1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with a minumum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

REFERENCE		STANDARD DWG. NO.	
Project		NRCS Natural Resources Conservation Service	IL-690
Designed	Date		SHEET 1 OF 1
Checked	Date		DATE 4-7-94
Approved	Date		

TREE PROTECTION FENCING

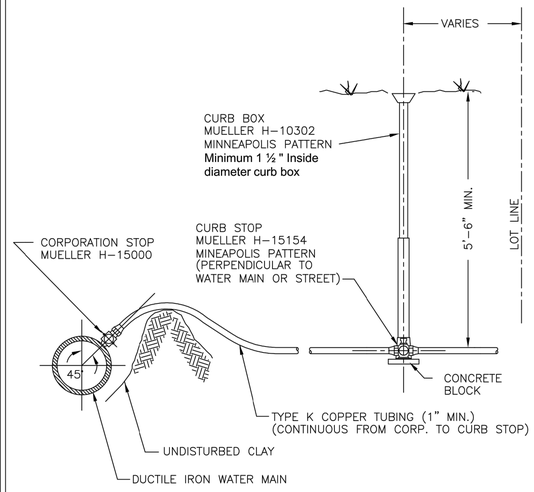


NOTE: WHERE SERVICE LINE IS BELOW FORCE MAIN, CONNECTION IS MADE ABOVE NORMAL FLOW OF MAIN SEWER.

NOTE: RISERS TO BE CONSTRUCTED IN LIEU OF WYES WHERE SEWER DEPTH EXCEEDS 12'-0". FOR PIPE MATERIAL AND CONCRETE SEE SPECIFICATIONS.

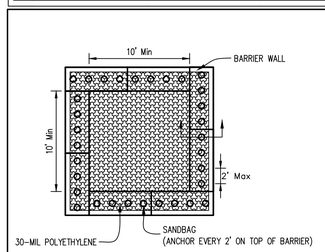
TYPICAL RISER FOR SERVICE LATERAL
DIV. V/STANDARD DRAWING NO. 7

WATER SERVICE DETAIL

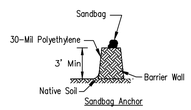


NOTES:
WATER SERVICE LINE SHALL BE IN A SEPARATE TRENCH 10 FT. FROM THE SANITARY SEWER SERVICE LINE OR IN THE SAME TRENCH BUT ON A SHELF 18" ABOVE THE SEWER LINE, IN WHICH CASE THE SEWER PIPE MATERIAL SHALL BE DUCTILE IRON OR SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.

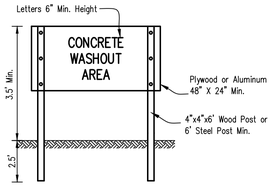
TAPS TO HDPE WATER MAIN REQUIRE ELECTROFUSION SADDLE
TAPS TO PVC WATER MAIN REQUIRE STAINLESS STEEL TAPPING SLEEVE



PLAN VIEW



BARRIER WALL ANCHOR SECTION



SIGN DETAIL

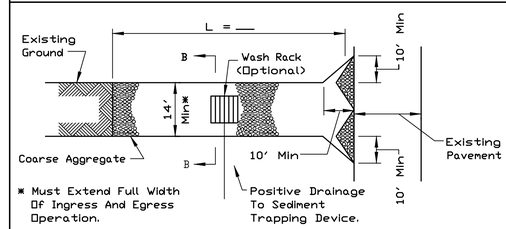
NOTES:
1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

No.	Revision	Date	Approved
1	ADDED NOTES	6/08	

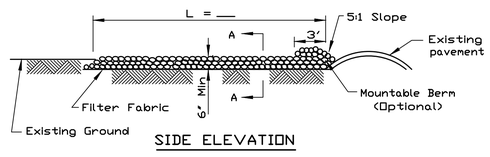
TEMPORARY CONCRETE WASHOUT FACILITY - BARRIER WALL

Designed: Date
Drawn: B. JOHNSON 6/08
Checked:
Approved:

STABILIZED CONSTRUCTION ENTRANCE PLAN



PLAN VIEW

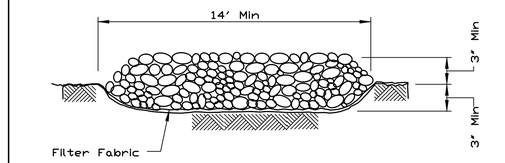


SIDE ELEVATION

NOTES:
1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE		STANDARD DWG. NO.	
Project		NRCS Natural Resources Conservation Service	IL-630
Designed	Date		SHEET 1 OF 2
Checked	Date		DATE 8-18-94
Approved	Date		

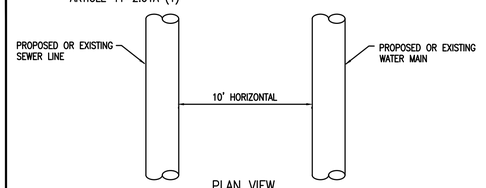
STABILIZED CONSTRUCTION ENTRANCE PLAN



SECTION A-A

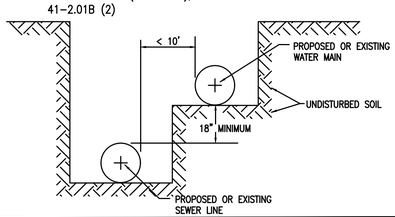
REFERENCE		STANDARD DWG. NO.	
Project		NRCS Natural Resources Conservation Service	IL-630
Designed	Date		SHEET 2 OF 2
Checked	Date		DATE 8-18-94
Approved	Date		

WHEN PROPOSED SEWER (OR WATER) IS LOCATED 10 FEET OR MORE FROM EXISTING WATER (OR SEWER), NO SPECIAL CONSTRUCTION REQUIRED. SEE ARTICLE 41-2.01A (1)



PLAN VIEW

WHEN PROPOSED SEWER (OR WATER) IS LOCATED LESS THAN 10 FEET FROM EXISTING WATER (OR SEWER), DETAILS BELOW SHALL APPLY. SEE ARTICLE 41-2.01B (2)



WATER AND SEWER SEPARATION REQUIREMENTS

HORIZONTAL SEPARATION

STANDARD DRAWING NO.18

No.	DATE	REVISED PER VILLAGE COMMENTS.
1	1/26/2024	
2		
3		
4		
5		
6		

DETAIL SHEET

NESSIE'S GROVE SUBDIVISION
PALATINE, ILLINOIS

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com

BETTER INFRASTRUCTURE BETTER ENVIRONMENTS BETTER LIFE!

FIELD CREW:	N/A
DRAWN BY:	NG
CHECKED BY:	ARS
APPROVED BY:	EF
DATE:	10/17/2023
SCALE:	HORIZ –
	VERT –

SHEET 4 OF 4 SHEETS

PROJ # 23-09-2001

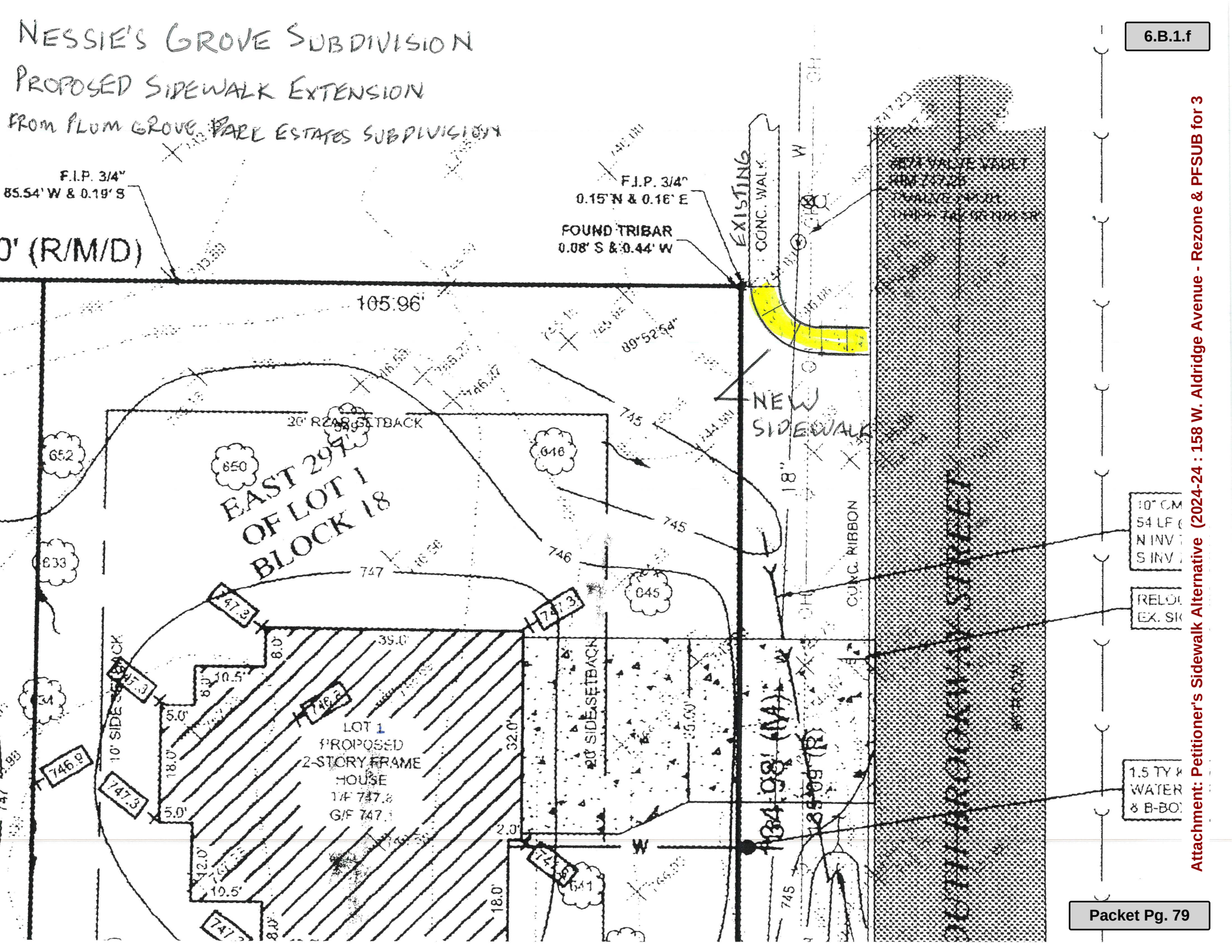
Attachment: EXHIBIT - Engineering Plans (2024-24 - 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

1/26/2024 1:52:30 PM
I:\2023\23-09\2001 - 158 W Aldridge, Palatine\Engineering\Rev-1\23-09-2001-ENG 2024-01-26.dwg

NESSIE'S GROVE SUBDIVISION

PROPOSED SIDEWALK EXTENSION

FROM PLUM GROVE PARK ESTATES SUBDIVISION



Attachment: Petitioner's Sidewalk Alternative (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3

Lyn Bremanis

From: STEVE MACCABE
Sent: Saturday, February 24, 2024 12:53 PM
To: Lyn Bremanis
Subject: Regarding Nessie's Grove Subdivision

Caution: This is an external email, Please take care when clicking links or opening attachments. When in doubt, please talk with the sender or check with VOP IT

Lyn Bremanis,

We live at 1065 South Brockway Street, one block from the proposed Nessie's Grove Subdivision. We have lived here since April, 2028. Gary Wronkiewicz of the Stonefield Group is our neighbor and the builder of our home.

We are very pleased that Gary is planning to build three new homes in Nessie's Grove. These homes will definitely fit into the area and help add value to the existing homes.

However, We are **NOT** in favor of having sidewalks being added/mandated in Nessie's Grove!! The 'country style' natural setting is consistent with the rest of the neighborhood. We know that this area has been referred to as "rural Palatine" and want to keep it that way. It's one of the reasons we chose to live in this area. We do **NOT** want sidewalks added to our neighborhood!

This neighborhood was originally annexed to Palatine in 1990. At that time, a resolution was unanimously passed by the Village that this area would remain as "as-is", without sidewalks. When was that resolution changed? Or is this simply a whim of the Planning & Zoning Department? The start of sidewalks being added will open the opportunity for the Village to begin installing more connecting sidewalks through the neighborhood. Sidewalks would drastically change the character of our neighborhood and its appearance.

We are **vehemently opposed** to sidewalks being part of Nessie's Grove Subdivision! The Village should uphold their original agreement of no sidewalks in this neighborhood.

Steve and Carol MacCabe
1065 South Brockway Street
Palatine 60067

Attachment: Letter of Objection 1 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Village of Palatine
Building & Zoning Committee
200 E. Wood Street
Palatine, IL 60067

Re: Property on Aldridge & Brockway proposed rezoning from R-1 to R-2 including the property address of 158 Aldridge, Palatine, IL

To Whom It May Concern:

We are 40 year residents of the residential area that includes the above-captioned property. We were, as well as the original owner of 158 Aldridge, a participant in the decision to annex into the Village of Palatine and believed that the village would uphold that agreement as "binding".

As per the zoning Resolution R-7-90, Section 1 dated 2/12/90, it was agreed that the zoning of said unincorporated area shall be "R-1". We were at the zoning meeting on 2/27/24 in which several neighbors spoke about our intention to uphold the original Resolution to have the property remain R-1. It was unfortunate that your committee went against this agreement that was entered in good faith among all parties to allow the subject property to be rezoned to R-2. Most likely this is a "monetary" decision that benefits the Village, but not the residents. If that can be done, what is the validity and contractual obligation of the village to adhere to the original agreement? In addition, this sets an unfortunate precedent for other landowners to divide larger parcels and do the same. The village originally agreed to leave the property R-1 as signed by the then president Rita Mullins, and now is breaking that contract.

As we are unable to attend the 3/18 meeting, we hereby request that you reconsider the rezoning of this property and adhere to the village's original good faith agreement and contractual obligation to leave this land R-1. That is what you agreed to in 1990 and that is what you should be legally responsible to uphold!

Sincerely,

Tom & Mary Ann White
172 W. Bryant Avenue
Palatine, IL 60067

Cc: Major's Office; Village Attorney



Attachment: Letter of Objection 2 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

VILLAGE OF PALATINE Est 1866

200 E. Wood Street · Palatine, IL · 60067
Telephone: (847) 359-9050 · Fax (847) 359-9094
www.palatine.il.us

Reid Ottesen
Village Manager

March 7, 2024

Tom and Mary Ann White
172 W. Bryant Avenue
Palatine, IL 60067

Dear Mr. and Mrs. White:

I received a copy of your letter regarding the property located at Aldridge Avenue and Brockway Street and wanted to provide a response that hopefully helps clarify the Village's past actions and current proposal.

As you referenced, the annexation and rezoning of the majority of the area occurred in 1990. The following should help at least clarify different points in your letter. As I did not start my tenure in Palatine until 1998, I am basing this on the laws and regulations in place and not on any comments made:

Resolution R-7-90 - Section 1 agreed to rezone the unincorporated area to R-1:

- That is correct, but so you understand, under State law any property annexed must be rezoned to the most restrictive zoning upon annexation (which for the Village of Palatine is R-1). Following that, a property can be rezoned as determined by the municipality. I will also note that Section 1 of the resolution indicated the intention to zone the three lots at the northeast corner of Smith Street and Aldridge Avenue to R-2 (and the rezoning of these three lots to R-2 occurred immediately following the Village's annexation of those properties in 1990).

- You indicate the Village has gone against the "agreement". What was adopted in 1990 was a resolution outlining the Village's intentions regarding a portion of the unincorporated area at that time. A resolution is not a binding agreement, as would be the case if it was a formal annexation agreement (signed by all impacted property owners). That said, even if for the sake of discussion, the resolution would rather have been an annexation agreement, by Illinois law, an annexation agreement is only valid for 20 years. Thus, any commitments of an annexation agreement approved in 1990 would have expired in 2010.

- Lastly, the proposed rezoning and subdivision of the property at 158 W. Aldridge Avenue is not the first development that differs from the intentions outlined in Resolution R-7-90. Murray's Aldridge Subdivision (which included a rezoning to

Attachment: Village Response to Letter of Objection 2 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

R-1B) was approved by the Village in 1993, resulting in the redevelopment of one property at the southwest corner of Smith Street and Aldridge Avenue into 5 single-family homes.

This is a "monetary" decision that benefits the Village:

- I do not know the basis for this statement and can assure you that this is not in any way the case. The Village receives approximately 10% of any property taxes paid on a property. What will be received from this subdivision will generate very little in the way of revenues for the Village and, most likely, the costs of delivering services should they have any police or fire calls will outweigh these revenues.

What is the validity and contractual obligation of the Village to adhere to the original agreement?

- As referenced earlier, there was never a contractual obligation and there is no contract being broken.

The Planning and Zoning Commission that heard this matter on March 18th is an advisory body to the Village Council. It is the Village Council that ultimately makes any final decision with the input from the Planning and Zoning Commission and the recommendations from Village staff.

Sincerely,



Reid Ottesen
Village Manager

Attachment: Village Response to Letter of Objection 2 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Lyn Bremanis

From: Chris Gibala
Sent: Saturday, March 9, 2024 9:21 AM
To: Lyn Bremanis
Subject: Nessies Grove Subdivision sidewalk

Caution: This is an external email, Please take care when clicking links or opening attachments. When in doubt, please talk with the sender or check with VOP IT

Hi Lyn,

I am emailing you regarding the villages sidewalk requirement for this new proposed subdivision which will be on the agenda at the Village Board meeting on 3/18/24.

We live at 1070 S. Brockway St. My wife and I purchased this home (our first home) in 2009 and since then we have also welcomed our two children. We often walk around the neighborhood with our children. Currently there is a partial sidewalk along S. Brockway St that extends south from W. Boardwalk Dr and stops about half way between W. Boardwalk Dr. and W. Aldridge Ave. The way this sidewalk just ends in the middle of grass has always been very odd looking and somewhat of an eyesore that even the kids point out to us on our walks.

We do not know all the specifics regarding how much sidewalk the village is requiring be put in and where exactly, however our opinion is that this sidewalk that just stops in the middle of nothing/grass should at least be extended further south to meet up with W. Aldridge. The recently approved re-zoning is not expected to alter the neighborhoods appearance, and we believe that extending this section of sidewalk to reach a street, rather than ending in the middle of grass will not only maintain but also improve the neighborhoods appearance.

Thank you for your consideration.

Thank you,
Chris Gibala

Sent from my iPhone

Attachment: Letter of Support for Sidewalk Extension Along Brockway Street (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

VILLAGE OF PALATINE

VILLAGE OF PALATINE
Planning and Zoning Commission

SCHEDULED 02/27/24 07:00 PM

STAFF REPORT (ID # 8880)

158 W. Aldridge Avenue

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Lyn Bremanis

PETITIONER: Jeff Wronkiewicz, The Stonefield Group Inc

PLAN NUMBER: PFSUB-000001-2023

BACKGROUND:

The property was annexed in 1990 and is approximately .91 acres (40,050 square feet). It is currently zoned R-1 single-family residential. Properties to the west, north and east all follow the R-2 zoning regulations. While the properties to the south are zoned R-1, there are several lots that do not meet the current minimum required minimum R-1 lot size of 20,000 square feet.

The Petitioner is requesting a Preliminary and Final Subdivision to subdivide the subject property into 3 lots and to rezone the property from R-1 to R-2. Therefore, the Petitioner is requesting:

Preliminary/Final Plat of Subdivision to permit a 3-lot Single-family Residential Development.

Rezoning from R-1 Single Family Residential to R-2 Single-family Residential.

Surrounding Zoning/Uses:

North:	Planned Development - Single Family Residential (Plum Grove Estates Unit #2)
South:	R-1 Single Family Residential
East:	R-2 Single Family Residential
West:	R-2 Single Family Residential (A.T. McIntosh and Company's Palatine Estates #3)

KEY ISSUES:

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Zoning and Site Design

The Petitioner is requesting preliminary and final plat of subdivision to subdivide the property into three parcels. The Petitioner is also requesting to rezone the property to R-2. The proposed lots would conform to all restrictions of both the R-2 zoning district and the Subdivision Regulations and would all exceed the minimum R-2 lot size requirements, as noted in the table below:

	Lot Size (9,000 sq. ft. for interior lot; 10,000 sq. ft. for corner lot)	**Lot Width (75' required for interior lot; 85' for corner lot)**	**Lot Depth (110' required)**
Lot 1	14,310 sq. ft.	106'	139.04'
Lot 2	12,897 sq. ft.	95.5'	139.04'
Lot 3	12,897 sq. ft.	95.5'	139.04'

Engineering

The property is currently on well and septic systems. As required, the proposed lots will connect to Village water and sewer. Both utilities currently exist along Aldridge and Brockway therefore an additional extension would not be required. The Subdivision and Site Development Ordinance requires the installation of sidewalks along the Aldridge and Brockway frontages. This is also a required condition of review.

Nevertheless, the Petitioners are requesting a waiver of this requirement for consideration by the Village Council.

STAFF RECOMMENDATION:

The Plat of Subdivision is consistent with the many of the existing neighboring lots that are zoned R-2 or are zoned R-1 but do not meet the R-1 standards in lot size and are similar to what is being proposed. Additionally, the proposed larger R-2 properties will also serve as a transition from the lot sizes to the north and the R-1 properties to the south. The proposed rezoning and 3 lot subdivision is also consistent with the 3-lot R-2 zoned properties directly west of the Subject Property. Finally, the proposed lots comply with all of the bulk R-2 standards and exceed the minimum required lot areas and depths, per the Subdivision Ordinance. Therefore, Staff recommends approval of the proposed request, subject to the following conditions:

1. The development shall substantially conform to the engineering plans prepared

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

by Morris Engineering, Inc. dated 1/26/24 and attached hereto as Exhibit 'A' except as such plans may be revised to conform to Village Codes and Ordinances.

2. The Final Plat of Subdivision shall be submitted on Mylar with the required signatures and significantly conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and attached hereto.
3. The Final Engineering Plans, Final Engineer's Cost Estimate, and Tree Preservation Plans shall be revised in a manner acceptable to the Village Engineer and Director of Planning and Zoning.
4. Sidewalks and parkway trees will remain Staff recommended conditions of the subdivision review and should be included on both the engineering plans and EEOPC, in a manner acceptable to the Village Engineer. If the Village Council grants a waiver for a sidewalk along either street, the engineering plans and site should be designed and graded to accommodate sidewalks, if they were to be installed in the future. In addition to paying the cash in lieu of fees, the engineering plans should be designed to include sidewalks along both Aldridge Avenue and Brockway Street.
5. A Public Improvement letter of credit or appropriate security shall be submitted in a manner acceptable to the Village Engineer.
6. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
7. A Subdivision Improvement Agreement shall be submitted in a manner acceptable to the Village Attorney.
8. Recording fees in the amount of $300 shall be submitted.
9. A construction management plan indicating the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer and Director of Planning and Zoning.
10. All required extra agency permits shall be submitted in manner acceptable to the Village Engineer.

ATTACHMENTS:

- Aerial Map
- Application
- Plat of Survey
- Plat of Subdivision
- Engineering Plans

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

- Proposed Tree Preservation
- Representational Elevations
- Public Notice
- Letters of Objection

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

GISConsortium

158 W Aldridge Ave



0 300 600 ft

Print Date: 7/31/2023

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: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

VILLAGE OF PALATINE

PRELIMINARY & FINAL PLAT OF SUBDIVISION

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

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Petitioner Name

Jeff Wronkiewicz

Business Name (if applicable)

Palatine Park District

Property Owner (if different from petitioner)

The Stonefield Group Inc

Subject Property Address

158 W. Aldrige Avenue

Property Interest of Petitioner(s):

Owner
Owner, Lessee, Contract Purchaser, etc.

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

Single Family Residential

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

Single Family Residential

Current zoning of property: R-1

Size of the property: .92 **acres**

State the specific action requested:

To rezone from R-1 to R-2 and subdivide into 3 lots.

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

VILLAGE OF PALATINE

REZONING

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

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

Date received

PLEASE TYPE OR PRINT IN INK:

1. Name of Petitioner(s): Jeff Wronkiewicz

2. Authorized Agent of Petitioner (if different):
   Name: Gary Wronkiewicz
   Address: 1000 S Brockway St, Palatine, IL 60067
   Telephone No. 847-963-9100 Business No. 847-963-9100
   Relationship to Petitioner: Father

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

4. Address of the property for which this application is being filed:
   158 W Aldridge Ave

5. This petition is for: (check one)
   X Rezoning of currently incorporated property (within Village limits)
   _____ Rezoning of currently unincorporated property, in conjunction with annexation

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

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

8. Current zoning of property: R-1 Size of the Property: 0.92 acres

9. Proposed new zoning classification: 3 Lots each Zoned R-2

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

PETITIONER JUSTIFICATION:

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

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

The existing home on the property is an outdated ranch home that cannot be reasonably repurposed or redeveloped, and the majority of the property is vacant land. Rezoning would provide the highest and best use of the property and would also conform to the existing properties in the neighborhood.

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

Yes, the adjacent property to the West was rezoned into three R-2 lots and was originally R-1 and of very similar dimentions to our property. The properties to the East on the other side of Brockway Street are also zoned R-2.

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

No, this rezoning would provide R-2 lots to develop single family homes and each lot would meet the R-2 zoning requirements, thus maintaining the low density suburban residential character of the neighborhood.

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

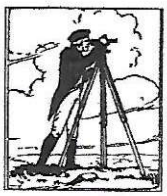
No, the rezoning would conform to the surrounding properties and any single family development would also conform to the surrounding properties. Since each lot in the rezoning would meet the R-2 requirements, it would not have an adverse effect in the value or use of enjoyment of the surrounding properties.

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

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

Signature: J. Jeffrey Wronkiewicz Date: 11/29/2023

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)



MURRY AND MOODY, LTD.

Land Surveyors

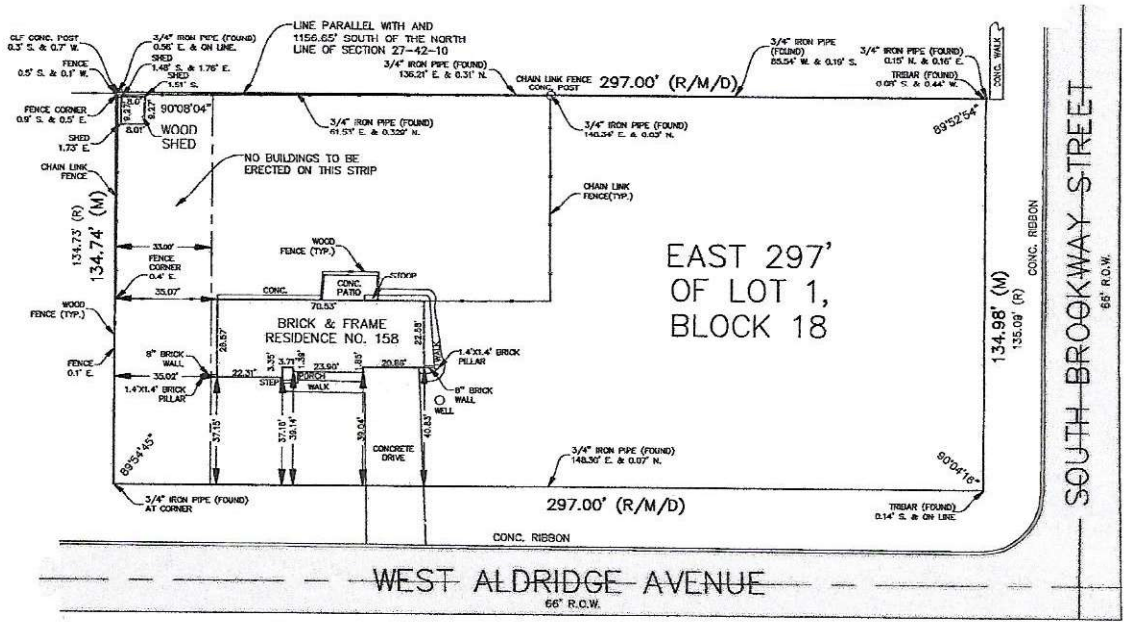
Illinois Professional Land Surveying Firm Corporation License No. 184-002845
933 S. Plum Grove Road, Suite 101
Palatine, Illinois 60067
www.murrysurvey.com info@murrysurvey.com Phone: (847)358-5960

PLAT OF SURVEY

OF

THE EAST 297 FEET OF LOT 1 IN BLOCK 18 IN ARTHUR T. MCINTOSH & CO.'S PALATINE ESTATES, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF SECTIONS 26, 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 40,050.35 ± S.F. / 0.919 ACRE



SURVEYORS' NOTE:
THE RECORD E/W DIMENSION OF LOT 1 IS 297.0 FEET THE ADJOINING PROPERTY TO THE WEST HAS NO PART OF LOT 1.

LEGEND AND NOTES

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

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

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

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

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

Order Number: 23-1157

Survey Made For: Garnello And Associates, P. C.
Attorneys At Law

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, Barbara C. Murry, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey and that this professional service conforms to the current Illinois minimum standards for a boundary survey.

Date of completion of field work: July 7, 2023

Palatine, Illinois: July 11, 2023

BARBARA C. MURRY 3529 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PALATINE IL

Illinois Professional Land Surveyor Barbara C. Murry 035-003529
License Renewal date: November 30, 2024

Project Number: 23115700
Field Book: 374L50-51
Drawing File: 23115700.dwg

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

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

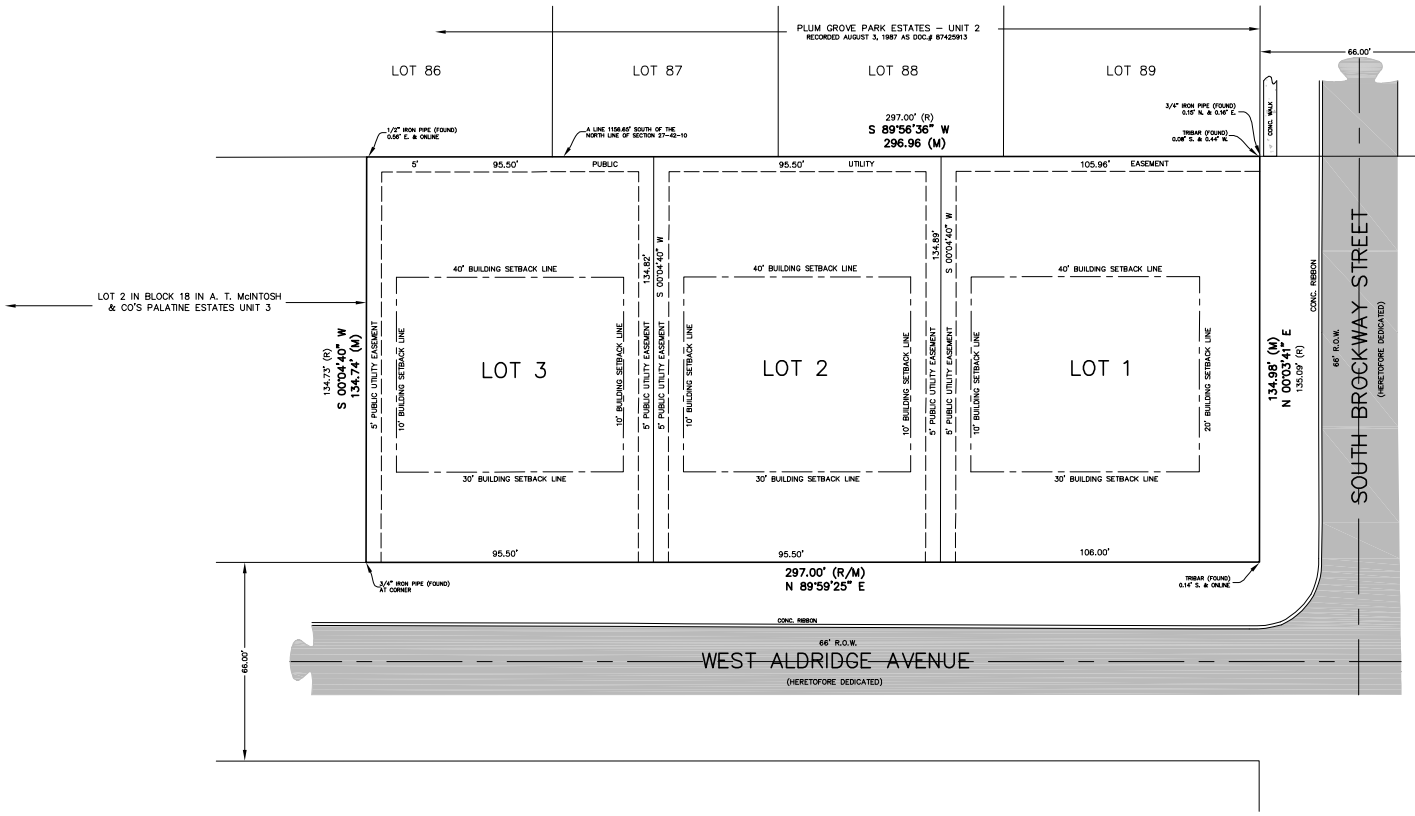
NESSIE'S GROVE RESUBDIVISION

BEING A CONSOLIDATION OF

LOT 1 IN BLOCK 18 (ALSO KNOWN AS THE EAST 297 FEET OF LOT 1 IN BLOCK 18) IN A. T. McINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1927, AS DOCUMENT NO. 9591352, IN COOK COUNTY, ILLINOIS.

AREA = 40,050.35± S.F. / 0.919 ACRES

FOR COMMENT



LOT 1	14,301 SQ. FT. / 0.328 ACRE
LOT 2	12,879 SQ. FT. / 0.296 ACRE
LOT 3	12,871 SQ. FT. / 0.295 ACRE
DEDICATED RIGHT–OF–WAY	0.00 SQ. FT. / 0.00 ACRE
GROSS AREA	40,051 SQ. FT / 0.919 ACRE

NOTE:
1 INCH X 24 INCH IRON PIPES SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.

THE 33 FT. STRIP ALONG THE WEST LINE OF LOT 1 IN BLOCK 18 WITH NOTATION "NO BUILDINGS TO BE ERECTED ON THIS STRIP" IS HEREBY ABROGATED.

SURVEYOR'S CERTIFICATE

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

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

LOT 1 IN BLOCK 18 (ALSO KNOWN AS THE EAST 297 FEET OF LOT 1 IN BLOCK 18) IN A. T. McINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISON OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1927, AS DOCUMENT NO. 9591352, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT IN THE FLOOD PLAIN, AS PER COMMUNITY PANEL NO. 17031C0183J EFFECTIVE DATE AUGUST 19, 2008.

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

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

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

GIVEN UNDER MY HAND AND SEAL, AT PALATINE, ILLINOIS THIS 31TH DAY OF OCTOBER, 2023.

_____
BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2024

BARBARA C. MURRY 3529 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PALATINE, IL

Project Number: 23126500
Field Book: 374L-58
Drawing File: 223126500.dwg

Order Number: 23-1265
Survey Made For: Stonefield Group, Inc., LLC
SHEET 1 OF 2

FOR COMMENT

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)
Attachment: Plat of Subdivision (158 W. Aldridge Avenue PFSUB and Rezone 3 lots)

MURRY AND MOODY, LTD.
Land Surveyors
Illinois Professional Land Surveying Firm Corporation License No. 184–002845
933 S. Plum Grove Road, Suite 103
Palatine, Illinois 60067
www.murrysurvey.com info@murrysurvey.com Phone: (847)358–5960

NESSIE'S GROVE RESUBDIVISION

FOR COMMENT

VILLAGE OF PALATINE EASEMENT

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

ELECTRIC AND TELEPHONE

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

GAS

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

EASEMENTS APPROVED AND ACCEPTED BY:

COMMONWEALTH EDISON COMPANY

BY: _____

DATE: _____

TITLE: _____

AMERITECH ILLINOIS

BY: _____

DATE: _____

TITLE: _____

NORTHERN ILLINOIS GAS COMPANY (NICOR)

BY: _____

DATE: _____

TITLE: _____

CABLE TELEVISION

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

SURFACE WATER DRAINAGE

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

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

_____ _____
OWNER ILLINOIS PROFESSIONAL ENGINEER

DATED_____ DATED_____

VILLAGE COLLECTOR

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

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

DATED THIS _____DAY OF _____, A.D., 202_.

SIGNED: _____
VILLAGE COLLECTOR

VILLAGE ENGINEER

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

DATED: _____

SIGNED: _____
VILLAGE ENGINEER

PLAN COMMISSION

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

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, AT A MEETING HELD THIS _____DAY OF _____, A.D., 202_.

SIGNED _____
CHAIRMAN

SIGNED _____
SECRETARY

VILLAGE COUNCIL

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

APPROVED BY THE COUNCIL OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D., 202____.

SIGNED _____
MAYOR

SIGNED _____
VILLAGE CLERK

SURVEYOR'S DESIGNATION OF RECORDING

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

DATE: _____

_____
BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2024.

BARBARA C. MURRY 3529 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PALATINE, IL

PLAT RECORDED BY: NAME: _____

FIRM/ENTITY: _____

ADDRESS: _____

_____

PHONE: _____

SEND NEXT TAX BILL TO: _____

_____

_____

PERMANENT INDEX NUMBER: 02–27–200–007–0000

FOR COMMENT

OWNER'S CERTIFICATE

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

THE STONEFIELD GROUP, INC., LLC, DOES CERTIFY THAT IT IS THE OWNER OF PROPERTY DESCRIBED HEREON, AND THAT AS SUCH OWNER, HAVE CAUSED T SAME TO BE SURVEYED AND RESUBDIVIDED, AS SHOWN HEREON, FOR THE US AND PURPOSES THEREON SET FORTH, AND DO HEREBY ACKNOWLEDGE AND A THE SAME UNDER THE TITLE HEREON INDICATED.

AND FURTHER CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREON, TH TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH LOT

LOTS 1 AND 2, AND 3 ALL INCLUSIVE:
SCHOOL DISTRICTS

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

THIS_____DAY OF_____, 2022.

SIGNED_____PRESIDENT

ATTEST: _____SECRETARY

NOTARY CERTIFICATE

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

I, _____, A NOTARY PUBLIC IN AND FOR SA
COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
_____ AND _____ ARE PERSONAL
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED T
THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, A
AT THE SAME TIME OF SAID APPEARANCE ACKNOWLEDGED THAT THEY, AS SA
PRESIDENT AND SECRETARY OF THE PROPERTY DESCRIBED IN THE ABOVE
CAPTION, THAT THEY SIGNED AND SEALED THE FOREGOING INSTRUMENT AS TH
OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES
THEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS_____DAY
OF_____, 202_____.

_____
NOTARY PUBLIC SIGNATURE AND SEAL.

MORTGAGE'S CERTIFICATE

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

GREENSTATE CREIDT UNION DOES HEREBY CERTIFY THAT AS MORTGAGEE OF
PROPERTY DESCRIBED HEREON UNDER MORTGAGE DATED _____
AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON
_____ AS DOCUMENT NUMBER
_____, CONSENTS TO THE RESUBDIVISION AND PLAT
DRAWN.

DATED AT _____, THIS _____ DA
_____, A.D., 202__.

BY: _____ _____ TITLE:
_____

ATTEST: _____ TITLE:
_____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, A NOTARY PUBLIC IN AND F
COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
_____AND_____OF_____
ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES
SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS
_____AND_____RESPECTIVELY, APPEARE
ME THIS DAY IN PERSON, AND AT THE SAME TIME OF SAID APPEARANCE
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS
OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF
CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE
_____DID THEN AND THERE
ACKNOWLEDGE THAT HE/SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF S
CORPORATION DID AFFIX THE SAID CORPORATE SEAL TO SAID INSTRUMENT A
FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID
CORPORATION FOR THE USES AND PURPOSES THEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____DAY OF
_____, A.D., 202___.

_____
NOTARY PUBLIC

Order Number: 23-1265
Survey Made For: Stonefield Group, Inc., LLC
SHEET 2 OF 2

Project Number: 23126500
Field Book: 374L-58
Drawing File: 23126500.dwg

3.6.d

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Attachment: Plat of Subdivision (1:58 W. Aldridge Avenue PFSUB and Rezone 3 lots)

Packet Pg. 146

Packet Pg. 97

NESSIE'S GROVE SUBDIVISION

PALATINE, ILLINOIS

LEGEND

EXISTING		PROPOSED
	MANHOLE	
	CATCH BASIN	
	INLET	
	CLEANOUT	
	FLARED END SECTION	
	WATER VALVE BOX	
	BUFFALO BOX (B.BOX)	
	WATER VALVE & VAULT	
	FIRE HYDRANT	
	WELL	
	GAS VALVE	
	GAS METER	
	COMMUNICATION CANISTER	
	COMMUNICATION HANDHOLE	
	COMMUNICATION MANHOLE	
	ELECTRIC CANISTER	
	ELECTRIC HANDHOLE	
	ELECTRIC MANHOLE	
	ELECTRIC METER	
	TRAFFIC SIGNAL	
	TRAFFIC HANDHOLE	
	TRAFFIC CONTROL BOX	
	UTILITY POLE	
	UTILITY POLE W/ LIGHT	
	STREET LIGHT	
	STREET SIGN	
	BORING LOCATION	
	MAILBOX	
695.5	SPOT ELEVATIONS	699.74
	PROPERTY LINE	
	ADJACENT PROPERTY LINE	
	EASEMENT LINE	
	SETBACK LINE	
	RIGHT OF WAY LINE	
	STORM SEWER LINE	
	SANITARY SEWER LINE	
	WATERMAIN LINE	
	UNDERGROUND GAS LINE	
	UNDERGROUND COMM. LINE	
	UNDERGROUND ELECTRIC	
	OVERHEAD UTILITY	
	FENCE LINE	
	GUARDRAIL LINE	
	CONTOUR LINE	

- DECIDUOUS TREE
- EVERGREEN TREE
- OVERLAND FLOOD ROUTE
- DRAINAGE ROUTE
- DOWNSPOUT
- SILT FENCE LINE
- DEPRESSED CURB
- SOIL EROSION GEOTEXTILE PROTECTION
- CONCRETE
- BRICK
- ASPHALT
- BUILDING
- GRAVEL
- STONE

PROJECT LOCATION



PROJECT LOCATION MAP

INDEX OF SHEETS

1. COVER SHEET
2. EXISTING DONDITIONS AND DEMOLITION PLAN
3. SITE PLAN
4. DETAILS

PREPARED FOR

THE STONEFIELD GROUP, INC.
info@stonefieldinc.com
1000 S. BROOCKWAY STREET
PALATINE, ILLINOIS 60067
OFFICE No. 847-963-9100
CELL NO. 847-404-7585

BOUNDARY AND TOPOGRAPHIC INFORMATION
TAKEN FROM A SURVEY BY
MURRY AND MOODY, LTD.
933 S. PLUM GROVE ROAD, SUITE 101
PALATINE, ILLINOIS 60067

SITE BENCHMARK #1

RIM OF A SANITARY MANHOLE LOCATED AT THE NORTHEAST CORNER OF ALDRIDGE AVENUE AND SMITH STREET.

ELEVATION = 746.18

811 Know what's below. Call before you dig.

ISSUED FOR REVIEW

NOTICE TO CONTRACTORS

EXISTING UTILITIES

WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF OVERHEAD AND/OR UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR VERACITY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES, HE SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL PUBLIC AND PRIVATE UTILITY COMPANIES WHICH MAY HAVE OVERHEAD OR UNDERGROUND FACILITIES IN THE AREA BEFORE CONSTRUCTION BEGINS. (SEE SPECIFICATIONS)

ENGINEER'S CERTIFICATION

STATE OF ILLINOIS)
SS.
COUNTY OF DuPAGE)

I, ERIC FOYTIK, A REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY MORRIS ENGINEERING, INC, 515 WARRENVILLE ROAD, LISLE, ILLINOIS, 60532 UNDER MY PERSONAL DIRECTION, THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS. I FURTHER STATE THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE PONDING OR FLOODING ON THE PROPERTY OR ADJACENT PROPERTIES.

DATED THIS 26TH DAY OF JANUARY A.D. 2024

ERIC FOYTIK 062-068043 LICENSED PROFESSIONAL ENGINEER STATE OF ILLINOIS

ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. 062-068043
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2025

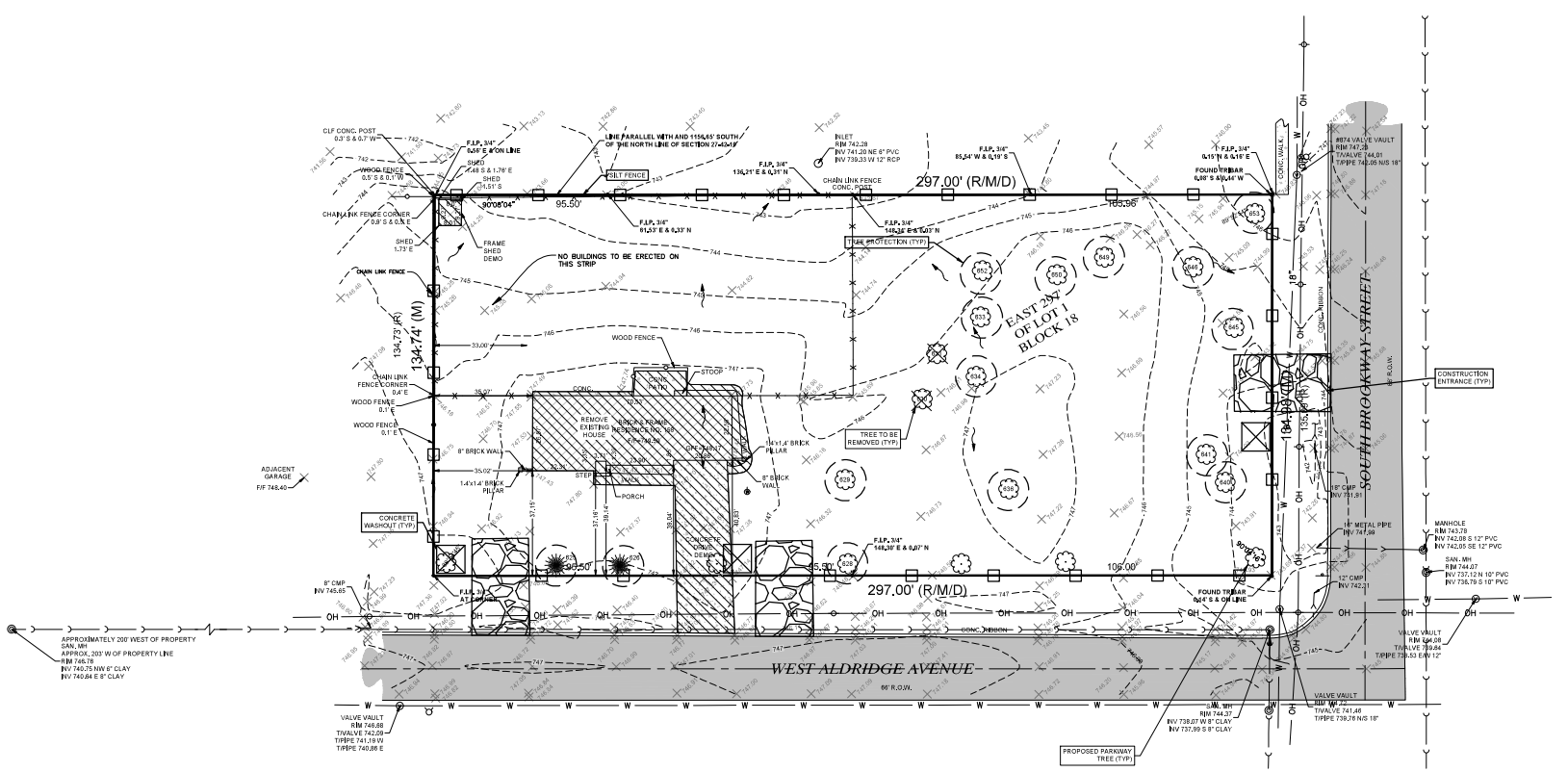
NO.	DATE	REVISED PER VILLAGE COMMENTS.
1	1/26/2024	
2		

COVER SHEET

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
Website: www.ecivil.com

FIELD CREW:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE:
SCALE: HOR. 1" = 60' VERT. 1" = 6'
SHEET 1 OF 4
PROJ # : 23-0030

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)
Attachment: Engineering Plans (158 W. Aldridge Avenue PFSUB and Rezone 3 lots)



Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
Website: www.acvs.com

NO.	DATE	REVISED PER VILLAGE COMMENTS
1	1/26/2024	
2		

EXISTING CONDITIONS AND DEMO PLAN

FIELD CREW: –
DRAWN BY: –
CHECKED BY: –
APPROVED BY: –
DATE: –
SCALE: HORZ: 1" = 20'
VERT: –

SHEET 4 OF 4
PROJ # 23-0

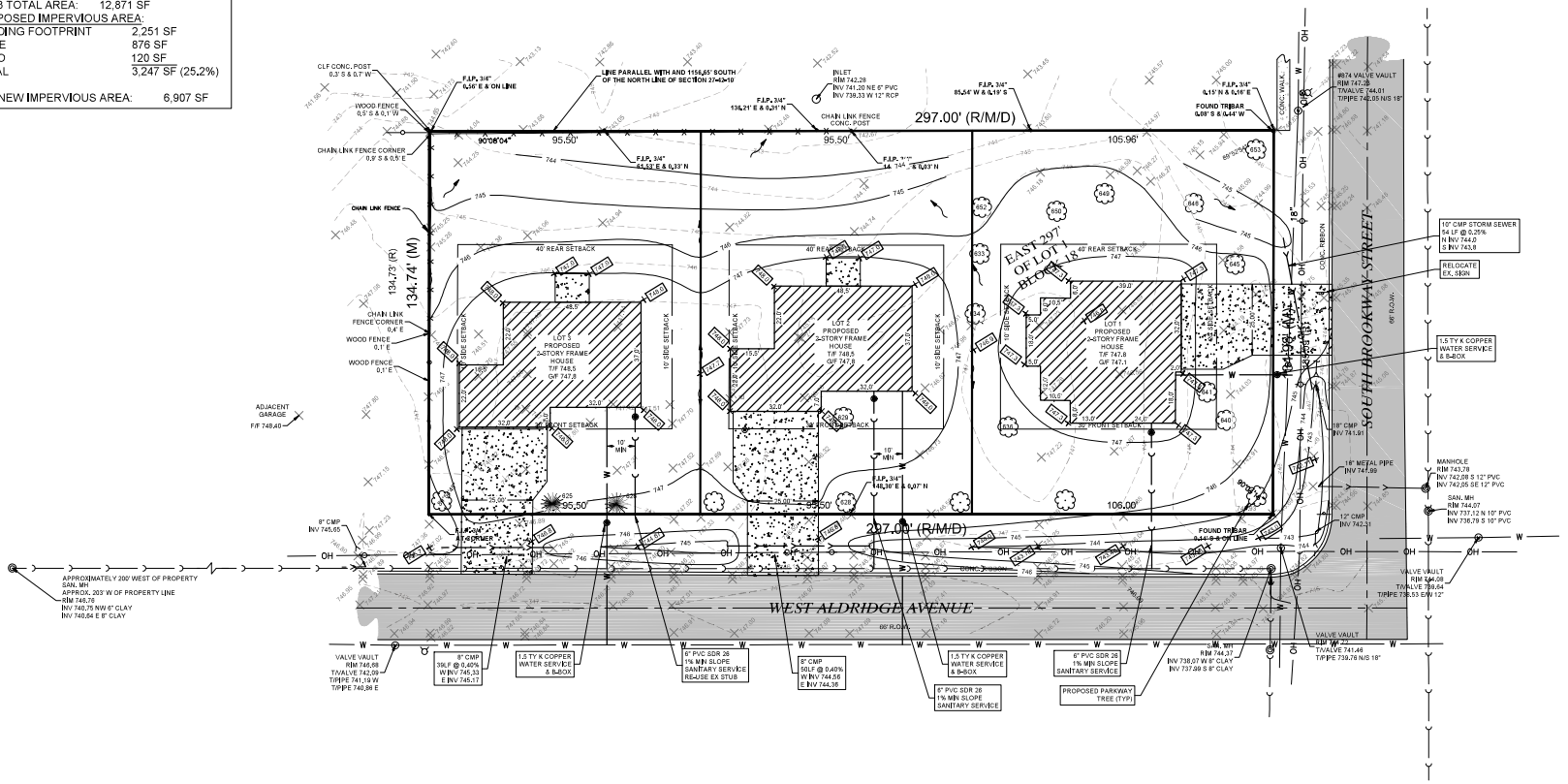
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Attachment: Engineering Plans (158 W. Aldridge Avenue PFSUB and Rezone 3 lots)

Packet Pg. 148

EXISTING LOT AREA:	40,065 SF	
EXISTING IMPERVIOUS AREA		
HOUSE	1,739 SF	
PATIO	319 SF	
DRIVE/WALK	990 SF	
TOTAL	3,048 SF	
LOT 1 TOTAL AREA:	14,301 SF	
PROPOSED IMPERVIOUS AREA:		
BUILDING FOOTPRINT	2,382 SF	
DRIVEWAY	909 SF	
TOTAL	3,291 SF (23.0%)	
LOT 2 TOTAL AREA:	12,871 SF	
PROPOSED IMPERVIOUS AREA:		
BUILDING FOOTPRINT	2,251 SF	
DRIVE	1,046 SF	
PATIO	120 SF	
TOTAL	3,417 SF (26.5%)	
LOT 3 TOTAL AREA:	12,871 SF	
PROPOSED IMPERVIOUS AREA:		
BUILDING FOOTPRINT	2,251 SF	
DRIVE	876 SF	
PATIO	120 SF	
TOTAL	3,247 SF (25.2%)	
NET NEW IMPERVIOUS AREA:	6,907 SF	



NOTES:

1. EROSION CONTROL IS TO BE IN PLACE BEFORE ANY WORK BEGINS ON THE SITE.
2. ROW TO BE RESTORED WITH 4" OF TOPSOIL AND SEED AND BLANKET.
3. STOCKPILE OF MATERIALS TO REMAIN FOR MORE THAN THREE DAYS SHALL HAVE EROSION CONTROL INSTALLED AROUND THE PERIMETER.
4. UTILITY SERVICES TO BE BORED UNDER THE EXISTING STREETS.
5. NEW 2" MINIMUM PARKWAY TREE, PLATED OUTSIDE THE OVERHEAD UTILITIES. 5 TOTAL, SPACED RANDOMLY. HONEY LOCUST, RED MAPLE, OR EQUAL.

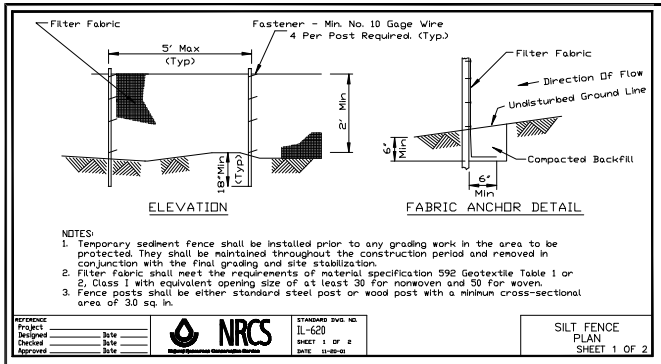
DATE	REVISED PER VILLAGE COMMENTS.
1 1/28/2024	
2	

SITE PLAN

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
Website: www.eciva.com

FIELD CREW:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE:
SCALE: HORZ 1" = 20'
VERT
SHEET
OF 4
PROJ #

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)
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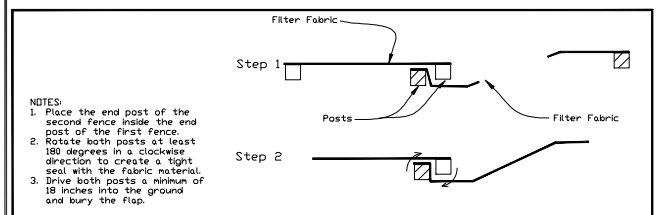
NOTES:
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class I with equivalent opening size of at least 30 for nonwoven and 50 for woven.
3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

REFERENCE Project / Designed / Checked / Approved — Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO. IL-620
SHEET 1 OF 2
DATE 11-20-01

SILT FENCE PLAN
SHEET 1 OF 2



NOTES:
1. Place the end post of the second fence inside the end post of the first fence.
2. Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material.
3. Drive both posts a minimum of 18 inches into the ground and bury the flap.

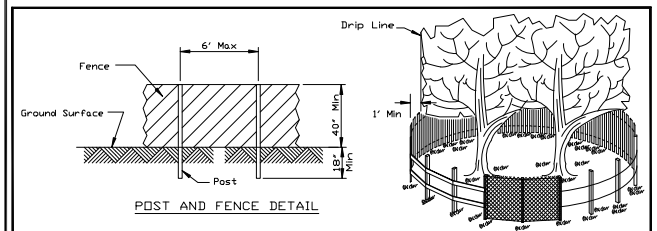
ATTACHING TWO SILT FENCES

REFERENCE Project / Designed / Checked / Approved — Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO. IL-620(W)
SHEET 2 OF 2
DATE 1-23-99

SILT FENCE PLAN
SHEET 2 OF 2



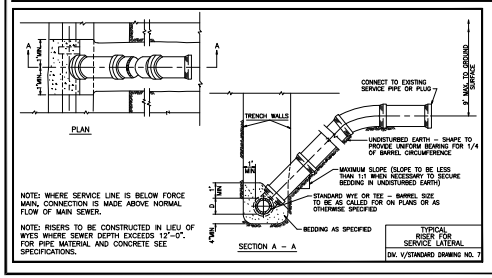
NOTES:
1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with a minumum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

REFERENCE Project / Designed / Checked / Approved — Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO. IL-690
SHEET 1 OF 1
DATE 4-7-94

TREE PROTECTION FENCING

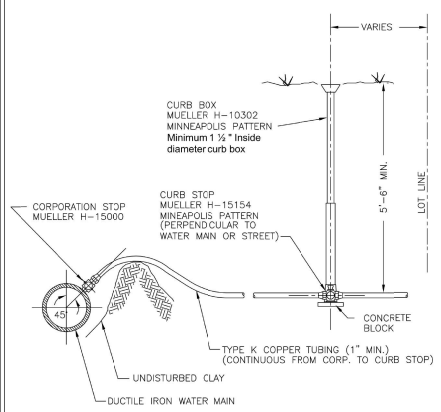


NOTE: WHERE SERVICE LINE IS BELOW FORCE MAIN, CONNECTION IS MADE ABOVE NORMAL FLOW OF MAIN SEWER.

NOTE: RISERS TO BE CONSTRUCTED IN LIEU OF WYES WHERE SEWER DEPTH EXCEEDS 12'-0". FOR PIPE MATERIAL AND CONCRETE SEE SPECIFICATIONS.

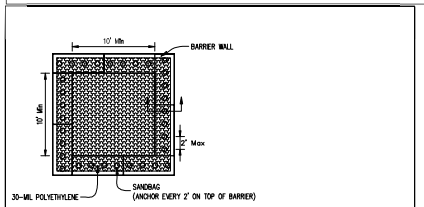
TYPICAL RISER FOR SERVICE LATERAL
DIV. V/STANDARD DRAWING NO. 7

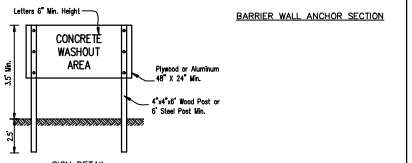
WATER SERVICE DETAIL



NOTES:
WATER SERVICE LINE SHALL BE IN A SEPARATE TRENCH 10 FT. FROM THE SANITARY SEWER SERVICE LINE OR IN THE SAME TRENCH BUT ON A SHELF 18" ABOVE THE SEWER LINE, IN WHICH CASE THE SEWER PIPE MATERIAL SHALL BE DUCTILE IRON OR SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.

TAPS TO HDPE WATER MAIN REQUIRE ELECTROFUSION SADDLE
TAPS TO PVC WATER MAIN REQUIRE STAINLESS STEEL TAPPING SLEEVE

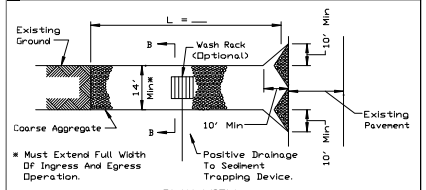




NOTES:
1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

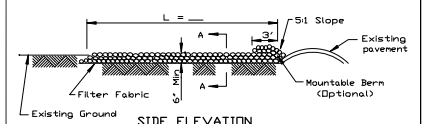
TEMPORARY CONCRETE WASHOUT FACILITY — BARRIER WALL

STABILIZED CONSTRUCTION ENTRANCE PLAN



* Must Extend Full Width Of Ingress And Egress Operation.

PLAN VIEW



SIDE ELEVATION

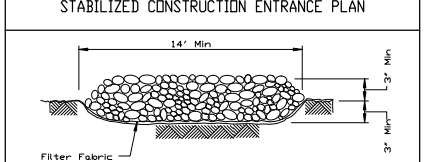
NOTES:
1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE Project / Designed / Checked / Approved — Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO. IL-630
SHEET 1 OF 2
DATE 8-18-94

STABILIZED CONSTRUCTION ENTRANCE PLAN

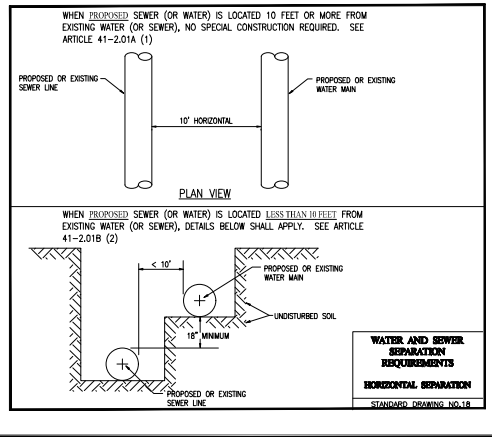


SECTION A-A

REFERENCE Project / Designed / Checked / Approved — Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO. IL-630
SHEET 2 OF 2
DATE 8-18-94



WATER AND SEWER SEPARATION REQUIREMENTS
HORIZONTAL SEPARATION
STANDARD DRAWING NO.18

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
Website: www.eciva.com

DETAIL SHEET

DATE	REVISED PER VILLAGE COMMENTS.
1 1/20/2024	
2	

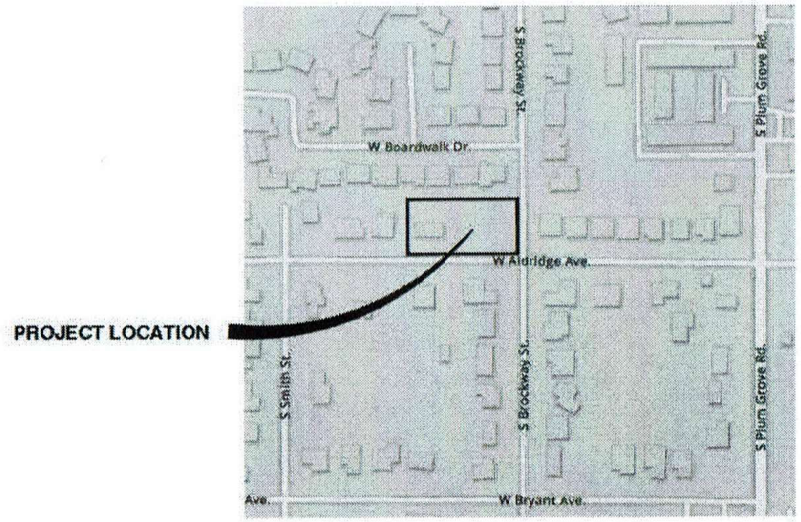
FIELD CREW: —
DRAWN BY: —
CHECKED BY: —
APPROVED BY: —
DATE: —
SCALE: HORIZ. 1" = —
VERT. 1" = —
SHEET —
OF 4
PROJ # —

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)
Attachment: Engineering Plans (158 W. Aldridge Avenue PFSUB and Rezone 3 lots)

NESSIE'S GROVE SUBDIVSION
TREE PRESERVATION PLAN

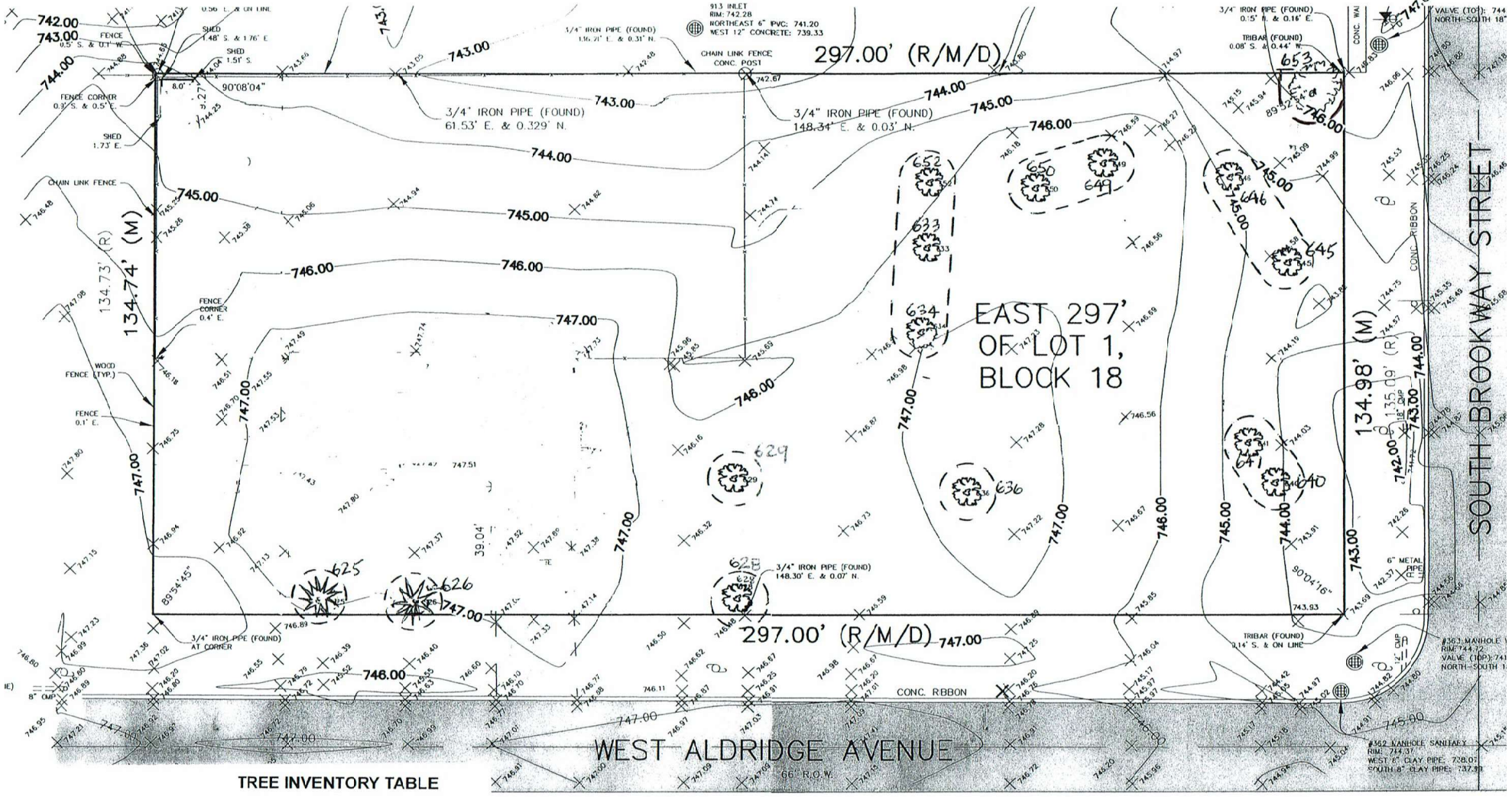
NORTHWEST CORNER OF
ALDRIDGE AVE & BROCKWAY ST.
PALATINE, ILLINOIS

OCTOBER 25, 2023



PROJECT LOCATION MAP

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)



TREE INVENTORY TABLE

TAG	TYPE	SIZE
625	Evergreen Pine	15"
626	Evergreen Pine	15"
628	Silver Maple	30"
629	Norway Maple	32"
633	Box Elder	18"
634	Box Elder	18"
636	Twin Box Elder	14/16"

TAG	TYPE	SIZE
640	Choke Cherry	16"
641	Box Elder	12/10/12"
645	Box Elder	18"
646	Choke Cherry	18"
649	Box Elder	24"
650	Box Elder	17"
652	Box Elder	14"

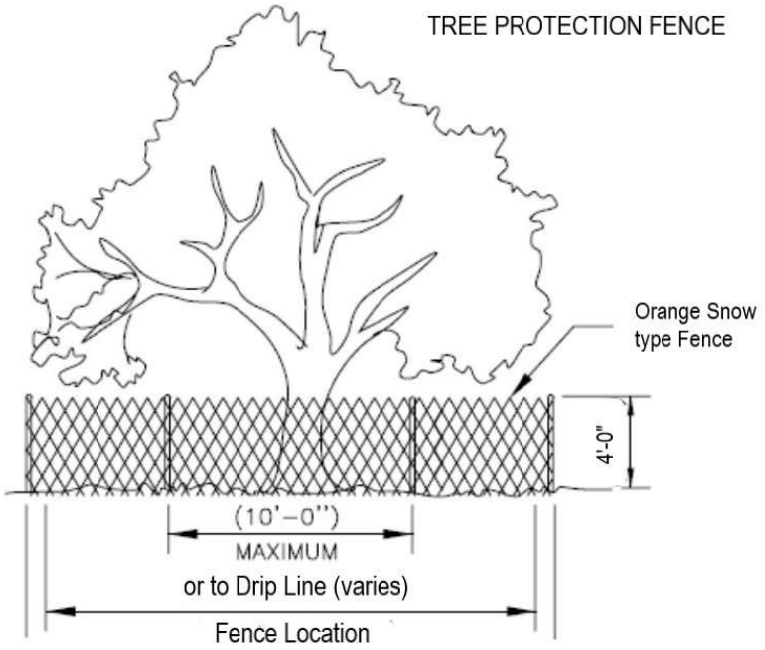
TAG	TYPE	SIZE
653	Osage Orange	24"

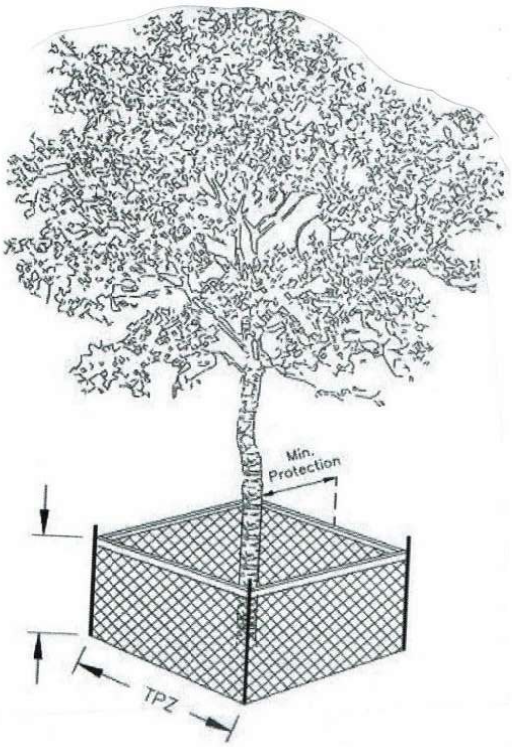
LEGEND: (636)- Tree Protection Fencing

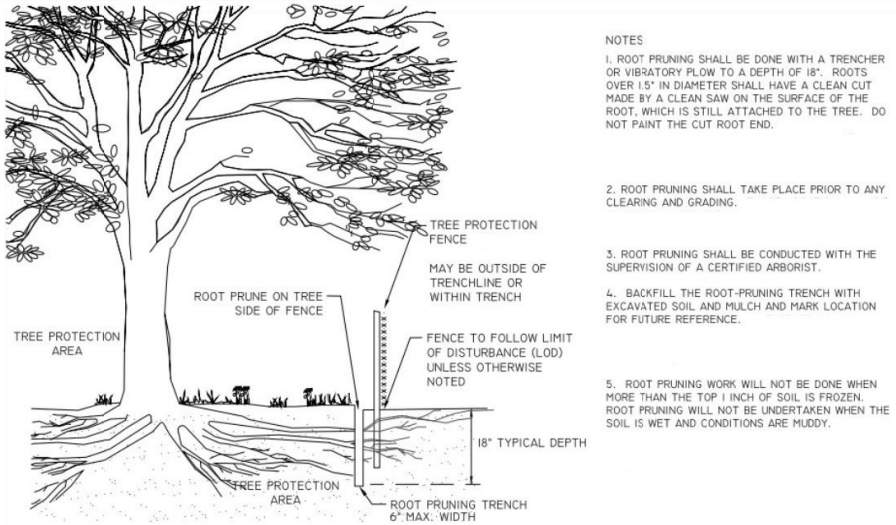
Tree Preservation Plan Nessie's Grove Subdivision, Palatine, Illinois

Northwest Corner of Aldridge Ave. & Brockway St. October 25, 2023 Page 2 of 3

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)







NOTES

1. ROOT PRUNING SHALL BE DONE WITH A TRENCHER OR VIBRATORY PLOW TO A DEPTH OF 18". ROOTS OVER 1.5" IN DIAMETER SHALL HAVE A CLEAN CUT MADE BY A CLEAN SAW ON THE SURFACE OF THE ROOT, WHICH IS STILL ATTACHED TO THE TREE. DO NOT PAINT THE CUT ROOT END.
2. ROOT PRUNING SHALL TAKE PLACE PRIOR TO ANY CLEARING AND GRADING.
3. ROOT PRUNING SHALL BE CONDUCTED WITH THE SUPERVISION OF A CERTIFIED ARBORIST.
4. BACKFILL THE ROOT-PRUNING TRENCH WITH EXCAVATED SOIL AND MULCH AND MARK LOCATION FOR FUTURE REFERENCE.
5. ROOT PRUNING WORK WILL NOT BE DONE WHEN MORE THAN THE TOP 1 INCH OF SOIL IS FROZEN. ROOT PRUNING WILL NOT BE UNDERTAKEN WHEN THE SOIL IS WET AND CONDITIONS ARE MUDDY.

ROOT PRUNING
SECTION

Tree Protection Barrier (Tree Protection Zone - TPZ)

1. The required barrier is a 4 ft. high orange plastic web fence. Where the orange fence creates a restriction to sightlines
2. Tree protection barriers are to be erected prior to the commencement of any construction or grading activities on the site and are to remain in place throughout the entire duration of the project. The barriers shall be maintained erect and in good repair throughout the duration of construction operations with breaks and unsupported sections repaired as required. Tree protection may be removed upon the completion of construction.
3. No material or fill may be stored within the TPZ.
4. Equipment or Vehicles shall not be operated, parked, repaired or refueled within the TPZ.

Tree Preservation Plan Nessie's Grove Subdivision, Palatine, Illinois
Northwest Corner of Aldridge Ave. & Brockway St. October 25, 2023 Page 3 of 3

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Elevation Examples





Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Elevation Examples



Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

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 158 W. ALDRIDGE 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 8TH day of FEBRUARY, A.D. 20 24., and the last publication thereof was made on the 8TH day of FEBRUARY, A.D. 20 24.

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

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

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

Mary Alice Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 8TH day of FEBRUARY A.D., 20 24.

By Todd Wessell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 8TH day of FEBRUARY A.D., 20 24.

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

Attachment: PZC Packet 2-27-24 (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

6. 158 W. Aldridge Avenue

PFSUB-000001-2023 - 158 W. Aldridge Avenue

Notice was published in the Journal & Topics on February 8th, 2024 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. **Application**
2. **Proof of Ownership**
3. **Plat of Survey**
4. **Plat of Subdivision**
5. **Engineering Plans**
6. **Proposed Tree Preservation**
7. **Representational Elevations**
8. **Public Notice**
9. **Letters of Objection**

Mr. Vyverberg provides background information on the request, stating that the petitioner is seeking preliminary and final subdivision approval for a three-lot single-family subdivision and rezoning from R1 single-family to R2 single-family zoning.

The petitioner is also seeking relief from the installation of sidewalks, which are required for subdivisions. He explains that the area in question does not have sidewalks, with the exception of the subdivision directly north, making this request atypical. Ultimately, it becomes a policy matter for the Village Council to decide upon whether to grant relief from the sidewalk requirement. The Planning and Zoning Commission could also review this requirement and comment upon it for additional Council consideration. Mr. Vyverberg notes that the Staff recommendation is to install sidewalks, but the Village Council may decide that they are only required along Brockway Street to complete the sidewalk directly north to the corner, or a cash-in-lieu option for sidewalks may be considered. He notes that the property was annexed in 1990, and at that time, it was noted that there were no sidewalks in the area. The staff recommendation will adhere to the Subdivision ordinance.

Sworn in petitioner: Jeff Wronkiewicz - 1000 S. Brockway Street, Palatine

Mr. Wronkiewicz provides background information, stating that his company has been in business since 1987 and has built 98 homes in the Palatine area. He mentions that he is also a coach at Fremd High School. He explains that the property in question is 150 feet by 135 feet and that he would like to subdivide it into three R-2 lots. He notes that each lot would exceed the minimum R-2 requirements. Mr. Wronkiewicz points out that properties to the west have already been subdivided into three R-2 lots, as have properties along Aldridge Avenue. He believes that subdividing these lots would fit well with the character of the area. He mentions that the annexation states that existing streets should be accepted in their current condition, without curbs, gutters, storm sewers, or

Attachment: PZC minutes (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

sidewalks. He emphasizes that there are six subdivisions bordering the property, all of which were approved without sidewalks or a fee in lieu of sidewalks.
Additionally, there are natural drainage ditches instead of storm sewers, as outlined in the annexation agreement. Mr. Wronkiewicz argues that sidewalks would not fit in with the existing drainage ditches.
Chairman Wood seeks clarification on the presence of sidewalks, noting they are on the west side of Brockway but not the east. Mr. Wronkiewicz confirms this, adding that there are no sidewalks south of the Planned Unit Development (PUD) directly north of the property.

Commissioner Cavanaugh asks if staff is aware of any similar areas annexed that required sidewalks.
Mr. Vyverberg explains that the property was annexed in 1990 without sidewalks, which is not unusual, but also clarifies that it was an annexation and not annexation agreement.
Chairman Wood points out that properties built after 1990 in the area also lack sidewalks. Mr. Wronkiewicz confirms and highlights that even those built in 1999 didn't require sidewalks.
Mr. Vyverberg states the village would ideally like sidewalks along Brockway, but if the Council waives this requirement, the Staff recommendation would be cash in lieu of sidewalk installation. Commissioner Friedman asks how the dollar amount would be determined, to which Mr. Vyverberg explains it would be calculated based on linear feet and square footage determined by the Village Engineer.
Mr. Wronkiewicz elaborates on the issue of cash in lieu for sidewalks, pointing out that properties to the south and east were never asked for cash in lieu for sidewalks. Additionally, he mentions another issue regarding tree requirements. He notes that there are existing trees along Brockway and Aldridge, but they are situated under utility lines, making it difficult to fulfill tree planting requirements. He proposes to plant trees outside of the utility lines to maintain a natural look.

Mr. Wronkiewicz confirms Commissioner Friedman's understanding, stating that he is indeed asking to install trees inside the utility lines within the property. He requests that the village permit them to plant trees at these locations to maintain a more natural look for the property.

Mr. Wronkiewicz acknowledges Commissioner Bettenhausen's suggestion regarding the culvert pipe size and driveway flare. He agrees to consider using a 12" CMP culvert pipe for better maintenance and to add a flare to the driveway as suggested. Additionally, he confirms that the existing chain-link fence will be removed as part of the project.

Mr. Wronkiewicz confirms Commissioner Schubert's inquiry, stating that the children in the neighborhood are indeed out of walking distance to schools and are instead bussed to school.

Attachment: PZC minutes (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Mr. Wronkiewicz responds to Commissioner Bettenhausen's suggestion regarding a new sanitary connection, stating that it is not included in the current plan, and they intend to utilize the existing sanitary connection.
Mr. Vyverberg acknowledges that the lot sizes of the three lots exceed the standards. Regarding the question about cash in lieu of sidewalks, he mentions that he doesn't have an immediate answer and will consult with the Village Engineer. Additionally, he confirms that discussions about trees on the parkway have taken place with the petitioner previously, and the Village has provided the approved tree list for planting under the power lines, which is the solution to accommodate the situation.
Sworn in Resident: Franklin John Skorski - 145 W Bryant Ave.
Mr. Skorski emphasizes the importance of precedent in the neighborhood, highlighting its unique character with lots typically measuring approximately half an acre. He provides background information about the area, expressing the community's fondness for it. He recounts a previous incident where another developer attempted to rezone land in the neighborhood, which was met with opposition from neighbors and ultimately denied. Mr. Skorski believes that the petitioner should not have purchased the property before seeking rezoning. He points out that surrounding lots are typically larger, around 1 acre or ¾ acre, and argues against changing the zoning to R-2. He also notes that his own property relies on well and septic systems, allowing him to water as often as needed. He warns that altering the current zoning could increase the risk of flooding and requests that it remain R-1.
Sworn in Resident - Mr. Addepalli - 1112 S. Brockway Street
Mr. Addepalli shares that he has resided in the area for 17 years and was drawn to the property because of its unique and rural qualities, which he wishes to see preserved. He echoes Mr. Skorski's sentiments and opposes the rezoning of the property.
Sworn in Resident - Mr. Joe Kanupke - 105 W. Boardwalk Dr
Mr. Kanupke expresses his concerns as an adjoining property owner, focusing primarily on potential water runoff issues resulting from the development. He notes the transition from a grass lot to three lots with driveways and is apprehensive about how this change might affect water drainage in the area. Additionally, he raises concerns about how the development will aesthetically blend with the existing sidewalk that ends at the edge of his property. He expresses a desire to understand better what the finalized project will look like before forming a definitive opinion.

Commissioner Friedman asks if the sidewalk continues northward up to Illinois Avenue. Mr. Kanupke states it does.

STAFF RECOMMENDATION:

The Plat of Subdivision is consistent with the many of the existing neighboring lots that are zoned R-2 and some of the existing R-1 lots, which do not meet the current R-1 lot size standards and are similar to the proposed. Additionally, the

Attachment: PZC minutes (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

proposed larger R-2 properties will also serve as a transition from the smaller lot sizes to the north and the R-1 properties to the south. The proposed rezoning and 3-lot subdivision are also consistent with the 3-lot R-2 zoned properties directly west of the Subject Property. Finally, the proposed lots comply with all of the bulk R-2 standards and exceed the minimum required lot areas and depths. Therefore, Staff recommends approval of the proposed request, subject to the following conditions:

1. The development shall substantially conform to the engineering plans prepared by Morris Engineering, Inc. dated 1/26/24 and attached hereto as Exhibit 'A' except as such plans may be revised to conform to Village Codes and Ordinances.
2. The Final Plat of Subdivision shall be submitted on Mylar with the required signatures and significantly conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and attached hereto.
3. The Final Engineering Plans, Final Engineer's Cost Estimate, and Tree Preservation Plans shall be revised in a manner acceptable to the Village Engineer and Director of Planning and Zoning.
4. Sidewalks and parkway trees will remain Staff recommended conditions of the subdivision review and should be included on both the engineering plans and EEOPC, in a manner acceptable to the Village Engineer. If the Village Council grants a waiver for a sidewalk along either street, the engineering plans and site should be designed and graded to accommodate sidewalks, if they were to be installed in the future. In addition to paying the cash in lieu of fees, the engineering plans should be designed to include sidewalks along both Aldridge Avenue and Brockway Street.
5. A Public Improvement letter of credit or appropriate security shall be submitted in a manner acceptable to the Village Engineer.
6. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
7. A Subdivision Improvement Agreement shall be submitted in a manner acceptable to the Village Attorney.
8. Recording fees in the amount of $300 shall be submitted.
9. A construction management plan indicating the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer and Director of Planning and Zoning.
10. All required extra agency permits shall be submitted in manner acceptable to the Village Engineer.

Further discussion regarding the zoning of the subject properties and the surrounding properties.

Mr. Wronkiewicz addresses concerns raised by neighbors, highlighting instances where storm sewers were installed in the rear yards of properties that received Planned Unit Development (PUD) approvals to the north. He notes that these storm sewers run all the way to Salt Creek. Regarding the rezoning request, he points out that properties to the east and west already exceed the requirements

Attachment: PZC minutes (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

for R2 zoning and believes that his proposed development would fit in well with the existing neighborhood.
Chairman Wood reads letter of objection into the meeting minutes.

Resident Sworn In: Mr. Mangat - 1063 S. Brockway St
Mr. Manjat expresses his agreement with the points raised by Mr. Skorski regarding the unique character of the neighborhood and the concerns about rezoning.
Mr. Skorski emphasizes the importance of maintaining the unique character of the neighborhood and urges the village to make accommodations to preserve the integrity of their real estate. He emphasizes that the precedent set by previous decisions should not alter the essence of the neighborhood.

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

Commissioner Friedman made a motion to approve subject staff's conditions; seconded by Commissioner Schubert.

DELIBERATIONS:

Commissioner Friedman acknowledges the concerns of the neighbors about maintaining the integrity of the community, but notes that there are already similarly sized parcels on the street. He believes that the proposed development would fit well into the neighborhood, especially considering the existing houses in the area. If there were no other similar properties nearby, his opinion might be different, but he sees the proposed houses as a good fit for the area.
Commissioner Schubert expresses appreciation for the passion of the neighbors. He acknowledges their concerns about the integrity of the neighborhood, whether sidewalks are installed or not. However, he emphasizes that decisions about the neighborhood's integrity, with or without sidewalks, will be made by others, and he reminds everyone that rules are rules.
Commissioner Friedman further notes that a sidewalk does not belong on Aldridge, but it should extend to Aldridge on Brockway. He suggests that it makes sense to keep the sidewalk on Brockway for consistency and accessibility.
Commissioner Kolososki states that residents have a strong opinion that he agrees with and doesn't think that subdividing lots would fit with the neighborhood. He is not in favor of the request.
Commissioner Noonan states that the proposed homes are more of what is selling in this time.

Commissioner Kolososki suggests that it could work nicely as two lots, without the need for rezoning.
Commissioner Cavanaugh expresses his opposition to rezoning the property to R-2, suggesting that two lots would fit nicely within the neighborhood, without the need for rezoning.

Attachment: PZC minutes (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Chairman Wood summarized that this request has met the standards and was approved by a vote of 4-3. This item will tentatively go to Village Council on Monday, March 18, 2024.

RESULT:	**RECOMMEND TO APPROVE [4 TO 3]**
AYES:	Noonan, Friedman, Wood, Schubert
NAYS:	Bettenhausen, Kolososki, Cavanaugh
ABSENT:	Roth-Wurster, Fedota

Attachment: PZC minutes (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

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 158 W. ALDRIDGE 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 8TH day of FEBRUARY, A.D. 20 24., and the last publication thereof was made on the 8TH day of FEBRUARY, A.D. 20 24.

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

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

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

Mary Alice Wenzl

IN WITNESS WHEREOF, **THE DES PLAINES JOURNAL, INC.,** has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 8TH day of FEBRUARY A.D., 20 24.

By Todd Wessell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 8TH day of FEBRUARY A.D., 20 24.

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

Attachment: Public Notice (2024-24 : 158 W. Aldridge Avenue - Rezone & PFSUB for 3 lots)

Consider an Ordinance Amending Chapter 3 Alcoholic Beverages of the Palatine Code of Ordinances

BACKGROUND:
From time to time, it is necessary to review different sections and chapters of the Village's Code of Ordinances. Various Village Departments have completed such an analysis of Chapter 3 - Alcoholic Beverages and are recommending several minor revisions. Notably, before the Village begins its liquor renewal process in April, the sunset provision of Video Gaming must be addressed by the Council.

KEY ISSUES:
The following outlines the significant revisions included within the proposed amendments:

- The Video Gaming sunset provision is removed. This provision would terminate video gaming on June 30, 2024 if the language is not removed from the Code. The elimination of the sunset provision was discussed as part of the 2024 budget process.
- Updates definitions to include Alcohol Beverage Seller and Server (ABSS) permit and alcopop.
- Clarifies that Managers and Assistant Managers are required to obtain an ABSS permit must also be listed on the liquor license application.
- Adds veterans' organization as an eligible entity for Class D liquor license.
- Added the fee for a Class E Liquor License application at $50.
- Cleans up outdated language and removes redundant sections.

ALTERNATIVES:
1. Approve ordinance amending Chapter 3.
2. Do not approve ordinance amending Chapter 3.

RECOMMENDATION:
Staff recommends approval of the ordinance amending Chapter 3 of the Code of Ordinances.

ACTION REQUIRED:
Motion to approve the ordinance amending Chapter 3 of the Code of Ordinances.

ATTACHMENTS:

- Ordinance Amending Chapter 3
- Exhibit A
- Exhibit B

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 03 – ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALATINE

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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the Mayor and Council desire to amend Chapter 03 – Alcoholic Beverages of the Village Code; and

WHEREAS, the Mayor and Council have determined that it will serve and be in the best interests of the Village and its residents to amend Chapter 03 – Alcoholic Beverages of the Village Code pursuant to this Ordinance;

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: That the Code of Ordinances, of the Village of Palatine, Illinois is hereby amended by amending Chapter 03 – Alcoholic Beverages which shall be read as indicated on Exhibit "A".

SECTION 2: That the Village Clerk is directed to maintain a record of the modifications to the existing ordinance (a redlined version of the modifications approved pursuant to this Ordinance as indicated by Exhibit "B").

Attachment: Ordinance Amending Chapter 3 (2024-25 : Amendments to Chpt 3 Code of Ordinances)

SECTION 3: If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED: This _____ of _____, 2024

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

APPROVED by me this _____ of _____, 2024

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ of _____, 2024

_____
Village Clerk

Attachment: Ordinance Amending Chapter 3 (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Chapter 3 ALCOHOLIC BEVERAGES

State law reference(s) --Liquor Control Act of January 31, 1934, 235ILCS5; for provisions relating to local control see 235ILCS5/4-1 et seq.

Editor's Note: Ordinance 0-73-06, replaced Chapter 3 in its entirety. This Ordinance was passed on April 17, 2006, with an effective date of June 1, 2006.

Editor's Note: Ordinance 0-34-12, approved on March 19, 2012, replaced Chapter 3 in its entirety.

Editor's Note: Ordinance 0-11-17, approved on February 21, 2017, replaced Chapter 3 in its entirety.

Editor's Note: Ordinance O-19-19, approved March 11,2019, replaced Chapter 3 in its entirety.
Editor's Note: Ordinance O-53-21, approved June 7, 2021, added Class "B-4" License
Editor's Note: Ordinance O-116-21, approved November 1, 2021, added Class "G-2" License
Editor's Note: Ordinance O-34-22, approved April 11, 2022, added LC 1, LC 2 Late Closing Licenses and VG (Video Gaming) License
Editor's Note: Ordinance O-48-23, approved April 17, 2023, replaced Chapter 3 in its entirety.

_____

Art. I. In General, §§ 3-1--3-25
Art. II. Licenses, §§ 3-26--3-48

ARTICLE I. IN GENERAL

Sec. 3-1. Definitions.

For the purposes of this chapter the following words shall have the meanings indicated unless their context clearly requires otherwise; provided that, any terms used in this chapter which are not defined herein shall have the meaning as provided in the Liquor Control Act, 235 ILCS 5/1-1:

Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Alcoholic Beverage Seller Server Permit (ABSS) is a Village of Palatine permit issued to an alcoholic drink server or seller that holds the position of Manager or Assistant Manager who completes a state-certified beverage alcohol sellers and servers educational and training (BASSET) program and completes a background check.

Alcoholic Liquor means any alcohol, spirits, wine, beer, or other liquid containing more than one-half of one per cent of alcohol by volume, which is capable of being consumed as a beverage by a human being. Includes alcohol, spirits, wine and beer, and every liquor or solid, patented or not, containing alcohol, spirits, wine or beer, and in the judgment of the Commission, capable of being consumed as a beverage by a human being.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Alcopop means a flavored alcoholic beverage or flavored malt beverage that includes (i) a malt beverage containing a malt base or Beer and added natural or artificial blending material, such as fruit juices, flavors, flavorings, colorings, or preservatives where such blending material constitutes .5% or more of the alcohol by volume contained in the finished beverage; (ii) a beverage containing Wine and more than 15% added natural or artificial blending material, such as fruit juices, flavors, flavorings, or adjuncts, water (plain, carbonated, or sparkling), colorings, or preservatives; (iii) a beverage containing distilled Alcohol and added natural or artificial blending material, such as fruit juices, flavors, flavorings, colorings, or preservatives; or (iv) an alcohol malt beverage containing caffeine, guarana, taurine, or ginseng, where the beverage constitutes 0.5% or more of Alcohol by volume.

Beer means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, Beer, ale, stout, lager beer, porter and the like.

Club means a corporation organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common objective other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of annual dues, and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and their guests; provided that such club files with the Local Liquor Control Commission at the time of its application for a license under this article two (2) copies of a list of names and residences of its members, and similarly files within ten (10) days of the election of any additional members name and address; and, provided further, that its affairs and management are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting; and that no member or any officer, or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.
ry as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.
y as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.

Commission means Palatine Local Liquor Control Commission.

Committee means the Palatine Local Liquor Control Hearing Committee, which shall consist of 3 members appointed by the Commission and may include ex officio members who may be any member of the Commission.

Corporation means any corporate, domestic or foreign, qualified to do business in the state of Illinois under the Business Corporation Act of the Illinois Compiled Statutes, including a limited liability company as defined in said Act.

Keg means any original package container capable of holding more than three gallons of beer.

Licensee means any person issued a license under this chapter.

Limited Liability Company means a legal business entity created and recognized under the Illinois

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Liability Company Act of the Illinois Compiled Statutes.

Live Entertainment shall be defined pursuant to Chapter 11, Licenses, Permits and Business Regulations. (Ord. #0-1-10, §1, 1/11/10)

Manager or Assistant Manager means any individual of a licensed place of business in a managerial or supervisory position that oversees the merchandising, sale, serving, or identification checking related to alcoholic beverages and possesses the same qualifications required of the licensee. Satisfactory evidence of such employment shall be furnished to the Commission in the form and manner as the Commission shall, from time to time, prescribe.

Manufacturer shall include every person who, in the process of filling or re-filling an original package with alcoholic liquors purchased by such person, changes the degree or quality of such alcoholic liquors by any manner or means whatsoever.

Microbrewery, any public place or establishment that engages in the production, manufacturing, or brewing of beer on the premises by means of adequate and sanitary equipment designed and maintained to facilitate the brewing process and dispenses that beer produced on the premises for consumption on the premises and packaged for retail sale.

Owner shall be defined as the person, partnership, corporation, limited liability company, trustee, trust, or any other legal entity having sufficient proprietary interest of record in the place of business.

Peddling shall be defined pursuant to Chapter 11 Article VI. Solicitors

Person includes a corporation, limited liability company (LLC), partnership, co-partnership(s), association(s), club(s), individual(s), trustee(s), receiver(s), assignee(s), executor(s), administrator(s), or other personal representatives of decedent(s).

Premises or Place of Business, as used in this chapter, means the place or location where alcoholic beverages are manufactured, stored, displayed or offered for sale, or where drinks containing alcoholic beverages are mixed, concocted and served for consumption including the interior of the building, sidewalks, streets, parking areas and grounds adjacent to any such place or location or any other area within the control of the licensee.

Retail sale means the sale for use or consumption, and not for resale in any form.

Sale of Keg means any sale of beer in a keg, even though the keg is to be returned by the purchaser to the seller.

Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Video Gaming Café means an establishment whose primary or major focus is video gaming and the service of alcohol and food is incidental to the operation of video gaming. The following factors may be considered when determining if the establishment is a Video Gaming Café:

- The layout and design of the establishment;
- The preparation and variety of food and beverages offered;
- The creation and operation of a full-service commercial kitchen;
- The number of video gaming machines relative to the customer seating capacity of the establishment;
- The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
- The source of proposed or actual revenue derived from the establishment;
- The number of employees at the establishment and their proposed function; and
- Any other factors as determined as relevant by the Local Liquor Control Commission.

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as above defined.

Sec. 3-2. Local Liquor Control Commission - duties generally.

The Mayor and Village Council of the Village shall be the Local Liquor Control Commission of the Village. The Mayor shall serve as the Chairman of the Local Liquor Control Commission. The Local Liquor Control Commission is charged with the administration of the Liquor Control Act 235 ILCS 5, and or such ordinances and resolutions relating to alcoholic liquor as may be enacted by the Village. The Local Liquor Control Commission may appoint a person or persons to assist them in the exercise of the powers and performance of the duties herein provided for the Local Liquor Control Commission.

Sec. 3-3. Same--Right of entry.

The Local Liquor Control Commission hereby is given the power to enter or to authorize any law-enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of this chapter, the Liquor Control Act 235 ILCS 5, or any rules or regulations adopted by them or by the Illinois Liquor Control Commission have been or are being violated, and at such time to examine the premises of said license in connection therewith.

Sec. 3-4. Public indecency.

(a) No person who is the owner or occupant of any premises open to the public shall permit on the premises any person to:

(1) Expose his or her genitals, pubic hair, buttocks, perineum and anal region or pubic hair region; or

(2) Expose any device, costume or covering which gives the appearance of or simulates the

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or

(3) Expose any portion of the female breasts at or below the areola thereof, or

(4) Commit an act which constitutes public indecency under Section 12-6 hereof.

(b) No person holding a liquor license under this chapter shall permit any officer, associate, member, representative, entertainer or employee of such licensee to:

(1) Solicit, induce or request any patron of the licensed establishment to purchase any alcoholic or nonalcoholic beverage for himself/herself or any other employee of the licensed establishment; or

(2) Knowingly serve any employee any alcoholic or nonalcoholic beverage which was purchased by any patron; or

(3) Allow any employee or, entertainer of the license to remain on the premises of the licensed establishment who solicits, induces or requests a patron to purchase an alcoholic or nonalcoholic beverage for any employee.

Sec. 3-5. Peddling prohibited.

It shall be unlawful to peddle alcoholic liquor in the Village.

Sec. 3-6. Condition of premises.

All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor for such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

Sec. 3-7. Reserved.

Sec. 3-8. Restricted areas.

It is hereby determined that the following described portions of the Village are predominately residential in character: all of the area of the Village except that portion now zoned as manufacturing zones, business zones or which hereafter may be zoned as business or manufacturing zones.

Sec. 3-9. Location restrictions.

(a) No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on; nor to the renewal of a license for the sale at retail of alcoholic liquor on premises within 100 feet of any church or school where the church or school has been established within such 100 feet since the issuance of the original license. In the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries.

(b) For purposes of this Section, a "banquet facility" is any part of a building that caters to private

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

parties and where the sale of alcoholic liquors is not the principal business. Nothing in this Section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common objective other than the sale or consumption of alcoholic liquors.

Sec. 3-10. Promotional restrictions; happy hours prohibited.

All promotions and/or happy hour periods shall be conducted in accordance with Illinois State law.

(a) A violation of this section shall be grounds for suspension or revocation of the retailer's license as provided by section 3-44.

Sec. 3-11. Premises to be in full view and lighted.

In premises upon which the sale of alcoholic liquor for consumption upon the premises or package sales is licensed, no screen, blind, curtain, partition, article or thing shall be permitted in the windows or upon the doors of such licensed premises nor inside such premises which shall substantially prevent a clear view into the interior of such licensed premises from the street, road or sidewalk at all times, and no booth, screen, partition, or other obstruction nor any arrangement of lights or lighting shall be permitted in or about the interior of such licensed premises which shall prevent a full view of the entire interior of such premises from the street, road or sidewalk, and said premises must be so located that there shall be a full view of the entire interior of such premises from the street, road or sidewalk, with the exception of an establishment in which Video Gaming is being conducted. For establishments that hold a Class VG "Video Gaming" license, there shall be screening installed to reduce or eliminate the ability to view the video gaming terminals from the exterior. Such screening for establishments holding a Class "VG" license shall be in a manner acceptable to the Village Manager. All rooms where liquor is sold for consumption upon the premises shall be continuously lighted during business hours by natural light or artificial white light so that all parts of the interior of the premises shall be clearly visible. In case the view into any such licensed premises required by the foregoing provisions shall be obscured by the licensee or by him/her suffered to be obscured or in any manner obstructed, then such license shall be subject to suspension or revocation in the manner herein provided. In order to enforce the provisions of this section, the Local Liquor Control Commission shall have the right to require the filing with them of plans, drawings and photographs showing the clearance of the view as above required.
(Ord. No. 0-146-10, §1, 12/6/10; Ord. No. O-15-23, 2/20/23)

Sec. 3-12. Persons under the age of twenty-one.

(1) It shall be unlawful for any person within the Village to sell alcoholic liquor to any person under the age of twenty-one (21) years, for the purpose of preventing the violation of this section, any licensee, or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce not less than two (2) forms of adequate written evidence of identity, at least one of which shall evidence the fact that he or she is over the age of twenty-one (21) years, and it shall be presumed that any licensee, or employee, who does not require at least two (2) such forms of identification has failed to require adequate evidence of age and identity. Adequate written evidence of age and identity of the person is a document issued by a federal, state, county or municipal government, or subdivision or agency thereof, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the armed forces.

(2) It shall be unlawful for any person under the age of twenty-one (21) years to purchase or obtain any alcoholic liquor in any tavern or other place in the Village where alcoholic liquor is sold.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(3) It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any tavern or other place in the Village where alcoholic liquor is sold.

(4) Any place in the Village where alcoholic liquor is sold there shall be displayed at all times in a prominent place a printed card which shall be displayed and which shall read substantially as follows:

"Warning to persons under the age of twenty-one, you are subject to a fine up to one thousand five hundred dollars ($1,500.00) under the Code of Ordinances of the Village of Palatine if you are under the age of twenty-one (21) and you purchase alcoholic liquor, or misrepresent your age for the purpose of purchasing or obtaining alcoholic liquor."

(5) It shall be unlawful for any holder of a retail liquor dealers license, or its employee, to suffer or permit any person, including employees, under the age of twenty-one (21) years to be or remain in any room or place where such licensed premises is located at any time such premises is open for business and while alcoholic beverages are being served or are permitted to be served; provided that this paragraph shall not apply to any person under the age of twenty-one (21) years who is accompanied by his or her parent or guardian, or to any licensed premises which derives its principal business from the sale or service of other commodities than alcoholic liquor.

(6) It shall be unlawful for any person under the age of twenty-one (21) years to serve or sell liquor in establishments where alcoholic liquor is sold and it shall be unlawful for the holder of a retail dealer's license, his/her employee, to suffer or permit any such person to serve or sell alcoholic liquor of any kind, except as permitted pursuant to the holder liquor license classification.

(7) It shall be unlawful for any person under the age of twenty-one (21) years to carry, transport, consume, or to have in such person’s possession any alcoholic liquor anywhere in the Village; provided however that nothing herein shall be construed to prevent any person under the age of twenty-one (21) from carrying, transporting or possessing sealed alcoholic liquor when the carrying, transporting or possession shall be directly related to said person’s employment by a transport or trucking company engaged in the cartage, delivery, or storage of alcoholic liquor for hire.

(8) It shall be unlawful for any person, after purchasing or otherwise obtaining alcoholic liquor, to sell, give or otherwise deliver such alcoholic liquor to any other person under the age of 21 years except in the performance of a religious ceremony or service.

(9) In addition to all other fines and penalties, the Local Liquor Control Commission may suspend or revoke the retail dealer’s license for any violation of this section.

(10) It shall be unlawful for any parent or guardian to permit any minor child of which he may be parent or guardian to violate any provision of this section.

(11) Notwithstanding anything hereinabove to the contrary, the Village hereby adopts the provisions of Section 6-16.1 of the State Liquor Code (235 ILCS 5/6-16.1) which allows the Palatine Liquor Control Commission to employ or direct a “person under 21 years” of age to assist in investigations of possible sale to minors.

Sec. 3-13. Sale to intoxicated persons.

It shall be unlawful for the holder of an alcoholic liquor dealer’s license to sell, deliver or give any alcoholic liquor to any intoxicated person.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Sec. 3-14. Gambling prohibited.

There shall be no card games or gambling allowed on any premises licensed to sell alcoholic liquor unless otherwise exempted by law or through the issuance of a Class VG Liquor License from the Commission.

Sec. 3-15. Transporting of alcoholic liquor into restaurant prohibited.

It shall be unlawful for any person to bring, carry, transport or otherwise convey alcoholic liquor into a restaurant establishment or other eating establishment for purposes of consumption in such restaurant or other eating establishment, whether or not consumed with a meal, and regardless of whether such restaurant or other eating establishment has been issued a liquor license. Nothing herein shall prevent the bringing in, carrying, or transporting of alcoholic liquor into a restaurant or other eating establishment in connection with the holding of a private party, with the permission of the owner or manager of said establishment, if otherwise authorized pursuant to the provisions of this Code.

Sec. 3-16. Complaint of violation.

Any resident of the Village shall have the right to file a complaint with the Local Liquor Control Commission that any licensee has been or is violating the provisions of this chapter or the rules or regulations issued pursuant thereto. Such complaint shall be in writing and shall be signed and sworn to by the parties complaining. The complaint shall state the particular provisions, rule or regulation believed to have been violated and the facts in detail upon which belief is based. If the Local Liquor Control Commission is satisfied that the complaint substantially charges a violation, it shall set the matter for hearing and shall serve notice upon the licensee of the time and place of such hearing and of the particular charges in the complaint in the manner hereinafter provided.

Sec. 3-17. Transportation of alcoholic liquor.

No person within the Village shall transport, carry, possess or have any alcoholic beverage within the passenger area of any motor vehicle except in the original package and with the seal unbroken.

Sec. 3-18. Sale of alcoholic liquor from drive-up windows, in drive-through facilities or to persons within the passenger areas of motor vehicles; penalty.

(a) It shall be unlawful for any person, retail licensee or employee of such licensee to sell or deliver alcoholic liquor, including, but not limited to, the sale or delivery of alcoholic beverage in the original package with the seal unbroken and alcoholic beverage in a glass or cup:

(1) From a drive-up window or in a drive-up manner; or
(2) To a person within the passenger area of a motor vehicle.

Nothing herein shall prevent the person or licensee from assisting in loading a vehicle where the sale was otherwise consummated in compliance with Village ordinances.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Sec. 3-19. Penalty.

Except as may be imposed pursuant to Section 3-44, any person, firm, or corporation violating any provision of this chapter shall be fined not less than one hundred twenty-five dollars ($125.00) nor more than one thousand five hundred dollars ($1,500.00) for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Sec. 3-20. Sale of Kegs

A licensee who sells a keg shall keep a logbook of all kegs sold showing the purchaser's name, address, telephone number, driver's license/state identification number, date of birth, and signature. The logbook shall be available for inspections by the Village Police Department during normal business hours.

Secs. 3-21-3-25. Reserved.

ARTICLE II. LICENSES

Sec. 3-26. Required.

It shall be unlawful to sell or offer for sale at retail, in the Village any alcoholic liquor either without a valid retail liquor dealer's license, or other than as is specifically permitted in the terms of such a license.

It shall be unlawful to serve, deliver, or to permit the consumption of alcoholic liquor on any premises for which a retail liquor dealer's license is required, other than as is specifically permitted in the terms of such a license.

No licensee under this Code shall sell or distribute alcoholic beverages outside the licensed premises.

Sec. 3-27. Alcoholic beverage seller and server permit and registry required.

(a) Each Manager and Assistant Manager of any licensed premise must possess a valid Alcoholic Beverage Seller and Server Permit pursuant to the granted liquor license requirements in Section 3-35. Further, each Manager and Assistant Manager shall be listed on the annual Liquor License Application.

(1) Owners not involved in the daily operations or the serving and selling of alcohol of a licensed premise are not required to obtain an Alcoholic Beverage Seller and Server Permit but are not exempt from a background check pursuant to Section 3-29.

(b) An Alcoholic Beverage Seller and Server Permit shall be issued by the Village to such applicant upon proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent (to be determined by the Palatine Police Department) and upon receipt from the Police Department of a background check of the applicant (to be conducted every three {3} years).

(c) No permit shall be issued to:

(1) A person who has been convicted of a felony under the laws of the State of Illinois or any other state or of the United States, unless the Village Manager determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Village Manager's investigation. The burden of

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proof of sufficient rehabilitation shall be on the applicant; or

(2) Has been convicted of being the keeper of or is keeping a house of ill repute; or

(3) Has been convicted of pandering; or

(4) A person whose Alcoholic Beverage Seller and Server Permit issued under this Code has been revoked for a cause.

(d) The Chief of Police or his/her designee shall issue to the applicant an Alcoholic Beverage Seller and Server Permit. A facsimile of such permit is to be kept on the premises of the employer at all times.

(e) New Managers or Assistant Managers of an establishment licensed to sell or serve alcoholic beverages are required to secure an Alcoholic Beverage Seller and Server Permit within thirty (30) days from the beginning of their employment. Until receipt of such a permit, the new Manager or Assistant Manager shall work under the supervision of a person who has been licensed by the Village.

(f) Each permit shall be valid for three (3) years from the date of issuance. Renewal licenses shall be issued upon proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent (to be determined by the Palatine Police Department) and upon receipt from the Police Department of the background check of the applicant.

(g) The Owner of any licensed establishment shall register with the Village any employee engaged in the sale, serving or giving away of any alcohol, spirits, wine, beer or other alcoholic beverages and/or the checking of identification for the purchase or consumption of alcoholic beverages. Said registration must occur within thirty (30) days of employee's employment. All employees subject to this section shall be required to comply with the BASSET requirements as noted in 3-27(f), which shall be recorded in the registration form. The registry shall be confirmed with the Village on an annual basis as part of the liquor license renewal process. A facsimile of registered employees' BASSET completion is to be kept on the premises of the employer at all times. Failure of the Owner to register an employee shall be grounds for a violation of the liquor license and subject to all remedies available in the Code of Ordinances. (Ord. No. O-15-23, 2/20/23)

Sec. 3-28. Applications.

No application for a liquor license may be considered by the Palatine Liquor Commission unless the number of licenses authorized under section 3-33 of this Code for the class of liquor license for which such application is made is greater than the number of such licenses then issued and outstanding, except that a person or persons holding a signed contract to purchase an already licensed establishment may make application for a license of the same class regardless of the number of licenses issued and outstanding. A copy of the contract to purchase must accompany such application.

All applications for liquor licenses shall be made to the Local Liquor Control Commission in writing, signed by the applicant, if an individual, by all the partners, if a partnership, or by a duly authorized officer thereof, if a club or corporation, verified by oath or affidavit, accompanied by a non-refundable two hundred fifty dollar ($250.00) filing fee, with the exception of an application for a Class E Temporary Liquor License which shall have a non-refundable filing fee of fifty dollars ($50.00), and shall contain the following information and statements: (Ord. O-19-19, 3/11/19; O-102-19, 12/02/19)

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(1) The name, age and residence address of the applicant, if an individual or in the case of a copartner, of each person entitled to share in the profits thereof and, in the case of a corporation for profit or a club, the date and state of incorporation, the objects for which organized, the names and addresses of the officers and directors, and the name and address of each stockholder owning in the aggregate more than five (5) per cent of the total issued and outstanding stock of such corporation;

(2) The same information in regard to the manager, if any, by whom such business will be conducted;

(3) The citizenship of each person mentioned in sub-paragraph (1) of this section, his/her place of birth and if a naturalized citizen, the time and place of his/her naturalization;

(4) The type of business then conducted by the applicant and his/her co-partners, if any, and also the length of time that said applicant or his/her co-partners, if any, has been in business of that character;

(5) The location and description of the premises or place of business which is to be operated under such license and that the licensee owns said premises or has a lease thereon for the full terms for which the license is requested.

(6) A statement whether applicant, his/her co-partners, if any, corporation or club has made application for a liquor license on premises other than described in said application, and the disposition thereof.

(7) The name and address of the landlord if the premises are leased;

(8) A statement that applicant and each of his/her co-partners, if any, have never been convicted of a felony and are not disqualified to receive a license by reason of any matter or thing contained in this Code, laws of this state, or other ordinances of this Village.

(9) Whether a previous license by any state or subdivision thereof, or by the federal government has been revoked, and the reasons therefor;

(10) A statement whether the applicant and each of his/her co-partners have ever owned and/or operated another liquor licensed establishment that has ever had any violations related to the liquor license.

(11) A statement that the applicant will not violate any of the laws of the state or of the United States, or any provision of this Code or other ordinance of the Village in the conduct of his/her business.

(12) All applicants for Class "E" licenses shall submit concurrently with the filing of their license application a layout of the premises wherein alcoholic liquor service will be provided, including a detailed sketch of screening or other physical barriers to be placed around the serving area.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(13) Certificate of Dram Shop insurance evidencing coverage for the full term of the Palatine Liquor License in compliance with the following.

a. The certificate shall insure the applicant and the owner or lessor of the premises for not less than the amount in this section $500,000.00 per occurrence.

b. The Village of Palatine shall be named as an additional insured on the policy of comprehensive general liability insurance.

c. Such certificate shall also on its face name the Village of Palatine as a certificate holder and provide that the Village of Palatine shall be entitled to thirty (30) days advance written notice of cancellation before expiration of such policy.

d. Said coverage shall be from an insurer licensed to do business in the State of Illinois and shall be kept current at all times. Licensees shall have certificates of insurance immediately provided to the Village at the time or renewal and/or within ten (10) days of the date when at such time as a change in insurance carriers occurs. Upon request of the Village, a Licensee shall provide evidence of current coverage at times other than initial application and renewal. All required insurance shall be required to provide coverage for the Premises and Building where a liquor license is maintained, and also to any Permitted Area for any Sale of Alcoholic Liquors (including any outdoor seating area or the area where any Outdoor Special Event, Caterer Event, Nonprofit Special Event or similar event is to be conducted).

A. For purposes of this Section, the required insurance shall be defined to include:

a. Dram shop insurance with policy limits at or in excess of the statutory minimum required under Illinois law.

b. Comprehensive General Liability insurance with policy limits of not less than one million dollars per person/per occurrence.

B. In addition to the foregoing requirements, applicant and Licensees are also required to maintain workers compensation, automobile liability and any other insurance required under applicable Illinois law as a condition of being eligible to obtain or maintain a liquor license. The Village may demand proof of such coverage, in the form of a current certificate of insurance or other proof of insurance acceptable to the Village, at any time a license is in place, or at any time while processing a license application or renewal application.

C. Both the comprehensive general insurance policy and the dram shop insurance policy required hereunder shall name the Village as additional primary and non-contributory insured, without right of subrogation, and without any limiting clauses other than those which may be acceptable to the Village. Upon request, the policy and any endorsements must be tendered to the Village. (Ord. O-19-19, 3/11/19)

(14) Previous year's State of Illinois Liquor License number.

(15) Any other requested information that is listed in 235 ILCS 5/7-1, or as requested by Village Manager.

(16) A statement as to whether any federal, state, county or local official or law enforcement

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

public official owns any interest in the applicant.

Upon issuance of a state liquor license, Licensee shall submit proof of said issuance to the Village of Palatine within thirty (30) days of issuance of the State Liquor License. Failure to file proof of issuance of the state license within thirty (30) days of the issuance of the Village of Palatine license shall constitute a violation of Section 3-44(b) of this Code.

Sec. 3-28(B). Incomplete or Inaccurate Applications

(1) Applications for liquor licenses which are incomplete, inaccurate or fail to contain the statements or information required by this Chapter shall be rejected by the Village. The Village shall issue a written rejection of such application, setting forth the deficiencies in said application within sixty (60) days of its receipt. Prior to such rejection, the applicant may submit the additional information or statements required to complete such application.

(2) Administrative or legal expenses incurred in reviewing incomplete or inaccurate liquor license applications, advising the applicant of such deficiencies, and rejecting such applications shall be paid by the applicant exclusive of the $250.00 application fee. A bill or invoice shall be submitted to the applicant specifying the additional administrative or legal expenses incurred in processing the applicant's incomplete or inaccurate liquor license application, which shall be paid by the applicant, together with the annual license fee prior to the issuance of such license.

Sec. 3-29. Examination of applicant for local license.

The Local Liquor Control Commission shall have the right to examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served as provided by statute, and to examine or cause to be examined the books and records of any such applicant or licensee, to hear testimony and take proofs for the information of the members of the commission in the performance of their duties, and for such purpose any member of the commission may issue subpoenas which shall be effective in any part of this state. For the purpose of obtaining any of the information desired by the Local Liquor Control Commission, under this section, it may authorize its agent to act on its behalf, as provided by statute.

Each liquor license applicant, as determined by the Village Manager, shall every three (3) years submit his or her fingerprints to the Palatine Police Department in the form and manner prescribed by the Department of State Police or Palatine Police Department. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Village may charge a fee for conducting the criminal history records check of a liquor license applicant. The Palatine Police Department shall furnish pursuant to positive identification, records of conviction to the Local Liquor Control Commissioner.

Sec. 3-30. Restrictions.

No such license shall be issued to:

(1) A person who is not a resident of the Village of Palatine;

(2) A person who is not of good character and reputation in the community in which he resides or operates a business;

(3) A person who is not a citizen of the United States;

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(4) A person who has been convicted of a felony under the laws of the State of Illinois or of any other state or of the United States;

(5) A person who has been convicted of being the keeper of or is keeping a house of ill fame;

(6) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;

(7) A person whose license issued under this Code has been revoked for a cause;

(8) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license under a first application;

(9) A copartner, if any general partner thereof, or any limited partner thereof, owning more than five (5) per cent of the aggregate limited partner interest in such copartner would not be eligible to receive a license hereunder for any reason other than residence within the Village.

(10) A corporation, if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five (5) per cent of the stock thereof, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

(11) A corporation unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;

(12) A person whose place of business is conducted by a manager unless said manager possesses the same qualifications required of the licensee;

(13) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to January 31, 1934 or shall have forfeited his/her bond to appear in court to answer charges for any such violation;

(14) A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;

(15) Any federal, state or local law enforcing public official, any Mayor of the Village, any member of a Village council, or any president or member of a county board; and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor, except that a license may be granted to such official in relation to premises that are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State Liquor Control Commission

(16) Any person, association, or corporation not eligible for a state retail liquor dealer's license.

(17) A person who does not submit proof that all coin operated amusement devices in the establishment have been licensed by the Village of Palatine and the fee paid. Failure to submit said proof as required will be grounds for denying the issuance of the license or the renewal of the same.

(18) A person who is not a beneficial owner of the business to be operated by the licensee.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(19) A person who has been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.

(20) A person or entity to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under Illinois State Law.

(21) A person or corporation that has outstanding, past due financial obligations owed to the Village, including but not limited to fines, fees, utility charges and property taxes.

(22) Any person or entity where the owner of the proposed licensed premises or any person from whom the licensee derives the right of possession of such premises or the corporate officer of such person or owner is ineligible to hold a liquor license.

In the event there is a violation of any of the foregoing restrictions by a person, corporation or partnership holding a license or any officer, manager, director, stockholder, or partner thereof, while said license is in effect, such license may be revoked by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

Sec. 3-31. Conditions to the issuance of liquor licenses.

(a) All new licensees shall be required to comply with section 3-27 as a condition to the issuance of any new liquor license. A copy of the Alcoholic Beverage Seller and Server Permit of all applicable employees and the list of registered employees shall be kept on the premises of the establishment at all times and made available to the Village for inspection upon demand. Upon request, a licensee shall provide a list of all employees which are required to be registered and required to hold an Alcoholic Beverage Seller and Server Permit. Included on the list shall be the employee's date of hire and the expiration date of the Alcoholic Beverage Seller and Server Permit.

(b) In addition to any other requirements in this Chapter or conditions associated with the type of license obtained, the Local Liquor Control Commission may impose reasonable conditions on the issuance or renewal of a liquor license. Such conditions may be based on the past operating history of the establishment, the neighborhood or environs in which the establishment is located and may include additional limitations on the hours otherwise permitted in the license classification sought by the applicant.

(c) At all times when the premise is open, the licensee shall have no less than one manager or assistant manager on duty with an Alcoholic Beverage Seller and Server Permit.

(d) A licensed establishment shall have on file with the Liquor Commission a current site plan of the premises indicating the location of the display, selling, and serving of alcoholic beverages, including but not limited to bars, lounges, shelving, and registers. (Ord. No. 0-34-10, §1, 4/19/10; Ord. No. O-15-23, 2/20/23)

Sec. 3-32. Term; prorating fee.

Each license shall terminate on June 30 next following its issuance, excepting a temporary license provided that this section shall not affect the period of termination of any license issued before the effective date of this article. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the fiscal year prior to the issuance of the license.

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Sec. 3-33. Failure to operate; lapse of license.

ln the event that the operation of any business for which a liquor license is granted hereunder shall close down, terminate or cease for a period of thirty (30) consecutive days, such license shall forthwith lapse and be of no further force, effect or validity.

The Village Manager may grant a grace period for failure to operate related to construction, remodeling, or other circumstances deemed to be beyond the control of the liquor establishment.

Sec. 3-34. Acquisition of more than five per cent of licensee's stock; report.

Each corporation holding a liquor license and each person who shall acquire in excess of five (5) per cent of the total issued and outstanding stock of the corporation shall report to the Local Liquor Control Commission in writing, not less than thirty (30) days prior to such acquisition, the name and address of the proposed stockholder together with a completed application form and disclosure statement containing the information and statements required under section 3-28 of this Code, together with the intended date of such acquisition.

In the event the proposed stock acquisition will result in a change of stock ownership of the corporation of fifty (50) per cent or more of the total issued and outstanding stock of the corporation as it existed at the time the corporation's existing license was first issued, the acquisition shall be deemed and is hereby declared to be a transfer of the license, and if completed shall cause the license to cease and terminate unless, prior to such completion, an application for a new license if filed with, and a new liquor license is issued by, the Local Liquor Control Commission.

In the event the proposed stock acquisition will result in a change of stock ownership of the corporation in an amount less than fifty (50) per cent of the total issued and outstanding stock of the corporation as it existed at the time the corporation's existing license was first issued, following receipt of such application and disclosure statement, the Local Liquor Control Commission shall have the same rights with respect to the proposed stockholder as are set forth in section 3-29 of this Code. On or before the expiration of the aforesaid thirty-day period, the Local Liquor Control Commission shall complete their review of the qualifications of the proposed stockholder and advise the proposed stockholder and the corporation in writing as to whether they have determined that any grounds exist for revocation of the corporation's liquor license in the event the proposed transfer is consummated.

Failure to report to and file the required application and disclosure statement with the Local Liquor Control Commission as above required, or any transfer of stock in violation of the determination of the Local Liquor Control Commission shall be grounds for revocation of the corporation's liquor license by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

In addition to the above requirements, each corporation holding a liquor license shall report the name and address of any person previously holding in excess of five (5) per cent of the issued and outstanding stock of the corporation who acquires additional stock in excess of five (5) per cent of the total issued and outstanding stock of the corporation. The aforesaid report(s) shall be made within five (5) days following such acquisition. Failure to report to the Local Liquor Control Commission, as above required, shall be grounds for the revocation of the corporation's liquor license by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

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Nothing herein shall prevent the Local Liquor Control Commission from suspending a license or imposing a fine upon a licensee for violation of any provision of this section.

Sec. 3-35. Classification; fees

Licenses shall be and are hereby divided into the following classes:

(1) **RESERVED.**

(2) *Class "A-1" License* (Sports and Recreation Facilities) shall authorize the retail sale of alcoholic liquor on the premises only to sports and recreation facilities, subject to the provision that a floor plan be submitted prior to issuance of the license, food service must be available, and that no exterior signage advertising alcohol or the tavern/bar name be permitted.

It shall be unlawful for a holder of a Class "A-1" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Friday, or during the hours of 2:00 a.m. and 6:00 a.m. on Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplemental to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains from the Village Manager a license to sell or serve alcoholic beverage

(3) *Class "B" License* (package liquor store) shall authorize the retail sale of all alcoholic beverages in its original package, not for consumption on the premises where sold. The establishment shall not have more than ten percent (10%) of its shelf space used for consumable goods ("consumable goods" does not include tobacco and soft drinks), derive more than ten percent (10%) of its gross income from consumable goods, and derive more than ten percent (10%) of wholesale purchases of consumable goods.

In addition to all other applicable requirements, a sign shall be posted on every entrance to the establishment (the size of said sign and the type size to be prescribed by the Village Manager's office) providing that no one under the age of 21 may enter the establishment unless accompanied by a parent or guardian 21 years of age or older. Said establishment shall enforce such restriction by denying admittance to any person under the age of 21 unless accompanied by a parent or guardian 21 years of age or over.

It shall be unlawful for a holder of a Class B license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages. A point of sale control procedure/policy indicating the liquor license holder's procedures and

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policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

(4) *Class "B-1" License* (grocery store with package liquor) shall authorize the retail sale of all alcoholic beverages in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of groceries, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of fifteen thousand (15,000) square feet of retail floor space, with no more than ten percent (10%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

The primary liquor display area shall be located in the designated area as indicated on the approved floor plan on file with the Liquor Commission. Any change to the primary liquor display area on the approved floor plan shall require Liquor Commission approval.

In addition to the primary liquor display area, a holder of a Class B-1 license shall be permitted up to three (3) incidental display areas for beer and wine only subject to the Village Manager's review and approval and shall be indicated on a plan on file with the Liquor Commission.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-1 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-146-10, §2, 12/6/10)

(5) *Class "B-2" License* (General Merchandise store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of household items, groceries, medicine, health or beauty aids, and clothes, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of fifty thousand (50,000) square feet of floor area, with no more than five percent (5%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

A General Merchandise store holding a B-2 license shall have a valid State of Illinois Pharmacy license, pursuant to the Pharmacy Practice Act (225 ILCS 85), at the liquor licensed location and actually employ at least one licensed pharmacist who works at the liquor licensed premises, and shall provide proof to the Village upon request.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the

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approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-2 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-159-12, §1, 12/3/12)

(6) *Class "B-3" License* (Drug store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of pharmacy items, prescription drugs, health and wellness services, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of ten thousand (10,000) square feet of floor area, with no more than five percent (5%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

A Drug Store holding a B-3 license shall have a valid State of Illinois Pharmacy license, pursuant to the Pharmacy Practice Act (225 ILCS 85), at the liquor licensed location and actually employ at least one licensed pharmacist who works at the liquor licensed premises, and shall provide proof to the Village upon request.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-3 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-34-10, §2, 4/19/10; Ord. No. 0-146-10, §3, 12/6/10)

(7) *Class "B-4" License* (Restaurant/Convenient Store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is both the sale of freshly

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prepared on-site food, the sale of gasoline and the sale of general merchandise and other prepackaged food items. The sale of alcoholic beverages shall be secondary to the sale of the above items. The establishment must have a minimum of four thousand five hundred (4,500) square feet of floor area, with no more than ten percent (10%) of the floor area used for the display of alcoholic beverages.

The establishment shall offer their patrons full and complete meals during hours approved by the Palatine Liquor Commission as a condition of the liquor license. The establishment's full menu shall be on file with the Liquor Commission.

The establishment shall maintain a minimum of twelve (12) gasoline pump stations at all times.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-4 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 10:00 p.m. and 8:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-34-10, §2, 4/19/10; Ord. No. 0-146-10, §3, 12/6/10)

(8) *Class "C" License* (Club) shall authorize the retail sale of alcoholic liquor on the premises designated therein, for consumption on the premises only, by a club as defined in this chapter.

It shall be unlawful for a holder of a Class "C" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday, except between the hours of 12:00 midnight and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(9) *Class "D" License* (Restaurant) shall authorize the retail sale, in restaurant establishments only, of alcoholic liquor for consumption on the premises where sold. Such licenses shall be

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

issued and retained by those restaurant establishments which:

(a) Are in fact operated as restaurants; and

(b) Offer their patrons full and complete meals, including dinner menu. The holder of a Class "D" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant or a veterans organization. Without limiting the generality of the foregoing, limited food service such as provided by luncheonettes, diners, coffee shops, drive-ins, etc., does not satisfy the requirements for this license classification.

It shall be unlawful for a holder of a class "D" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Thursday, or during the hours of 2:00 a.m. and 6:00 a.m. Friday, Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

Servers aged 19 and 20 shall be permitted to serve alcoholic beverages at the table within the dining room, provided that said servers are registered pursuant to Section 3-27; and that the establishment has a manager and/or an assistant manager and a bartender, all of whom must be at least 21 years of age, present on the premises at all times, all of whom have registered or obtained an Alcoholic Beverage Seller and Server permit pursuant to Section 3-27.

(10) RESERVED

(11) *Class "E" License* (Temporary Special Event) shall authorize the retail sale of alcoholic liquor on the premises designated therein, for consumption on said premises only, by a civic, fraternal, other not-for-profit organization, or holder of valid Palatine liquor license, for a specific function or occasion and for a limited period of time to be set by the Local Liquor Control Commission; provided, however, that the hours shall be no later than 12:00 midnight on any night and begin no sooner than 11:00 am Sundays. As used in this paragraph (11) "premises" shall mean the entire premises designated in the Class "E" license even though such premises may extend beyond the interior of a building.

In the event the Village Manager receives an application for a Class "E" license, complete in all respects and accompanied by a detailed sketch and letter from the Police Department as

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

required under section 3-28(12) of this Code, and because of unavoidable conflicts or other reasons beyond the control of the commission, the application cannot be acted upon in timely fashion by the full Local Liquor Control Commission, a Class "E" license may be issued upon the signatures of any four (4) commissioners, with a report of said approval and copies of the application and all supporting documents being mailed or delivered promptly to each commissioner.

Temporary licenses may be issued by the Local Liquor Control Commission to holders of any licenses, for operations away from the licensed premises for special events. The events, for which such special licenses away from the licensed premises shall be granted, shall be subject individually to the approval of the Local Liquor Control Commission. Such special licenses shall be issued for a period not to exceed seven (7) days in any one year for any license holder. Each individual site for such sale away from licensed premises shall be subject to approval by the Local Liquor Control Commission.

It shall be unlawful for the holder of a Class "E" license to sell or offer for sale at retail any alcoholic liquor in the Village other than as is specifically permitted in the license.

It shall be unlawful for any person to sell or serve alcoholic liquor unless the seller or server has satisfactorily completed the Village of Palatine Liquor Ordinance Compliance Training Course.

There shall be an application fee of $50 for each Class “E” license application.

(12) *Class "F" License* (Park District) shall authorize the retail sale of alcoholic liquor at or from buildings and other facilities located on the premises designated therein, for consumption on premises and also from beverage carts operating solely on golf course premises owned by Park Districts, duly established under the Park District Code. The holder of a Class "F" license shall upon issuance and renewal of the license, submit to the Village a list showing those hours at which alcoholic liquor will be sold, offered for sale at retail, served or permitted to be consumed at each respective Park District site; provided, however, the holder of a Class "F" license may sell or serve alcoholic liquor on such premises for special events at hours other than those contained on the aforesaid list upon at least forty-eight (48) hours prior notice to the Village Manager.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(13) *Class "G" License* (Beer and Wine) shall authorize the retail sale in restaurants only, of beer and wine for consumption on the premises where sold. Such licenses shall be issued to and retained by only those establishments which:

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.

It shall be unlawful for a holder of a Class "G" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(14) *Class "G-1" License* (Seasonal Beer and Wine) shall authorize the retail sale in restaurants only, of beer and wine for consumption on the premises where sold and in conjunction with a sidewalk café license agreement between the restaurant and Village of Palatine. Such licenses shall be issued to and retained by only those establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.

(c) Have a valid Outdoor Seating License Agreement with the Village of Palatine allowing for the use of Village right of way for the purpose of food service.

It shall be unlawful for a holder of a Class "G-1" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday. The license shall be valid only during the dates allowed by the Outdoor Seating License Agreement. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, alcohol server, or to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(15) *Class "G-2" License* (Beer and Wine Single-Serve Package) shall authorize the retail sale in restaurants only, of single-serve beer, wine and seltzer. Consumption on the premises where sold shall be approved by the Village Manager and such approved site plan shall be on file with the Liquor Commission. Such licenses shall be issued to and retained by only those

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and other non-alcoholic beverage service are not primarily those of a restaurant.

It shall be unlawful for a holder of a Class "G-2" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 09:00 p.m. and 09:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, or to manage such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.
(Ord. No. O-116-21, 11/1/2021)

(16) *Class "H" License* (Banquet Hall) shall authorize the serving and retail sale of alcoholic liquor for consumption on the premises designated therein in establishments containing banquet hall facilities and authorized for banquets as a principal use; provided that alcoholic liquor under this license may be served and sold only to invited guests. The annual fee for such license shall be provided in the fee schedule supplement to the Palatine Code of Ordinances.

"Banquet hall facility" shall mean a business conducted on premises at which the exclusive activity is the catering of private parties whereat there is service for consumption at tables of a full multiple course meal at a prearranged fixed unit price, or hors d'oeuvres, buffet or smorgasbord, and at which alcoholic liquor may be served or sold as an incident to such food services; provided that each of such private parties is prearranged under the sponsorship of a particular person or organization.

It shall be unlawful for a holder of a Class "H" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Friday, or during the hours of 2:00 a.m. and 6:00 a.m. Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender or to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(17) *Class "K" License* (Hotel) shall authorize the retail sale in hotel rooms on the licensed premises of alcoholic liquor for consumption only in the hotel rooms on said premises and for special events in hotel meeting rooms. A Class K licensee shall be required to install cabinets for the storage of liquor for the use of room guests in each room provided each such

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

cabinet shall be securely locked with a separate key from the room key. Only guests 21 years or older at the time of registration shall be issued the separate cabinet key.

A Class "K" license shall authorize a hotel to serve alcoholic beverages to registered guests between the hours of five o'clock (5:00) p.m. and ten o'clock (10:00) p.m. Hors d'oeuvres or other food shall be continuously available during the hours when alcoholic beverages are served. Service of the alcoholic beverages and food shall take place in a room (reception lounge) or area separated from the lobby of the hotel.

It shall be unlawful for any person to be employed as a bartender or to manage such reception lounge unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages. (Ord. #0-21-09, §1, 3/2/09)

The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

(18) *Class "M" License* (Institutional Conference Center) shall authorize the serving and sale of alcoholic liquor for consumption on the premises designated therein in an Institutional Conference Center establishment; provided that alcoholic liquor under this license may be served and sold only to invited guests that are utilizing the services and facilities of the Institutional Conference Center for educational, cultural, philanthropic, governmental, business and/or training activities and said alcoholic liquor is incidental to such activities. Service and sale of alcoholic beverages shall be restricted to only those events in an Institutional Conference Center.

"Institutional Conference Center" shall mean an event on premises at William Rainey Harper College at which the exclusive activities are those events associated with educational, cultural, philanthropic, governmental business or training activities, and said alcoholic liquor is incidental to such activities. The sale or serving of alcohol at weddings, receptions or other events not involving the educational, cultural, philanthropic, governmental programming or training activities is prohibited.

It shall be unlawful for a holder of a Class "M" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be $10.00.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(19) *Class "N" License* (Microbrewery) shall authorize establishments dispensing alcoholic liquors for consumption on the premises and engaged in the actual brewing and production of beer on the premises and for the dispensing of beer that has been brewed and produced on site for consumption off the premises and in packaged form only. Holders of a Class N license shall offer their patrons full and complete meals, including dinner menu. The holder of a Class "N" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. This license shall be issued only to establishments with a microbrewery, having meal service, and a restaurant capacity of not less than 100 seats. (Ord. No. 0-64-13, §1, 6/3/13)

It shall be unlawful for a holder of a Class "N" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Thursday, or during the hours of 2:00 a.m. and 6:00 a.m. Friday, Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such -license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(20) *Class "O" License* (Temporary Commercial Special Events, Daily Fee) Authorizes the retail sale of wine and/or beer only, on the premises specified, for consumption on said premises at a business event, grand opening or similar function. Such temporary licenses are to be granted to local businesses promoting a common object rather than the sale of wine and/or beer. Such licenses may also contain further restrictions or conditions which are deemed necessary to ensure that the events are properly supervised and otherwise conducted such that the health, safety and welfare of the general public will be protected. These restrictions or conditions may include, but are not limited to, the event's hours of operation or specific operational conditions.

Such licenses shall be authorized on a day to day basis, but for not more than three (3) consecutive days. Such licenses shall permit not more than twenty (20) days of events per calendar year. Such licenses shall only be authorized to a single user premises.

In conjunction with the license application a list of event(s) shall be submitted to the Village. Any proposed changes to the approved event(s) following the issuance of a license shall be submitted in writing to the Village Manager at least seven (7) days prior to the proposed event. The Village Manager shall be authorized to either approve or deny any proposed changes to the event(s) following the issuance of the license.

It shall be unlawful for any person to be employed as a bartender or to manage such event unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

The fee for such licenses shall be two hundred and fifty dollars ($250) for five (5) event days or less, or five hundred dollars ($500) for six (6) event days or more.
(Ord. #0-28-09, §1, 3/9/09)

(21) *Class "P" License* (Caterer) shall authorize an establishment to provide catering services. A "Caterer" means a person or business that provides food and/or alcoholic beverage service to private events within the Village of Palatine. Holders of a Class "P" license may sell, dispense, and serve alcohol beverages as part of a private event within the Village of Palatine. Such licenses shall be issued and retain by those establishments which:

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(a) The primary business is located in the Village's corporate limits.
(b) Hold a valid Food Dealer Permit issued by the Village.
(c) Demonstrate the ability to store, handle, prepare, transport and serve food in a safe and sanitary manner, in accordance with the standards promulgated pursuant to Village Code of Ordinances. The Department of Community Services shall inspect an applicant's license premises for compliance with this Code and shall report its findings to the Local Liquor Control Commission.

1. "Outside Caterer" which means a caterer whose primary business is located outside of the Village's corporate limits, may register with the Village by supplying the following information to the Village Manager for approval:

   a. Location, date, and time of the Catering Event; and
   b. Proof of a valid license for the preparation of food for service of the licensed premises, issued by the appropriate licensing authority of the jurisdiction of where the applicant's catering business is located; and
   c. Proof of its ability to store, handle, prepare, transport and serve food in a safe and sanitary manner in accordance with the standards no less stringent than those imposed by the Village Code of Ordinance; and
   d. Proof of a valid license for the sale of alcoholic liquor issued by the appropriate licensing authority; and
   e. Proof of dram shop insurance in an amount equal to that required by the license under this Chapter; and
      Proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent for any person employed by an Outside Caterer as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker for the Catering Event.
   f. Any additional information as required by the Village Manager.

A registered outside caterer may engage in the sale and service of alcoholic liquor on the same terms and conditions as the holder of the caterer's liquor license under this Code. The registration period for each Outside Caterer shall be on a per event basis, with no event exceeding five (5) consecutive days.

Any person desiring an Outside Caterer registration shall file an application therefor with, no less than fourteen (14) days before the intended date of the event, to the Village Manager or his/her designee, upon a form provided by him/her. The Village Manager may include additional restrictions or conditions to the approved registration.

The annual fee for Class "P" license and registration fee for Outside Caterer shall be as provided in the fees schedule supplement of the Palatine Code of Ordinances.

Every person engaged in the sale of alcoholic liquor as a caterer shall keep a record of each event catered by that person. The record shall indicate the place and time of the event and include the name of the person hiring the caterer; the compensation paid to the caterer; the types of alcoholic liquor and the quantity of each type sold at the event. All such records shall be kept at the caterer's place of business and available for inspection by any authorized representative of the Village for at least three (3) years after the event.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

A caterer shall sell alcoholic liquor only to the client or sponsor of a catered event, and only by the full, unopened container.

Either the caterer, or an employee of the caterer, shall be present at all times during a catered event where alcoholic liquor is dispensed. The caterer or caterer's employee shall have on his/her person a copy of the caterer's liquor license or Outside Caterer's registration.

It shall be unlawful for any person to be employed by a holder of a Class "P" License as a bartender, server, bouncer, identification checker, manager, unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.
(Ord. No. 0-45-10, §1, 5/3/10)

(22) *Class "LC" License* (Late Closing License) Effective July 1, 2022 there shall be no further "LC" License (Late Closing License) issued by the Village of Palatine. However, holders of a "LC" License as of June 30, 2022 shall be subject to the following classifications and regulations:

(a) Class "LC 1" License (Late Closing License). For holders of an unconditional Class "LC" License issued prior to January 05, 2005, if the license holder is located within the area bounded by Colfax Street on the north, Palatine Road on the south, the Gateway Center Parking Deck on the west and Plum Grove Road on the east, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 2:00 a.m. and 6:00 a.m.

Any Class "LC" License issued prior to January 05, 2005, may not be transferred to any new operator. Further, any "LC 1" License shall not be transferred to any new operator.

The holder of a Class "LC 1" License may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

Except for renewal of existing licenses issued prior to July 1, 2022, there shall be no further new Class "LC 1" licenses issued.

(b) Class "LC 2" License (Late Closing License). For holders of an unconditional Class "LC" License issued prior to January 05, 2005, if the license holder is located north of Dundee Road and east of Rand Road, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village or deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 3:00 a.m. and 6:00 a.m.

Any Class "LC" license issued prior to January 05, 2005, may not be transferred to any new operator. Further, any "LC 2" License shall not be transferred to any new

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

operator.

The holder of a Class "LC 2" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

Except for renewal of existing licenses issued prior to July 1, 2022, there shall be no further new Class "LC 2" licenses issued.

The annual fee for such licenses shall be provided in the fee schedule supplement to the Palatine Code of Ordinances.

(23) *Class "PS" License* (Product sampling) shall authorize product sampling. Only those establishments holding a Class B and Class B-1 liquor license may apply for the Class PS license. (Ord. 0-148-06, §1, 8/21/06)

Holders of a Class "PS" License may conduct product sampling for consumption at the licensed retail location only. Up to 10 samples, consisting of no more than (i) 1/4 ounce of distilled spirits, (ii) one ounce of wine, or (iii) 2 ounces of beer may be served to a consumer in one day.

Holders of a Class "PS" license may conduct product sampling for consumption outside the licensed retail premises for offsite events in accordance with the following conditions:

a. Approval to conduct product sampling outside the licensed retail premises must be granted by the Village Manager in writing with whatever conditions the Village Manager deems appropriate. In addition, the granting of this license shall not give the establishment the right to conduct samples or sales of products it would not otherwise be entitled to provide under the establishment's B or B-1 license. Request for approval must be submitted in writing to the Village Manager not less than fourteen (14) days prior to the event.

b. All sampling must be held within the corporate limits of the Village of Palatine.

c. All servers at the events must be registered or permitted pursuant to Sec 3-27.

Any violation of the Class "PS" license or any conditions related thereto shall also be considered a violation of the B or B-1 liquor license held by the licensed establishment and shall be grounds for the revocation, suspension, or other action pursuant to the Village Code of Ordinances, related to all Village licenses held by the establishment.
(Ord. No. 0-122-08, §1, 9/2/08)

(24) *Class "PS-1" License* (Full Serving Product Sampling) shall authorize the sale and full serving size service of products available for retail purchase in the establishment. Only those establishments holding a Class B liquor license and with a square footage in excess of 5,000 sq. ft. may apply for the Class PS-1 license.

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Holders of a Class "PS-1" license shall have a designated and approved area to conduct product sampling of products available for retail purchase at the licensed retail location and limited special offering products from distributors which may or may not be available for retail purchase.

Holders of a Class "PS-1" license shall have a limited food menu, approved by the Village Manager, available at all times product serving is available. Such menu may consist of pre-packaged foods.

It shall be unlawful for a holder of a Class "PS-1" license to sell or offer for sale any alcoholic liquor, or to deliver or permit the consumption of alcoholic liquor on the license premises, between the hours of 9:00 p.m. and 11:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

Any violation of the Class "PS-1" license or any conditions related thereto shall also be considered a violation of the B liquor license held by the licensed establishment and shall be grounds for the revocation, suspension, or other action pursuant to the Village Code of Ordinances, related to all Village licenses held by the establishment.

(25) *Class "VG" License* (Video gaming) shall authorize video gaming on premise. Only those establishments holding a Class D or Class N liquor license may apply for the Class "VG" license.

Eligible applications must demonstrate that, at the time of application, a minimum of 50% of all sales for the previous twelve (12) months shall have come from the sale of alcoholic beverages. If the sale of alcoholic beverages is less than 50% of total sales, the establishment is not eligible to apply for, nor be considered, for a class "VG" license. The 50% requirement shall be demonstrated to the Village Manager to their standard and satisfaction.

The number of Class "VG" licenses shall be limited to no more than eleven (11) licenses and issued only to those license holders in existence on July 1, 2023 with licenses expiring on June 30, 2024.
(Ord. O-93-23, 8-14-23)

Holders of a Class "VG" license may conduct video gaming as an ancillary use on premise in accordance with the following conditions:

a. The establishment must have a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq, and shall comply with all provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.

b. The operation of video gaming terminals shall only be permitted during the hour's alcoholic liquor sales are permitted pursuant to the underlying Class D or Class N liquor license.

c. Video gaming shall be located in a separated area that is restricted to persons 21 years of age or older. Applicants shall submit a floor plan for approval by the Village that clearly indicates the proposed location of all video gaming terminals. Said video gaming area

Attachment: Exhibit A (2024-25 : Amendments to Chpt 3 Code of Ordinances)

shall be separated by a permanent opaque barrier with a minimum height of four (4) feet. The floor plan shall include specific information as to the type of barrier to be utilized to separate the area, provided however, that such barrier shall not obstruct the view of the entrance to the video gaming area which shall be visible to an employee at all times. The entirety of the separated area shall be visible at all times to an employee through live video surveillance. Additionally, a plan shall be approved as part of the application process that demonstrates frequent physical monitoring of the video gaming terminals by an employee in addition to the video surveillance. Notwithstanding the foregoing and to the extent possible, lighting and sounds from the gaming machines shall be contained within the separated area with minimal intrusion to the remainder of the licensed establishment and the video gaming terminals shall not be visible from outside the establishment.

d. The separated area must provide for accessibility in accordance with all applicable codes including the Americans with Disabilities Act. A floor plan shall be approved by the Liquor Commission as part of the issuance of the Class "VG" License.

e. The total number of video gaming terminals located in the establishment shall not exceed six (6).

f. No video gaming signage or advertising of any type or size, including, but not limited to, posters, paper signage, fliers, neon signage, banners, video or audio feed, or any other form of advertisement, shall be allowed on the exterior of the licensed establishment or on the inside of such establishment if such signage is visible from the outside in any way, including but not limited to, visibility from any street, alley, or public right-of-way within the Village.

g. Video Gaming is prohibited in any establishment located within 100 feet of any school or place of worship as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq.

h. The establishment must be in good standing with the Village for no less than one (1) year prior to its application for a License which allows Video Gaming. The one (1) year requirement is satisfied if an otherwise eligible establishment is acquired by a new owner that operates qualified video gaming in other locations in the State of Illinois. To be in "in good standing" the licensee shall:

(i) Owe no sums of money to the Village at the time of its application nor have been late in payments to the Village of any sum owed the Village in the previous twelve (12) months prior to date of application;

(ii) Have held a Village of Palatine liquor license;

(iii) Been in continuous bona fide operation under that license for no less than twelve (12) months at the time of its application for the License;

(iv) Have had no legal violations causing a suspension of its liquor or business license in the twelve (12) months prior to its application for the License; and

(v) Be in compliance with all dram shop and video gaming laws, rules and regulations of the Village of Palatine and the State of Illinois.

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The Commission shall have the authority to waive the requirements in subsection (h) (ii) and (iii) upon a petition by the applicant that demonstrates that the one (1) year requirement is not necessary.

Additionally, holders of a Class "VG" license shall be equipped with video surveillance equipment capable of recording clear continuous video of the separated video gaming area and the outside of the establishment. Video Surveillance shall meet the following standards:

1) The video surveillance cameras shall be digital in nature (digital video recorder) and shall be of sufficient number, type, placement and location to view and record all activity in front of and on all sides of each entry and exit way used by patrons of the licensee for a distance of 25 feet from the point of entry or exit of the licensed establishment. Further video surveillance cameras shall be installed to record all activity in the portion of the licensed premise approved for video gaming. Full video coverage of this area shall be provided; and

2) The video surveillance cameras shall be sufficiently light sensitive and provide sufficient image resolution (supported by additional lighting if necessary) to produce easily discernible images recorded at all times; and

3) The video surveillance cameras shall record at a minimum speed of fifteen frames per second; and

4) The video surveillance camera image shall be capable of being viewed through use of appropriate technology, including but not limited to a computer screen or closed circuit television monitor; and

5) The video surveillance camera system shall be capable of transferring the recorded images to portable format of media, including but not limited to compact disc, digital video disc or USB thumb drive; and

6) The video surveillance cameras shall be maintained in good working condition; and

7) The video surveillance cameras shall be in operation and recording continuously, twenty-four (24) hours per day; and

8) The recordings made by video surveillance cameras installed and maintained pursuant to this ordinance shall be indexed by dates and times and preserved for a minimum of thirty (30) days so that they may be made available to the liquor commissioner, the Police Department and other governmental agencies in furtherance of a criminal investigation or a civil or administrative enforcement investigation, prosecution or hearing. The Licensee shall allow the inspection of the video surveillance equipment and/or all video surveillance content by the Palatine Police Department at any time during regular business hours upon oral or written request and without warrant, subpoena or other legal process. Once Licensee receives a request for inspection or copies of video surveillance, no preserved material shall be deleted without written direction from the Palatine Police Department. Any knowing or intentional violation of this paragraph shall constitute sufficient grounds for the revocation of the establishments liquor license; and

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9) The licensee shall post signage, in a conspicuous manner and at appropriate locations, notifying the public that video surveillance cameras are in operation

The annual fee for such License shall be provided in the fee schedule supplement to the Palatine Code of Ordinances. Additionally, any establishment operating pursuant to a Class VG License which allows for and authorizes video gaming must pay an annual fee to the Village in the amount of one thousand dollars ($1,000) per video gaming terminal authorized in the establishment.

Any holder of a Class A-1, Class C, Class D, Class G, Class H, and Class N permit shall be entitled to weekend hours on the day before Thanksgiving, St. Patrick's Day, and New Year's Eve of every year when such days fall on a Sunday through Wednesday, upon request, provided that two weeks' notice be given to the Village Manager.

(Ord. O-21-21, 3-1-21; Ord. No. O-34-22, 04/11/22, Ord. No. O-15-23; 02/20/23)

Sec. 3-36. Disposition of fees.

All license fees shall be non-refundable and paid, annually in advance of July 1 in each year on or before the specific date set forth by the Village Manager in the license renewal information. Failure to pay by the specific date set forth shall result in a late payment fee of $125. The license holder may elect to pay in equal semi-annual installments on or before the renewal date set forth above and January 1 in each year. This method of payment is subject to a $150.00 administration fee on the second installment. Failure to tender good funds for full payment for the proportionate amount due by January 1 shall constitute grounds for suspension or revocation of the license under Section 3-44. (Ord. O-19-19, 3/11/19)

A service charge in the amount of $100.00 shall be assessed for all checks for license fees that are returned for insufficient funds. Failure to tender good funds for full payment of the license fee within twenty-four (24) hours of notice from the Village of the returned check shall constitute grounds for suspension or revocation of the license under Section 3-44.

If a new license is issued during a term of the license period, the fee shall be only the proportionate amount due based on the remaining number of months during the term of the license.

Sec. 3-37. Number.

There shall be in force in the Village of Palatine, no more of each classification of Liquor License as designated by Village ordinance from time to time, a complete listing of which shall be maintained at all times by the Village Manager's office and the Village Clerk's office, and no license shall be issued in excess of these limitations. Nothing in the Code or the ordinance adopting this Code shall affect any such ordinance and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Sec. 3-38. List required.

The Village Manager shall keep or cause to be kept a complete record of all such licenses issued, and shall furnish the Clerk and Chief of Police each with a copy thereof; upon the issuance of any new license, or the revocation of any old license, the Village Manager shall post notice of such action.

Sec. 3-39. Transfer.

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(a) A license shall be purely a personal privilege, good for not to exceed one year after issuance, unless sooner revoked or terminated as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee, provided that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but not longer than six months after the death, bankruptcy or insolvency of such licensee.

(b) Any licensee may renew his/her license at the expiration thereof, provided he is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purpose; and provided further that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the Mayor and Village Council from decreasing the number of licenses to be issued within its jurisdiction. No retailer's license shall be renewed if the Department of Revenue has reported to the Illinois Liquor Control Commission that such retailer is delinquent in filing any required tax returns or paying any amounts owed to the State of Illinois until the applicant is issued a certificate by the Department of Revenue stating that all delinquent returns or amounts owed have been paid by guaranteed remittance or the payment agreement to pay all amounts owed has been accepted by the Department. No retailer's license issued by the Local Liquor Control Commissioner shall be renewed unless the applicant provides documentation that any tax owed to by the applicant has been satisfied by payment in the form of a cashier's check, certified check, money order, or cash.

Sec. 3-40. Live entertainment on the premises.

Issuance of a retail liquor dealer's license under the terms of this article shall not carry with it the right or privilege for any form of live entertainment as defined in this Chapter to be conducted or performed on the premises described in the application and license. Authorization for any such live entertainment shall be obtained separately pursuant to the provisions of the zoning ordinance of the Village of Palatine, by securing any necessary zoning relief as well as a live entertainment license pursuant to section 11-63 and upon payment of the annual fee as provided in Section 11-63 of Article II, Division 2 of Chapter 11. For those establishments that have a liquor license, only those portions of the premises in which the consumption of alcohol is permitted may seek approval for live entertainment. (Ord. 0-1-10, §2, 1/11/10)

Sec. 3-41. Change of location.

A retail liquor dealer's license shall permit the sale of alcoholic liquor only in the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the Liquor Commission. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the law of this state, provisions of this Code and other ordinances of the Village.

Sec. 3-42. Renewal of license.

(a) In all establishments seeking renewal of their existing liquor license(s), all renewal licenses shall be required to comply with all applicable sections of this Chapter including but not

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limited to Secs. 3-27, 3-28 and 3-30. A copy of the Alcoholic Beverage Seller and Server Permit for all applicable employees shall be kept on the premises of the establishment at all times and made available to the Village for inspection upon demand.

(b) In addition to any other requirements in this ordinance or conditions associated with the type of license obtained, the liquor control commission may impose reasonable conditions on the issuance of a renewal liquor license. Such conditions may be based on the past operating history of the establishment, the neighborhood or environs in which the establishment is located and may include additional limitations on the hours otherwise permitted in the license classification sought by the applicant.

Sec. 3-43. Prohibited licenses.

(a) No license shall be issued to any person for the sale at retail of any alcoholic liquor at any store or other place of business where the majority of customers are minors of school age.

(b) No license shall be issued to any establishment which also delivers gasoline for automotive vehicles on the same premises, unless such establishment has been issued a B-4 liquor license.

Sec. 3-44. Revocation or suspension of license.

No person holding a license issued by the Local Liquor Control Commission shall, in the conduct of the licensed premises or upon the licensed premises:

1. Violate or suffer or permit a violation of any Federal or State statutes regulating the sale of alcoholic liquors or any other Federal or State statute.
2. Violate or suffer or permit a violation of any Village, county, or other local ordinance or resolution regulating the sale of alcoholic liquors or any other such ordinance or resolution.
3. Violate or suffer or permit a violation of the conditions of the license or of any other ordinance of the Village.
4. Commit any fraud or misrepresentation or make a false statement in the application for the license
5. Be convicted of any felony or of a misdemeanor involving moral turpitude.
6. Fail to pay any fee, tax, fine or penalty owing to the Village
7. Refuse to permit an inspection of or interfere with a duly-authorized Village officer or employee while in the performance of his/her duties in making such inspections as provided in the Village of Palatine Code of Ordinances
8. Cause nuisance or danger to public health, safety or welfare
9. Suffer or permit disorderly conduct on the premises or in the parking lot, serving the premises or for such other acts that occur on adjoining land or in any other area within the control of the licensee attributable to patrons or employees of the license holder.
10. Commit fraudulent or unfair business practices
11. Cessation of business for more than thirty (30) consecutive days.
12. Failure to hold a valid Palatine Business License
13. Failure to hold a valid State of Illinois Liquor License
14. Failure to carry valid Dram Shop insurance

A license may be revoked or suspended if the licensee violates any of the above provisions of this

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chapter, or any applicable rules or regulations established by the local liquor control commission or the Illinois Liquor Control Commission which are not inconsistent with law. However, no such license shall be so revoked or suspended except after a public hearing in the manner hereinafter provided.

License revocation and suspension hearings provided for hereunder shall be conducted by a local liquor control hearing committee consisting of three (3) members appointed by the Local Liquor Control Commission, but who need not be members of the Local Liquor Control Commission. The local liquor control hearing committee shall elect a chairman to preside at all its meetings and hearings. Any two (2) members of the local liquor control hearing committee shall constitute a quorum. When a quorum is present, any decision, recommendation, fine, penalty, revocation, suspension or other action by the local liquor control hearing committee shall require a majority vote of those present. In cases of hearings on violation charges, a majority vote of those present shall be required for a finding of guilty.

All hearings shall be held after not less than a five-day written notice to the licensee, served either personally or by registered or certified mail, affording the licensee an opportunity to appear and defend. A count reporter shall be present at all hearings and shall record all proceedings. The expenses of such court reporter shall be paid for by the Village, except that the cost of any copies of the record as transcribed by the court reporter which are desired by a party to the proceedings shall be paid for by that party.

Upon the conclusion of any hearing, the local liquor control hearing committee shall issue written findings and an order with respect to the evidence presented at the hearing, signed by all members on the prevailing side of the decision and participating in the hearing. A copy of said findings and order shall be delivered as promptly as possible to the Village Manager for transmission to all members of the Local Liquor Control Commission, and also shall be sent by registered or certified mail or served personally upon the licensee within five (5) days of the termination of the hearing. If the local liquor control hearing committee determines that the licensee is guilty of any violation charged, the order shall state the penalty to be imposed upon the licensee. The local liquor control hearing committee may revoke the license of any licensee found guilty of any charges brought before it.

If the license is not revoked, the local liquor control hearing committee may impose any one or any combination of the following penalties:

(a) Suspension of the liquor license for a period not to exceed thirty (30) days.

(b) Require that the licensee and any or all of its employees as designated by the committee (including the authority to designate job types) obtain certification from a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements pursuant to the Administrative Rules of the Illinois Department of Public Health, Division of Alcoholism and Substance Abuse, Title 77, Chapter XVI, Part 3500 or its equivalent (to be determined by the Palatine Police Department) and obtain an Alcoholic Beverage Seller and Server Permit from the Village as a condition to the continued operation of the establishment.

(c) Require the submission of written procedures, reasonably satisfactory to the local liquor control hearing committee established by the licensee for the training of his/her employees in proper age identification evaluation.

(d) Require that appropriate signs be posted with respect to age requirements on the premises. This may be in addition to any signs that may be required under section 3-12 of this chapter.

(e) The payment of a fine not to exceed five thousand dollars ($5,000.00) per violation for a first

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violation within a 12 month period, ten thousand dollars ($10,000.00) for a second violation, and fifteen thousand dollars ($15,000.00) for a third or subsequent violation within a 12 month period.

Any appeal from a decision of the local liquor control hearing committee shall be made in accordance with the Illinois Liquor Control Act shall be based on the record made at the hearing before the Local Liquor Control Hearing Committee.

Twenty-four (24) hours before the commencement of any suspension or revocation, the Police Department shall have the right to post on all entrances to the licensed establishment a notice that the premises is prohibited from selling or delivering alcoholic beverages by order of the Village of Palatine Local Liquor Control Hearing Committee.

(f) In the event that the licensed establishment and/or employee of the licensed establishment is charged with selling to a person under the age of 21, the Village Manager shall have the authority to issue a letter to the licensed establishment offering to settle the matter for payment of a $500.00 fine in lieu of an appearance before the Liquor Control Hearing Committee. In the event the licensed establishment does not agree to pay the fine or request a hearing, said hearing shall proceed in accordance with the procedure set forth in this Section. This provision shall only apply to a licensed establishment charged for the first time with unlawful sale to a person under the age of 21.

(g) In the event that the licensed establishment and/or employee of the licensed establishment is charged with selling or serving without being registered or permitted pursuant to Sec 3-27, the Village Manager shall have the authority to issue a letter to the licensed establishment offering to settle the matter for payment of a $500.00 fine in lieu of an appearance before the Liquor Control Hearing Committee. In the event the licensed establishment does not agree to pay the fine or request a hearing, said hearing shall proceed in accordance with the procedure set forth in this Section. This provision shall only apply to a licensed establishment charged for the first time with operating without an Alcoholic Beverage Seller and Server Permit pursuant to Sec 3-27.

(h) In the event that the Mayor or a majority of the Liquor Control Commission has reason to believe that the continued operation of a particular licensed premises will immediately threaten the welfare of the community, the Mayor shall have the power to issue a written order requiring the licensed premises closed for not more than seven (7) days, giving the Licensee an opportunity to be heard during that period by the Local Liquor Control Hearing Committee.

(i) Any additional section or conditions deemed appropriate by the Local Liquor Control Hearing Committee.

The notice shall be in letters not less than one-half inch high and shall, in the case of a suspension, give the times of the suspension and in the case of a revocation state the exact time which the revocation goes into effect.

The removal of such notice before the suspension ends by any person is prohibited and shall subject the person to a fine of not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000.00).

Sec. 3-45. Commission rules.

The Local Liquor Control Commission may promulgate such rules of procedure from time to time to govern hearings and other proceedings as it deems appropriate.

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Sec. 3-46. Owner of Premises Permitting Violation – Penalty.

If the owner of the licensed premises or any person from whom the licensee derives the right to possession of such premises, shall knowingly permit the licensee to use said licensed premises in violation of the terms of this Ordinance, said owner, or other person shall be deemed guilty of a violation of this Ordinance to the same extent as said licensee and be subject to the same punishment and restrictions on issuance of any new licenses to the same extent as said licensee.

Sec. 3-47. Acts of Employee – Liability of Licensee – Knowledge.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this Ordinance, by any officer, director, manager or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by him/her personally.

Sec. 3-48. Granting Licenses after Revocation; Waiting Period; Discretion.

When any license shall have been revoked for any cause, no license shall be granted to any person for the period of one year thereafter for the conduct of the business of manufacturing, distributing, or selling alcoholic liquor in the premises described in the revoked license unless the revocation order has been vacated, unless relief is given by the Local Liquor Control Commission.

(Ord. No. O-48-23; 04/17/23)

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Chapter 3 ALCOHOLIC BEVERAGES

State law reference(s) --Liquor Control Act of January 31, 1934, 235ILCS5; for provisions relating to local control see 235ILCS5/4-1 et seq.

Editor's Note: Ordinance 0-73-06, replaced Chapter 3 in its entirety. This Ordinance was passed on April 17, 2006, with an effective date of June 1, 2006.

Editor's Note: Ordinance 0-34-12, approved on March 19, 2012, replaced Chapter 3 in its entirety.

Editor's Note: Ordinance 0-11-17, approved on February 21, 2017, replaced Chapter 3 in its entirety.

Editor's Note: Ordinance O-19-19, approved March 11,2019, replaced Chapter 3 in its entirety.
Editor's Note: Ordinance O-53-21, approved June 7, 2021, added Class "B-4" License
Editor's Note: Ordinance O-116-21, approved November 1, 2021, added Class "G-2" License
Editor's Note: Ordinance O-34-22, approved April 11, 2022, added LC 1, LC 2 Late Closing Licenses and VG (Video Gaming) License
Editor's Note: Ordinance O-48-23, approved April 17, 2023, replaced Chapter 3 in its entirety.

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Art. I. In General, §§ 3-1--3-25
Art. II. Licenses, §§ 3-26--3-48

ARTICLE I. IN GENERAL

Sec. 3-1. Definitions.

For the purposes of this chapter the following words shall have the meanings indicated unless their context clearly requires otherwise; provided that, any terms used in this chapter which are not defined herein shall have the meaning as provided in the Liquor Control Act, 235 ILCS 5/1-1:

Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Alcoholic Beverage Seller Server Permit (ABSS) is a Village of Palatine permit issued to an alcoholic drink server or seller that holds the position of Manager or Assistant Manager who completes a state-certified beverage alcohol sellers and servers educational and training (BASSET) program and completes a background check.

Alcoholic Liquor means any alcohol, spirits, wine, beer, or other liquid containing more than one-half of one per cent of alcohol by volume, which is capable of being consumed as a beverage by a human being. Includes alcohol, spirits, wine and beer, and every liquor or solid, patented or not, containing alcohol, spirits, wine or beer, and in the judgment of the Commission, capable of being consumed as a beverage by a human being.

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Alcopop means a flavored alcoholic beverage or flavored malt beverage that includes (i) a malt beverage containing a malt base or Beer and added natural or artificial blending material, such as fruit juices, flavors, flavorings, colorings, or preservatives where such blending material constitutes .5% or more of the alcohol by volume contained in the finished beverage; (ii) a beverage containing Wine and more than 15% added natural or artificial blending material, such as fruit juices, flavors, flavorings, or adjuncts, water (plain, carbonated, or sparkling), colorings, or preservatives; (iii) a beverage containing distilled Alcohol and added natural or artificial blending material, such as fruit juices, flavors, flavorings, colorings, or preservatives; or (iv) an alcohol malt beverage containing caffeine, guarana, taurine, or ginseng, where the beverage constitutes 0.5% or more of Alcohol by volume.

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Beer means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, ~~beer~~Beer, ale, stout, lager beer, porter and the like.

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Club means a corporation organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common objective other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of annual dues, and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and their guests; provided that such club files with the Local Liquor Control Commission at the time of its application for a license under this article two (2) copies of a list of names and residences of its members, and similarly files within ten (10) days of the election of any additional members name and address; and, provided further, that its affairs and management are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting; and that no member or any officer, or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.
ry as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.
y as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.

Commission means Palatine Local Liquor Control Commission.

Committee means the Palatine Local Liquor Control Hearing Committee, which shall consist of 3 members appointed by the Commission and may include ex officio members who may be any member of the Commission.

Corporation means any corporate, domestic or foreign, qualified to do business in the state of Illinois under the Business Corporation Act of the Illinois Compiled Statutes, including a limited liability company as defined in said Act.

Keg means any original package container capable of holding more than three gallons of beer.

Licensee means any person issued a license under this chapter.

Limited Liability Company means a legal business entity created and recognized under the Illinois Liability Company Act of the Illinois Compiled Statutes.

Live Entertainment shall be defined pursuant to Chapter 11, Licenses, Permits and Business Regulations. (Ord. #0-1-10, §1, 1/11/10)

Manager or Assistant Manager means any individual of a licensed place of business in a managerial or supervisory position that oversees the merchandising, sale, serving, or identification checking related to alcoholic beverages and possesses the same qualifications required of the licensee. Satisfactory evidence of such employment shall be furnished to the Commission in the form and manner as the Commission shall, from time to time, prescribe.

Manufacturer shall include every person who, in the process of filling or re-filling an original

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package with alcoholic liquors purchased by such person, changes the degree or quality of such alcoholic liquors by any manner or means whatesoever.

Microbrewery, any public place or establishment that engages in the production, manufacturing, or brewing of beer on the premises by means of adequate and sanitary equipment designed and maintained to facilitate the brewing process and dispenses that beer produced on the premises for consumption on the premises and packaged for retail sale.

Owner shall be defined as the person, partnership, corporation, limited liability company, trustee, trust, or any other legal entity having sufficient proprietary interest of record in the place of business.

Peddling shall be defined pursuant to Chapter 11 Article VI. Solicitors

Person includes a corporation, limited liability company (LLC), partnership, co-partnership(s), association(s), club(s), individual(s), trustee(s), receiver(s), assignee(s), executor(s), administrator(s), or other personal representatives of decedent(s).

Premises or Place of Business, as used in this chapter, means the place or location where alcoholic beverages are manufactured, stored, displayed or offered for sale, or where drinks containing alcoholic beverages are mixed, concocted and served for consumption including the interior of the building, sidewalks, streets, parking areas and grounds adjacent to any such place or location or any other area within the control of the licensee.

Retail sale means the sale for use or consumption, and not for resale in any form.

Sale of Keg means any sale of beer in a keg, even though the keg is to be returned by the purchaser to the seller.

Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

Video Gaming Café means an establishment whose primary or major focus is video gaming and the service of alcohol and food is incidental to the operation of video gaming. The following factors may be considered when determining if the establishment is a Video Gaming Café:

- The layout and design of the establishment;
- The preparation and variety of food and beverages offered;
- The creation and operation of a full-service commercial kitchen;
- The number of video gaming machines relative to the customer seating capacity of the establishment;

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- The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
- The source of proposed or actual revenue derived from the establishment;
- The number of employees at the establishment and their proposed function; and
- Any other factors as determined as relevant by the Local Liquor Control Commission.

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as above defined.

Sec. 3-2. Local Liquor Control Commission - duties generally.

The Mayor and Village Council of the Village shall be the Local Liquor Control Commission of the Village. The Mayor shall serve as the Chairman of the Local Liquor Control Commission. The Local Liquor Control Commission is charged with the administration of the Liquor Control Act 235 ILCS 5, and or such ordinances and resolutions relating to alcoholic liquor as may be enacted by the Village. The Local Liquor Control Commission may appoint a person or persons to assist them in the exercise of the powers and performance of the duties herein provided for the Local Liquor Control Commission.

Sec. 3-3. Same--Right of entry.

The Local Liquor Control Commission hereby is given the power to enter or to authorize any law-enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of this chapter, the Liquor Control Act 235 ILCS 5, or any rules or regulations adopted by them or by the Illinois Liquor Control Commission have been or are being violated, and at such time to examine the premises of said license in connection therewith.

Sec. 3-4. Public indecency.

(a) No person who is the owner or occupant of any premises open to the public shall permit on the premises any person to:

(1) Expose his or her genitals, pubic hair, buttocks, perineum and anal region or pubic hair region; or

(2) Expose any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or

(3) Expose any portion of the female breasts at or below the areola thereof, or

(4) Commit an act which constitutes public indecency under Section 12-6 hereof.

(b) No person holding a liquor license under this chapter shall permit any officer, associate, member, representative, entertainer or employee of such licensee to:

(1) Solicit, induce or request any patron of the licensed establishment to purchase any alcoholic or nonalcoholic beverage for himself/herself or any other employee of the licensed establishment; or

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(2) Knowingly serve any employee any alcoholic or nonalcoholic beverage which was purchased by any patron; or

(3) Allow any employee or, entertainer of the license to remain on the premises of the licensed establishment who solicits, induces or requests a patron to purchase an alcoholic or nonalcoholic beverage for any employee.

Sec. 3-5. Peddling prohibited.

It shall be unlawful to peddle alcoholic liquor in the Village.

Sec. 3-6. Condition of premises.

All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor for such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

Sec. 3-7. ~~Employees.~~

~~It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious disease; except to the extent that denial of employment on such ground would be a violation of state or federal law, and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any such premises or to engage in any way in the handling, preparation or distribution of such liquor.~~**Reserved.**

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Sec. 3-8. Restricted areas.

It is hereby determined that the following described portions of the Village are predominately residential in character: all of the area of the Village except that portion now zoned as manufacturing zones, business zones or which hereafter may be zoned as business or manufacturing zones.

Sec. 3-9. Location restrictions.

(a) No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children ~~or any military or naval station~~, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on; nor to the renewal of a license for the sale at retail of alcoholic liquor on premises within 100 feet of any church or school where the church or school has been established within such 100 feet since the issuance of the original license. In the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries.

(b) For purposes of this Section, a "banquet facility" is any part of a building that caters to private parties and where the sale of alcoholic liquors is not the principal business. Nothing in this Section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common objective other than the sale or consumption of alcoholic liquors.

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Sec. 3-10. Promotional restrictions; happy hours prohibited.

All promotions and/or happy hour periods shall be conducted in accordance with Illinois State law.

(a) A violation of this section shall be grounds for suspension or revocation of the retailer's license as provided by section 3-44.

Sec. 3-11. Premises to be in full view and lighted.

In premises upon which the sale of alcoholic liquor for consumption upon the premises or package sales is licensed, no screen, blind, curtain, partition, article or thing shall be permitted in the windows or upon the doors of such licensed premises nor inside such premises which shall substantially prevent a clear view into the interior of such licensed premises from the street, road or sidewalk at all times, and no booth, screen, partition, or other obstruction nor any arrangement of lights or lighting shall be permitted in or about the interior of such licensed premises which shall prevent a full view of the entire interior of such premises from the street, road or sidewalk, and said premises must be so located that there shall be a full view of the entire interior of such premises from the street, road or sidewalk, with the exception of an establishment in which Video Gaming is being conducted. For establishments that hold a Class VG "Video Gaming" license, there shall be screening installed to reduce or eliminate the ability to view the video gaming terminals from the exterior. Such screening for establishments holding a Class "VG" license shall be in a manner acceptable to the Village Manager. All rooms where liquor is sold for consumption upon the premises shall be continuously lighted during business hours by natural light or artificial white light so that all parts of the interior of the premises shall be clearly visible. In case the view into any such licensed premises required by the foregoing provisions shall be obscured by the licensee or by him/her suffered to be obscured or in any manner obstructed, then such license shall be subject to suspension or revocation in the manner herein provided. In order to enforce the provisions of this section, the Local Liquor Control Commission shall have the right to require the filing with them of plans, drawings and photographs showing the clearance of the view as above required.
(Ord. No. 0-146-10, §1, 12/6/10; Ord. No. O-15-23, 2/20/23)

Sec. 3-12. Persons under the age of twenty-one.

(1) It shall be unlawful for any person within the Village to sell alcoholic liquor to any person under the age of twenty-one (21) years, for the purpose of preventing the violation of this section, any licensee, or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce not less than two (2) forms of adequate written evidence of identity, at least one of which shall evidence the fact that he or she is over the age of twenty-one (21) years, and it shall be presumed that any licensee, or employee, who does not require at least two (2) such forms of identification has failed to require adequate evidence of age and identity. Adequate written evidence of age and identity of the person is a document issued by a federal, state, county or municipal government, or subdivision or agency thereof, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the armed forces.

(2) It shall be unlawful for any person under the age of twenty-one (21) years to purchase or obtain any alcoholic liquor in any tavern or other place in the Village where alcoholic liquor is sold.

(3) It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any tavern or other place in the Village where alcoholic liquor is sold.

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(4) Any place in the Village where alcoholic liquor is sold there shall be displayed at all times in a prominent place a printed card which shall be displayed and which shall read substantially as follows:

"Warning to persons under the age of twenty-one, you are subject to a fine up to one thousand five hundred dollars ($1,500.00) under the Code of Ordinances of the Village of Palatine if you are under the age of twenty-one (21) and you purchase alcoholic liquor, or misrepresent your age for the purpose of purchasing or obtaining alcoholic liquor."

(5) It shall be unlawful for any holder of a retail liquor dealers license, or its employee, to suffer or permit any person, including employees, under the age of twenty-one (21) years to be or remain in any room or place where such licensed premises is located at any time such premises is open for business and while alcoholic beverages are being served or are permitted to be served; provided that this paragraph shall not apply to any person under the age of twenty-one (21) years who is accompanied by his or her parent or guardian, or to any licensed premises which derives its principal business from the sale or service of other commodities than alcoholic liquor.

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(6) It shall be unlawful for any person under the age of twenty-one (21) years to serve or sell liquor in establishments where alcoholic liquor is sold and it shall be unlawful for the holder of a retail dealer's license, his/her employee, to suffer or permit any such person to serve or sell alcoholic liquor of any kind, except as permitted pursuant to the holder liquor license classification.

(7) It shall be unlawful for any person under the age of twenty-one (21) years to carry, transport, consume, or to have in such person's possession any alcoholic liquor anywhere in the Village; provided however that nothing herein shall be construed to prevent any person under the age of twenty-one (21) from carrying, transporting or possessing sealed alcoholic liquor when the carrying, transporting or possession shall be directly related to said person's employment by a transport or trucking company engaged in the cartage, delivery, or storage of alcoholic liquor for hire.

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(8) It shall be unlawful for any person, after purchasing or otherwise obtaining alcoholic liquor, to sell, give or otherwise deliver such alcoholic liquor to any other person under the age of 21 years except in the performance of a religious ceremony or service.

(9) In addition to all other fines and penalties, the Local Liquor Control Commission may suspend or revoke the retail dealer's license for any violation of this section.

(10) It shall be unlawful for any parent or guardian to permit any minor child of which he may be parent or guardian to violate any provision of this section.

(11) Notwithstanding anything hereinabove to the contrary, the Village hereby adopts the provisions of Section 6-16.1 of the State Liquor Code (235 ILCS 5/6-16.1) which allows the Palatine Liquor Control Commission to employ or direct a "person under 21 years" of age to assist in investigations of possible sale to minors.

Sec. 3-13. Sale to intoxicated persons.

It shall be unlawful for the holder of an alcoholic liquor dealer's license to sell, deliver or give any alcoholic liquor to any intoxicated person.

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Sec. 3-14. Gambling prohibited.

There shall be no card games or gambling allowed on any premises licensed to sell alcoholic liquor unless otherwise exempted by law or through the issuance of a Class VG Liquor License from the Commission.

Sec. 3-15. Transporting of alcoholic liquor into restaurant prohibited.

It shall be unlawful for any person to bring, carry, transport or otherwise convey alcoholic liquor into a restaurant establishment or other eating establishment for purposes of consumption in such restaurant or other eating establishment, whether or not consumed with a meal, and regardless of whether such restaurant or other eating establishment has been issued a liquor license. Nothing herein shall prevent the bringing in, carrying, or transporting of alcoholic liquor into a restaurant or other eating establishment in connection with the holding of a private party, with the permission of the owner or manager of said establishment, if otherwise authorized pursuant to the provisions of this Code.

Sec. 3-16. Complaint of violation.

Any resident of the Village shall have the right to file a complaint with the Local Liquor Control Commission that any licensee has been or is violating the provisions of this chapter or the rules or regulations issued pursuant thereto. Such complaint shall be in writing and shall be signed and sworn to by the parties complaining. The complaint shall state the particular provisions, rule or regulation believed to have been violated and the facts in detail upon which belief is based. If the Local Liquor Control Commission is satisfied that the complaint substantially charges a violation, it shall set the matter for hearing and shall serve notice upon the licensee of the time and place of such hearing and of the particular charges in the complaint in the manner hereinafter provided.

Sec. 3-17. Transportation of alcoholic liquor.

No person within the Village shall transport, carry, possess or have any alcoholic beverage within the passenger area of any motor vehicle except in the original package and with the seal unbroken.

Sec. 3-18. Sale of alcoholic liquor from drive-up windows, in drive-through facilities or to persons within the passenger areas of motor vehicles; penalty.

(~~1~~a) It shall be unlawful for any person, retail licensee or employee of such licensee to sell or deliver alcoholic liquor, including, but not limited to, the sale or delivery of alcoholic beverage in the original package with the seal unbroken and alcoholic beverage in a glass or cup:

(~~2~~1) From a drive-up window or in a drive-up manner; or

~~(3) From a drive-through facility; or~~

(~~4~~2) To a person within the passenger area of a motor vehicle.

Nothing herein shall prevent the person or licensee from assisting in loading a vehicle where the sale was otherwise consummated in compliance with Village ordinances.

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Sec. 3-19. Penalty.

Except as may be imposed pursuant to Section 3-44, any person, firm, or corporation violating any provision of this chapter shall be fined not less than one hundred twenty-five dollars ($125.00) nor more than one thousand five hundred dollars ($1,500.00) for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Sec. 3-20. Sale of Kegs

A licensee who sells a keg shall keep a logbook of all kegs sold showing the purchaser's name, address, telephone number, driver's license/state identification number, date of birth, and signature. The logbook shall be available for inspections by the Village Police Department during normal business hours.

Secs. 3-21-3-25. Reserved.

ARTICLE II. LICENSES

Sec. 3-26. Required.

It shall be unlawful to sell or offer for sale at retail, in the Village any alcoholic liquor either without a valid retail liquor dealer's license, or other than as is specifically permitted in the terms of such a license.

It shall be unlawful to serve, deliver, or to permit the consumption of alcoholic liquor on any premises for which a retail liquor dealer's license is required, other than as is specifically permitted in the terms of such a license.

No licensee under this Code shall sell or distribute alcoholic beverages outside the licensed premises.

Sec. 3-27. Alcoholic beverage seller and server permit and registry required.

(a) Each Manager and Assistant Manager of any licensed premise must possess a valid Alcoholic Beverage Seller and Server Permit pursuant to the granted liquor license requirements in Section 3-35. Further, each Manager and Assistant Manager shall be listed on the annual Liquor License Application.

(1) Owners not involved in the daily operations or the serving and selling of alcohol of a licensed premise are not required to obtain an Alcoholic Beverage Seller and Server Permit, but are not exempt from a background check pursuant to Section 3-29.

(b) An Alcoholic Beverage Seller and Server Permit shall be issued by the Village to such applicant upon proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent (to be determined by the Palatine Police Department) and upon receipt from the Police Department of a background check of the applicant (to be conducted every three {3} years), and payment of all applicable fees.

(c) No permit shall be issued to:

(1) A person who has been convicted of a felony under the laws of the State of Illinois or any other state or of the United States, unless the Village Manager determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Village Manager's investigation. The burden of

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proof of sufficient rehabilitation shall be on the applicant; or

(2) Has been convicted of being the keeper of or is keeping a house of ill repute; or

(3) Has been convicted of pandering; or

(4) A person whose Alcoholic Beverage Seller and Server Permit issued under this Code has been revoked for a cause.

(d) The Chief of Police or his/her designee shall issue to the applicant an Alcoholic Beverage Seller and Server Permit. A facsimile of such permit is to be kept on the premises of the employer at all times.

(e) New Managers or Assistant Managers of an establishment licensed to sell or serve alcoholic beverages are required to secure an Alcoholic Beverage Seller and Server Permit within thirty (30) days from the beginning of their employment. Until receipt of such a permit, the new Manager or Assistant Manager shall work under the supervision of a person who has been licensed by the Village.

(f) Each permit shall be valid for three (3) years from the date of issuance. Renewal licenses shall be issued upon proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent (to be determined by the Palatine Police Department) and~~,~~ upon receipt from the Police Department of the background check of the applicant~~, and payment of all applicable fees~~.

(g) The Owner of any licensed establishment shall register with the Village any employee engaged in the sale, serving or giving away of any alcohol, spirits, wine, beer or other alcoholic beverages and/or the checking of identification for the purchase or consumption of alcoholic beverages. Said registration must occur within thirty (30) days of employee's employment. All employees subject to this section shall be required to comply with the BASSET requirements as noted in 3-27(f), which shall be recorded in the registration form. The registry shall be confirmed with the Village on an annual basis as part of the liquor license renewal process. A facsimile of registered employees' BASSET completion is to be kept on the premises of the employer at all times. Failure of the Owner to register an employee shall be grounds for a violation of the liquor license and subject to all remedies available in the Code of Ordinances. (Ord. No. O-15-23, 2/20/23)

Sec. 3-28. Applications.

No application for a liquor license may be considered by the Palatine Liquor Commission unless the number of licenses authorized under section 3-33 of this Code for the class of liquor license for which such application is made is greater than the number of such licenses then issued and outstanding, except that a person or persons holding a signed contract to purchase an already licensed establishment may make application for a license of the same class regardless of the number of licenses issued and outstanding. A copy of the contract to purchase must accompany such application.

All applications for liquor licenses shall be made to the Local Liquor Control Commission in writing, signed by the applicant, if an individual, by all the partners, if a partnership, or by a duly authorized officer thereof, if a club or corporation, verified by oath or affidavit, accompanied by a non-refundable two hundred fifty dollar ($250.00) filing fee, with the exception of an application for a Class E Temporary Liquor License which shall have a non-refundable filing fee of fifty dollars ($50.00), and shall contain the following information and statements: (Ord. O-19-19, 3/11/19; O-102-19, 12/02/19)

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(1) The name, age and residence address of the applicant, if an individual or in the case of a copartner, of each person entitled to share in the profits thereof and, in the case of a corporation for profit or a club, the date and state of incorporation, the objects for which organized, the names and addresses of the officers and directors, and the name and address of each stockholder owning in the aggregate more than five (5) per cent of the total issued and outstanding stock of such corporation;

(2) The same information in regard to the manager, if any, by whom such business will be conducted;

(3) The citizenship of each person mentioned in sub-paragraph (1) of this section, his/her place of birth and if a naturalized citizen, the time and place of his/her naturalization;

(4) The type of business then conducted by the applicant and his/her co-partners, if any, and also the length of time that said applicant or his/her co-partners, if any, has been in business of that character;

(5) The location and description of the premises or place of business which is to be operated under such license and that the licensee owns said premises or has a lease thereon for the full terms for which the license is requested.

(6) A statement whether applicant, his/her co-partners, if any, corporation or club has made application for a liquor license on premises other than described in said application, and the disposition thereof.

(7) The name and address of the landlord if the premises are leased;

(8) A statement that applicant and each of his/her co-partners, if any, have never been convicted of a felony and are not disqualified to receive a license by reason of any matter or thing contained in this Code, laws of this state, or other ordinances of this Village.

(9) Whether a previous license by any state or subdivision thereof, or by the federal government has been revoked, and the reasons therefor;

(10) A statement whether the applicant and each of his/her co-partners have ever owned and/or operated another liquor licensed establishment that has ever had any violations related to the liquor license.

(11) A statement that the applicant will not violate any of the laws of the state or of the United States, or any provision of this Code or other ordinance of the Village in the conduct of his/her business.

(12) All applicants for Class "E" licenses shall submit concurrently with the filing of their license application a layout of the premises wherein alcoholic liquor service will be provided, including a detailed sketch of screening or other physical barriers to be placed around the serving area.

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(13) Certificate of Dram Shop insurance evidencing coverage for the full term of the Palatine Liquor License in compliance with the following.

a. The certificate shall insure the applicant and the owner or lessor of the premises for not less than the amount in this section $500,000.00 per occurrence.

b. The Village of Palatine shall be named as an additional insured on the policy of comprehensive general liability insurance.

c. Such certificate shall also on its face name the Village of Palatine as a certificate holder and provide that the Village of Palatine shall be entitled to thirty (30) days advance written notice of cancellation before expiration of such policy.

d. Said coverage shall be from an insurer licensed to do business in the State of Illinois and shall be kept current at all times. Licensees shall have certificates of insurance immediately provided to the Village at the time or renewal and/or within ten (10) days of the date when at such time as a change in insurance carriers occurs. Upon request of the Village, a Licensee shall provide evidence of current coverage at times other than initial application and renewal. All required insurance shall be required to provide coverage for the Premises and Building where a liquor license is maintained, and also to any Permitted Area for any Sale of Alcoholic Liquors (including any outdoor seating area or the area where any Outdoor Special Event, Caterer Event, Nonprofit Special Event or similar event is to be conducted).

A. For purposes of this Section, the required insurance shall be defined to include:

a. Dram shop insurance with policy limits at or in excess of the statutory minimum required under Illinois law.

b. Comprehensive General Liability insurance with policy limits of not less than one million dollars per person/per occurrence.

B. In addition to the foregoing requirements, applicant and Licensees are also required to maintain workers compensation, automobile liability and any other insurance required under applicable Illinois law as a condition of being eligible to obtain or maintain a liquor license. The Village may demand proof of such coverage, in the form of a current certificate of insurance or other proof of insurance acceptable to the Village, at any time a license is in place, or at any time while processing a license application or renewal application.

C. Both the comprehensive general insurance policy and the dram shop insurance policy required hereunder shall name the Village as additional primary and non-contributory insured, without right of subrogation, and without any limiting clauses other than those which may be acceptable to the Village. Upon request, the policy and any endorsements must be tendered to the Village. (Ord. O-19-19, 3/11/19)

(14) Previous year's State of Illinois Liquor License number.

(15) Any other requested information that is listed in 235 ILCS 5/7-1, or as requested by Village Manager.

(16) A statement as to whether any federal, state, county or local official or law enforcement

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public official owns any interest in the applicant.

Upon issuance of a state liquor license, Licensee shall submit proof of said issuance to the Village of Palatine within thirty (30) days of issuance of the State Liquor License. Failure to file proof of issuance of the state license within thirty (30) days of the issuance of the Village of Palatine license shall constitute a violation of Section 3-44(b) of this Code.

Sec. 3-28(B). Incomplete or Inaccurate Applications

(1) Applications for liquor licenses which are incomplete, inaccurate or fail to contain the statements or information required by this Chapter shall be rejected by the Village. The Village shall issue a written rejection of such application, setting forth the deficiencies in said application within sixty (60) days of its receipt. Prior to such rejection, the applicant may submit the additional information or statements required to complete such application.

(2) Administrative or legal expenses incurred in reviewing incomplete or inaccurate liquor license applications, advising the applicant of such deficiencies, and rejecting such applications shall be paid by the applicant exclusive of the $250.00 application fee. A bill or invoice shall be submitted to the applicant specifying the additional administrative or legal expenses incurred in processing the applicant's incomplete or inaccurate liquor license application, which shall be paid by the applicant, together with the annual license fee prior to the issuance of such license.

Sec. 3-29. Examination of applicant for local license.

The Local Liquor Control Commission shall have the right to examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served as provided by statute, and to examine or cause to be examined the books and records of any such applicant or licensee, to hear testimony and take proofs for the information of the members of the commission in the performance of their duties, and for such purpose any member of the commission may issue subpoenas which shall be effective in any part of this state. For the purpose of obtaining any of the information desired by the Local Liquor Control Commission, under this section, it may authorize its agent to act on its behalf, as provided by statute.

Each liquor license applicant, as determined by the Village Manager, shall every three (3) years submit his or her fingerprints to the Palatine Police Department in the form and manner prescribed by the Department of State Police or Palatine Police Department. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Village may charge a fee for conducting the criminal history records check of a liquor license applicant. The Palatine Police Department shall furnish pursuant to positive identification, records of conviction to the Local Liquor Control Commissioner.

Sec. 3-30. Restrictions.

No such license shall be issued to:

(1) A person who is not a resident of the Village of Palatine;

(2) A person who is not of good character and reputation in the community in which he resides or operates a business;

(3) A person who is not a citizen of the United States;

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(4) A person who has been convicted of a felony under the laws of the State of Illinois or of any other state or of the United States;

(5) A person who has been convicted of being the keeper of or is keeping a house of ill fame;

(6) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;

(7) A person whose license issued under this Code has been revoked for a cause;

(8) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license under a first application;

(9) A copartner, if any general partner thereof, or any limited partner thereof, owning more than five (5) per cent of the aggregate limited partner interest in such copartner would not be eligible to receive a license hereunder for any reason other than residence within the Village.

(10) A corporation, if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five (5) per cent of the stock thereof, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

(11) A corporation unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;

(12) A person whose place of business is conducted by a manager unless said manager possesses the same qualifications required of the licensee;

(13) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to January 31, 1934 or shall have forfeited his/her bond to appear in court to answer charges for any such violation;

(14) A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;

(15) Any federal, state or local law enforcing public official, any Mayor of the Village, any member of a Village council, or any president or member of a county board; and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor, except that a license may be granted to such official in relation to premises that are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State Liquor Control Commission

(16) Any person, association, or corporation not eligible for a state retail liquor dealer's license.

(17) A person who does not submit proof that all coin operated amusement devices in the establishment have been licensed by the Village of Palatine and the fee paid. Failure to submit said proof as required will be grounds for denying the issuance of the license or the renewal of the same.

(18) A person who is not a beneficial owner of the business to be operated by the licensee.

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(19) A person who has been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.

(20) A person or entity to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under Illinois State Law.

(21) A person or corporation that has outstanding, past due financial obligations owed to the Village, including but not limited to fines, fees, utility charges and property taxes.

(22) Any person or entity where the owner of the proposed licensed premises or any person from whom the licensee derives the right of possession of such premises or the corporate officer of such person or owner is ineligible to hold a liquor license.

In the event there is a violation of any of the foregoing restrictions by a person, corporation or partnership holding a license or any officer, manager, director, stockholder, or partner thereof, while said license is in effect, such license may be revoked by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

Sec. 3-31. Conditions to the issuance of liquor licenses.

(a) All new licensees shall be required to comply with section 3-27 as a condition to the issuance of any new liquor license. A copy of the Alcoholic Beverage Seller and Server Permit of all applicable employees and the list of registered employees shall be kept on the premises of the establishment at all times and made available to the Village for inspection upon demand. Upon request, a licensee shall provide a list of all employees which are required to be registered and required to hold an Alcoholic Beverage Seller and Server Permit. Included on the list shall be the employee's date of hire and the expiration date of the Alcoholic Beverage Seller and Server Permit.

(b) In addition to any other requirements in this Chapter or conditions associated with the type of license obtained, the Local Liquor Control Commission may impose reasonable conditions on the issuance or renewal of a liquor license. Such conditions may be based on the past operating history of the establishment, the neighborhood or environs in which the establishment is located and may include additional limitations on the hours otherwise permitted in the license classification sought by the applicant.

(c) At all times when the premise is open, the licensee shall have no less than one manager or assistant manager on duty with an Alcoholic Beverage Seller and Server Permit.

(d) A licensed establishment shall have on file with the Liquor Commission a current site plan of the premises indicating the location of the display, selling, and serving of alcoholic beverages, including but not limited to bars, lounges, shelving, and registers. (Ord. No. 0-34-10, §1, 4/19/10; Ord. No. O-15-23, 2/20/23)

Sec. 3-32. Term; prorating fee.

Each license shall terminate on June 30 next following its issuance, excepting a temporary license provided that this section shall not affect the period of termination of any license issued before the effective date of this article. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the fiscal year prior to the issuance of the license.

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Sec. 3-33. Failure to operate; lapse of license.

In the event that the operation of any business for which a liquor license is granted hereunder shall close down, terminate or cease for a period of thirty (30) consecutive days, such license shall forthwith lapse and be of no further force, effect or validity.

The Village Manager may grant a grace period for failure to operate related to construction, remodeling, or other circumstances deemed to be beyond the control of the liquor establishment.

Sec. 3-34. Acquisition of more than five per cent of licensee's stock; report.

Each corporation holding a liquor license and each person who shall acquire in excess of five (5) per cent of the total issued and outstanding stock of the corporation shall report to the Local Liquor Control Commission in writing, not less than thirty (30) days prior to such acquisition, the name and address of the proposed stockholder together with a completed application form and disclosure statement containing the information and statements required under section 3-28 of this Code, together with the intended date of such acquisition.

In the event the proposed stock acquisition will result in a change of stock ownership of the corporation of fifty (50) per cent or more of the total issued and outstanding stock of the corporation as it existed at the time the corporation's existing license was first issued, the acquisition shall be deemed and is hereby declared to be a transfer of the license, and if completed shall cause the license to cease and terminate unless, prior to such completion, an application for a new license if filed with, and a new liquor license is issued by, the Local Liquor Control Commission.

In the event the proposed stock acquisition will result in a change of stock ownership of the corporation in an amount less than fifty (50) per cent of the total issued and outstanding stock of the corporation as it existed at the time the corporation's existing license was first issued, following receipt of such application and disclosure statement, the Local Liquor Control Commission shall have the same rights with respect to the proposed stockholder as are set forth in section 3-29 of this Code. On or before the expiration of the aforesaid thirty-day period, the Local Liquor Control Commission shall complete their review of the qualifications of the proposed stockholder and advise the proposed stockholder and the corporation in writing as to whether they have determined that any grounds exist for revocation of the corporation's liquor license in the event the proposed transfer is consummated.

Failure to report to and file the required application and disclosure statement with the Local Liquor Control Commission as above required, or any transfer of stock in violation of the determination of the Local Liquor Control Commission shall be grounds for revocation of the corporation's liquor license by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

In addition to the above requirements, each corporation holding a liquor license shall report the name and address of any person previously holding in excess of five (5) per cent of the issued and outstanding stock of the corporation who acquires additional stock in excess of five (5) per cent of the total issued and outstanding stock of the corporation. The aforesaid report(s) shall be made within five (5) days following such acquisition. Failure to report to the Local Liquor Control Commission, as above required, shall be grounds for the revocation of the corporation's liquor license by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Nothing herein shall prevent the Local Liquor Control Commission from suspending a license or imposing a fine upon a licensee for violation of any provision of this section.

Sec. 3-35. Classification; fees

Licenses shall be and are hereby divided into the following classes:

(1) **RESERVED.**

(2) *Class "A-1" License* (Sports and Recreation Facilities) shall authorize the retail sale of alcoholic liquor on the premises only to sports and recreation facilities, subject to the provision that a floor plan be submitted prior to issuance of the license, food service must be available, and that no exterior signage advertising alcohol or the tavern/bar name be permitted.

It shall be unlawful for a holder of a Class "A-1" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Friday, or during the hours of 2:00 a.m. and 6:00 a.m. on Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplemental to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains from the Village Manager a license to sell or serve alcoholic beverage

(3) *Class "B" License* (package liquor store) shall authorize the retail sale of all alcoholic beverages in its original package, not for consumption on the premises where sold. The establishment shall not have more than ten percent (10%) of its shelf space used for consumable goods ("consumable goods" does not include tobacco and soft drinks), derive more than ten percent (10%) of its gross income from consumable goods, and derive more than ten percent (10%) of wholesale purchases of consumable goods.

In addition to all other applicable requirements, a sign shall be posted on every entrance to the establishment (the size of said sign and the type size to be prescribed by the Village Manager's office) providing that no one under the age of 21 may enter the establishment unless accompanied by a parent or guardian 21 years of age or older. Said establishment shall enforce such restriction by denying admittance to any person under the age of 21 unless accompanied by a parent or guardian 21 years of age or over.

It shall be unlawful for a holder of a Class B license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages. A point of sale control procedure/policy indicating the liquor license holder's procedures and

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policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

(4) *Class "B-1" License* (grocery store with package liquor) shall authorize the retail sale of all alcoholic beverages in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of groceries, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of fifteen thousand (15,000) square feet of retail floor space, with no more than ten percent (10%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

The primary liquor display area shall be located in the designated area as indicated on the approved floor plan on file with the Liquor Commission. Any change to the primary liquor display area on the approved floor plan shall require Liquor Commission approval.

In addition to the primary liquor display area, a holder of a Class B-1 license shall be permitted up to three (3) incidental display areas for beer and wine only subject to the Village Manager's review and approval and shall be indicated on a plan on file with the Liquor Commission.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-1 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-146-10, §2, 12/6/10)

(5) *Class "B-2" License* (General Merchandise store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of household items, groceries, medicine, health or beauty aids, and clothes, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of fifty thousand (50,000) square feet of floor area, with no more than five percent (5%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

A General Merchandise store holding a B-2 license shall have a valid State of Illinois Pharmacy license, pursuant to the Pharmacy Practice Act (225 ILCS 85), at the liquor licensed location and actually employ at least one licensed pharmacist who works at the liquor licensed premises, and shall provide proof to the Village upon request.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the

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approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-2 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-159-12, §1, 12/3/12)

(6) *Class "B-3" License* (Drug store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of pharmacy items, prescription drugs, health and wellness services, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of ten thousand (10,000) square feet of floor area, with no more than five percent (5%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

A Drug Store holding a B-3 license shall have a valid State of Illinois Pharmacy license, pursuant to the Pharmacy Practice Act (225 ILCS 85), at the liquor licensed location and actually employ at least one licensed pharmacist who works at the liquor licensed premises, and shall provide proof to the Village upon request.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-3 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-34-10, §2, 4/19/10; Ord. No. 0-146-10, §3, 12/6/10)

(7) *Class "B-4" License* (Restaurant/Convenient Store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is both the sale of freshly

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

prepared on-site food, the sale of gasoline and the sale of general merchandise and other prepackaged food items. The sale of alcoholic beverages shall be secondary to the sale of the above items. The establishment must have a minimum of four thousand five hundred (4,500) square feet of floor area, with no more than ten percent (10%) of the floor area used for the display of alcoholic beverages.

The establishment shall offer their patrons full and complete meals during hours approved by the Palatine Liquor Commission as a condition of the liquor license. The establishment's full menu shall be on file with the Liquor Commission.

The establishment shall maintain a minimum of twelve (12) gasoline pump stations at all times.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-4 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 10:00 p.m. and 8:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person is registered or permitted pursuant to Sec 3-27 to sell alcoholic beverages.
(Ord. No. 0-34-10, §2, 4/19/10; Ord. No. 0-146-10, §3, 12/6/10)

(8) *Class "C" License* (Club) shall authorize the retail sale of alcoholic liquor on the premises designated therein, for consumption on the premises only, by a club as defined in this chapter.

It shall be unlawful for a holder of a Class "C" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday, except between the hours of 12:00 midnight and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(9) *Class "D" License* (Restaurant) shall authorize the retail sale, in restaurant establishments only, of alcoholic liquor for consumption on the premises where sold. Such licenses shall be

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issued and retained by those restaurant establishments which:

(a) Are in fact operated as restaurants; and

(b) Offer their patrons full and complete meals, including dinner menu. The holder of a Class "D" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant or a veterans organization. Without limiting the generality of the foregoing, limited food service such as provided by luncheonettes, diners, coffee shops, drive-ins, etc., does not satisfy the requirements for this license classification.

It shall be unlawful for a holder of a class "D" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Thursday, or during the hours of 2:00 a.m. and 6:00 a.m. Friday, Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

Servers aged 19 and 20 shall be permitted to serve alcoholic beverages at the table within the dining room, provided that said servers are registered pursuant to Section 3-27; and that the establishment has a manager and/or an assistant manager and a bartender, all of whom must be at least 21 years of age, present on the premises at all times, all of whom have registered or obtained an Alcoholic Beverage Seller and Server permit pursuant to Section 3-27.

(10) RESERVED

(11) *Class "E" License* (Temporary Special Event) shall authorize the retail sale of alcoholic liquor on the premises designated therein, for consumption on said premises only, by a civic, fraternal, other not-for-profit organization, or holder of valid Palatine liquor license, for a specific function or occasion and for a limited period of time to be set by the Local Liquor Control Commission; provided, however, that the hours shall be no later than 12:00 midnight on any night and begin no sooner than 11:00 am Sundays. As used in this paragraph (11) "premises" shall mean the entire premises designated in the Class "E" license even though such premises may extend beyond the interior of a building.

In the event the Village Manager receives an application for a Class "E" license, complete in all respects and accompanied by a detailed sketch and letter from the Police Department as

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

required under section 3-28(12) of this Code, and because of unavoidable conflicts or other reasons beyond the control of the commission, the application cannot be acted upon in timely fashion by the full Local Liquor Control Commission, a Class "E" license may be issued upon the signatures of any four (4) commissioners, with a report of said approval and copies of the application and all supporting documents being mailed or delivered promptly to each commissioner.

Temporary licenses may be issued by the Local Liquor Control Commission to holders of any licenses, for operations away from the licensed premises for special events. The events, for which such special licenses away from the licensed premises shall be granted, shall be subject individually to the approval of the Local Liquor Control Commission. Such special licenses shall be issued for a period not to exceed seven (7) days in any one year for any license holder. Each individual site for such sale away from licensed premises shall be subject to approval by the Local Liquor Control Commission.

It shall be unlawful for the holder of a Class "E" license to sell or offer for sale at retail any alcoholic liquor in the Village other than as is specifically permitted in the license.

It shall be unlawful for any person to sell or serve alcoholic liquor unless the seller or server has satisfactorily completed the Village of Palatine Liquor Ordinance Compliance Training Course.

There shall be an application fee of $50 for each Class “E” license application.

(12) *Class "F" License* (Park District) shall authorize the retail sale of alcoholic liquor at or from buildings and other facilities located on the premises designated therein, for consumption on premises and also from beverage carts operating solely on golf course premises owned by Park Districts, duly established under the Park District Code. The holder of a Class "F" license shall upon issuance and renewal of the license, submit to the Village a list showing those hours at which alcoholic liquor will be sold, offered for sale at retail, served or permitted to be consumed at each respective Park District site; provided, however, the holder of a Class "F" license may sell or serve alcoholic liquor on such premises for special events at hours other than those contained on the aforesaid list upon at least forty-eight (48) hours prior notice to the Village Manager.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(13) *Class "G" License* (Beer and Wine) shall authorize the retail sale in restaurants only, of beer and wine for consumption on the premises where sold. Such licenses shall be issued to and retained by only those establishments which:

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.

It shall be unlawful for a holder of a Class "G" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(14) *Class "G-1" License* (Seasonal Beer and Wine) shall authorize the retail sale in restaurants only, of beer and wine for consumption on the premises where sold and in conjunction with a sidewalk café license agreement between the restaurant and Village of Palatine. Such licenses shall be issued to and retained by only those establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.

(c) Have a valid Outdoor Seating License Agreement with the Village of Palatine allowing for the use of Village right of way for the purpose of food service.

It shall be unlawful for a holder of a Class "G-1" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday. The license shall be valid only during the dates allowed by the Outdoor Seating License Agreement. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, alcohol server, or to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(15) *Class "G-2" License* (Beer and Wine Single-Serve Package) shall authorize the retail sale in restaurants only, of single-serve beer, wine and seltzer. Consumption on the premises where sold shall be approved by the Village Manager and such approved site plan shall be on file with the Liquor Commission. Such licenses shall be issued to and retained by only those

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and other non-alcoholic beverage service are not primarily those of a restaurant.

It shall be unlawful for a holder of a Class "G-2" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 09:00 p.m. and 09:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, or to manage such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.
(Ord. No. O-116-21, 11/1/2021)

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(16) *Class "H" License* (Banquet Hall) shall authorize the serving and retail sale of alcoholic liquor for consumption on the premises designated therein in establishments containing banquet hall facilities and authorized for banquets as a principal use; provided that alcoholic liquor under this license may be served and sold only to invited guests. The annual fee for such license shall be provided in the fee schedule supplement to the Palatine Code of Ordinances.

"Banquet hall facility" shall mean a business conducted on premises at which the exclusive activity is the catering of private parties whereat there is service for consumption at tables of a full multiple course meal at a prearranged fixed unit price, or hors d'oeuvres, buffet or smorgasbord, and at which alcoholic liquor may be served or sold as an incident to such food services; provided that each of such private parties is prearranged under the sponsorship of a particular person or organization.

It shall be unlawful for a holder of a Class "H" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Friday, or during the hours of 2:00 a.m. and 6:00 a.m. Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender or to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(17) *Class "K" License* (Hotel) shall authorize the retail sale in hotel rooms on the licensed premises of alcoholic liquor for consumption only in the hotel rooms on said premises and for special events in hotel meeting rooms. A Class K licensee shall be required to install cabinets for the storage of liquor for the use of room guests in each room provided each such

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cabinet shall be securely locked with a separate key from the room key. Only guests 21 years or older at the time of registration shall be issued the separate cabinet key.

A Class "K" license shall authorize a hotel to serve alcoholic beverages to registered guests between the hours of five o'clock (5:00) p.m. and ten o'clock (10:00) p.m. Hors d'oeuvres or other food shall be continuously available during the hours when alcoholic beverages are served. Service of the alcoholic beverages and food shall take place in a room (reception lounge) or area separated from the lobby of the hotel.

It shall be unlawful for any person to be employed as a bartender or to manage such reception lounge unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages. (Ord. #0-21-09, §1, 3/2/09)

The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

(18) *Class "M" License* (Institutional Conference Center) shall authorize the serving and sale of alcoholic liquor for consumption on the premises designated therein in an Institutional Conference Center establishment; provided that alcoholic liquor under this license may be served and sold only to invited guests that are utilizing the services and facilities of the Institutional Conference Center for educational, cultural, philanthropic, governmental, business and/or training activities and said alcoholic liquor is incidental to such activities. Service and sale of alcoholic beverages shall be restricted to only those events in an Institutional Conference Center.

"Institutional Conference Center" shall mean an event on premises at William Rainey Harper College at which the exclusive activities are those events associated with educational, cultural, philanthropic, governmental business or training activities, and said alcoholic liquor is incidental to such activities. The sale or serving of alcohol at weddings, receptions or other events not involving the educational, cultural, philanthropic, governmental programming or training activities is prohibited.

It shall be unlawful for a holder of a Class "M" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be $10.00.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(19) *Class "N" License* (Microbrewery) shall authorize establishments dispensing alcoholic liquors for consumption on the premises and engaged in the actual brewing and production of beer on the premises and for the dispensing of beer that has been brewed and produced on site for consumption off the premises and in packaged form only. Holders of a Class N license shall offer their patrons full and complete meals, including dinner menu. The holder of a Class "N" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. This license shall be issued only to establishments with a microbrewery, having meal service, and a restaurant capacity of not less than 100 seats. (Ord. No. 0-64-13, §1, 6/3/13)

It shall be unlawful for a holder of a Class "N" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Thursday, or during the hours of 2:00 a.m. and 6:00 a.m. Friday, Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such -license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

(20) *Class "O" License* (Temporary Commercial Special Events, Daily Fee) Authorizes the retail sale of wine and/or beer only, on the premises specified, for consumption on said premises at a business event, grand opening or similar function. Such temporary licenses are to be granted to local businesses promoting a common object rather than the sale of wine and/or beer. Such licenses may also contain further restrictions or conditions which are deemed necessary to ensure that the events are properly supervised and otherwise conducted such that the health, safety and welfare of the general public will be protected. These restrictions or conditions may include, but are not limited to, the event's hours of operation or specific operational conditions.

Such licenses shall be authorized on a day to day basis, but for not more than three (3) consecutive days. Such licenses shall permit not more than twenty (20) days of events per calendar year. Such licenses shall only be authorized to a single user premises.

In conjunction with the license application a list of event(s) shall be submitted to the Village. Any proposed changes to the approved event(s) following the issuance of a license shall be submitted in writing to the Village Manager at least seven (7) days prior to the proposed event. The Village Manager shall be authorized to either approve or deny any proposed changes to the event(s) following the issuance of the license.

It shall be unlawful for any person to be employed as a bartender or to manage such event unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.

The fee for such licenses shall be two hundred and fifty dollars ($250) for five (5) event days or less, or five hundred dollars ($500) for six (6) event days or more.
(Ord. #0-28-09, §1, 3/9/09)

(21) *Class "P" License* (Caterer) shall authorize an establishment to provide catering services. A "Caterer" means a person or business that provides food and/or alcoholic beverage service to private events within the Village of Palatine. Holders of a Class "P" license may sell, dispense, and serve alcohol beverages as part of a private event within the Village of Palatine. Such licenses shall be issued and retain by those establishments which:

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(a) The primary business is located in the Village's corporate limits.
(b) Hold a valid Food Dealer Permit issued by the Village.
(c) Demonstrate the ability to store, handle, prepare, transport and serve food in a safe and sanitary manner, in accordance with the standards promulgated pursuant to Village Code of Ordinances. The Department of Community Services shall inspect an applicant's license premises for compliance with this Code and shall report its findings to the Local Liquor Control Commission.

1. "Outside Caterer" which means a caterer whose primary business is located outside of the Village's corporate limits, may register with the Village by supplying the following information to the Village Manager for approval:

   a. Location, date, and time of the Catering Event; and
   b. Proof of a valid license for the preparation of food for service of the licensed premises, issued by the appropriate licensing authority of the jurisdiction of where the applicant's catering business is located; and
   c. Proof of its ability to store, handle, prepare, transport and serve food in a safe and sanitary manner in accordance with the standards no less stringent than those imposed by the Village Code of Ordinance; and
   d. Proof of a valid license for the sale of alcoholic liquor issued by the appropriate licensing authority; and
   e. Proof of dram shop insurance in an amount equal to that required by the license under this Chapter; and
      Proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent for any person employed by an Outside Caterer as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker for the Catering Event.
   f. Any additional information as required by the Village Manager.

A registered outside caterer may engage in the sale and service of alcoholic liquor on the same terms and conditions as the holder of the caterer's liquor license under this Code. The registration period for each Outside Caterer shall be on a per event basis, with no event exceeding five (5) consecutive days.

Any person desiring an Outside Caterer registration shall file an application therefor with, no less than fourteen (14) days before the intended date of the event, to the Village Manager or his/her designee, upon a form provided by him/her. The Village Manager may include additional restrictions or conditions to the approved registration.

The annual fee for Class "P" license and registration fee for Outside Caterer shall be as provided in the fees schedule supplement of the Palatine Code of Ordinances.

Every person engaged in the sale of alcoholic liquor as a caterer shall keep a record of each event catered by that person. The record shall indicate the place and time of the event and include the name of the person hiring the caterer; the compensation paid to the caterer; the types of alcoholic liquor and the quantity of each type sold at the event. All such records shall be kept at the caterer's place of business and available for inspection by any authorized representative of the Village for at least three (3) years after the event.

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

A caterer shall sell alcoholic liquor only to the client or sponsor of a catered event, and only by the full, unopened container.

Either the caterer, or an employee of the caterer, shall be present at all times during a catered event where alcoholic liquor is dispensed. The caterer or caterer's employee shall have on his/her person a copy of the caterer's liquor license or Outside Caterer's registration.

It shall be unlawful for any person to be employed by a holder of a Class "P" License as a bartender, server, bouncer, identification checker, manager, unless such person is registered or permitted pursuant to Sec 3-27 to sell or serve alcoholic beverages.
(Ord. No. 0-45-10, §1, 5/3/10)

(22) *Class "LC" License* (Late Closing License) Effective July 1, 2022 there shall be no further "LC" License (Late Closing License) issued by the Village of Palatine. However, holders of a "LC" License as of June 30, 2022 shall be subject to the following classifications and regulations:

(a) Class "LC 1" License (Late Closing License). For holders of an unconditional Class "LC" License issued prior to January 05, 2005, if the license holder is located within the area bounded by Colfax Street on the north, Palatine Road on the south, the Gateway Center Parking Deck on the west and Plum Grove Road on the east, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of ~~2:00 a.m. and 6:00 a.m. on Monday through Friday and between the hours of 3:00 a.m. and 6:00 a.m. on Saturday and Sunday. Said hours shall be in effect through from July 1, 2022 through September 4, 2022. Commencing September 5, 2022 and thereafter, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of~~ 2:00 a.m. and 6:00 a.m.

Any Class "LC" License issued prior to January 05, 2005, may not be transferred to any new operator. Further, any "LC 1" License shall not be transferred to any new operator.

The holder of a Class "LC 1" License may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

Except for renewal of existing licenses issued prior to July 1, 2022, there shall be no further new Class "LC 1" licenses issued.

(b) Class "LC 2" License (Late Closing License). For holders of an unconditional Class "LC" License issued prior to January 05, 2005, if the license holder is located north of Dundee Road and east of Rand Road, it shall be unlawful to sell or offer for sale

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

at retail any alcoholic liquor in the Village or deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 3:00 a.m. and 6:00 a.m.

Any Class "LC" license issued prior to January 05, 2005, may not be transferred to any new operator. Further, any "LC 2" License shall not be transferred to any new operator.

The holder of a Class "LC 2" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

Except for renewal of existing licenses issued prior to July 1, 2022, there shall be no further new Class "LC 2" licenses issued.

The annual fee for such licenses shall be provided in the fee schedule supplement to the Palatine Code of Ordinances.

(23) *Class "PS" License* (Product sampling) shall authorize product sampling. Only those establishments holding a Class B and Class B-1 liquor license may apply for the Class PS license. (Ord. 0-148-06, §1, 8/21/06)

Holders of a Class "PS" License may conduct product sampling for consumption at the licensed retail location only. Up to 10 samples, consisting of no more than (i) 1/4 ounce of distilled spirits, (ii) one ounce of wine, or (iii) 2 ounces of beer may be served to a consumer in one day.

Holders of a Class "PS" license may conduct product sampling for consumption outside the licensed retail premises for offsite events in accordance with the following conditions:

a. Approval to conduct product sampling outside the licensed retail premises must be granted by the Village Manager in writing with whatever conditions the Village Manager deems appropriate. In addition, the granting of this license shall not give the establishment the right to conduct samples or sales of products it would not otherwise be entitled to provide under the establishment's B or B-1 license. Request for approval must be submitted in writing to the Village Manager not less than fourteen (14) days prior to the event.

b. All sampling must be held within the corporate limits of the Village of Palatine.

c. All servers at the events must be registered or permitted pursuant to Sec 3-27.

Any violation of the Class "PS" license or any conditions related thereto shall also be considered a violation of the B or B-1 liquor license held by the licensed establishment and shall be grounds for the revocation, suspension, or other action pursuant to the Village Code of Ordinances, related to all Village licenses held by the establishment.

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(Ord. No. 0-122-08, §1, 9/2/08)

(24) *Class "PS-1" License* (Full Serving Product Sampling) shall authorize the sale and full serving size service of products available for retail purchase in the establishment. Only those establishments holding a Class B liquor license and with a square footage in excess of 5,000 sq. ft. may apply for the Class PS-1 license.

Holders of a Class "PS-1" license shall have a designated and approved area to conduct product sampling of products available for retail purchase at the licensed retail location and limited special offering products from distributors which may or may not be available for retail purchase.

Holders of a Class "PS-1" license shall have a limited food menu, approved by the Village Manager, available at all times product serving is available. Such menu may consist of pre-packaged foods.

It shall be unlawful for a holder of a Class "PS-1" license to sell or offer for sale any alcoholic liquor, or to deliver or permit the consumption of alcoholic liquor on the license premises, between the hours of 9:00 p.m. and 11:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

Any violation of the Class "PS-1" license or any conditions related thereto shall also be considered a violation of the B liquor license held by the licensed establishment and shall be grounds for the revocation, suspension, or other action pursuant to the Village Code of Ordinances, related to all Village licenses held by the establishment.

~~Any holder of a Class A-1, Class C, Class D, Class G, Class H, and Class N permit shall be entitled to weekend hours on the day before Thanksgiving, and St. Patrick's Day of every year when such days fall on a Monday through Thursday, upon request, provided that two weeks' notice be given to the Village Manager.~~
~~(Ord. O-21-21, 3-1-21; Ord. No. O-15-23, 02/20/23)~~

(25) *Class "VG" License* (Video gaming) shall authorize video gaming on premise. Only those establishments holding a Class D or Class N liquor license may apply for the Class "VG" license.

Eligible applications must demonstrate that, at the time of application, a minimum of 50% of all sales for the previous twelve (12) months shall have come from the sale of alcoholic beverages. If the sale of alcoholic beverages is less than 50% of total sales, the establishment is not eligible to apply for, nor be considered, for a class "VG" license. The 50% requirement shall be demonstrated to the Village Manager to their standard and satisfaction.

The number of Class "VG" licenses shall be limited to no more than eleven (11) licenses and issued only to those license holders in existence on July 1, 2023 with licenses expiring on June 30, 2024.
(Ord. O-93-23, 8-14-23)

Holders of a Class "VG" license may conduct video gaming as an ancillary use on premise in accordance with the following conditions:

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

a. The establishment must have a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq, and shall comply with all provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.

b. The operation of video gaming terminals shall only be permitted during the hour's alcoholic liquor sales are permitted pursuant to the underlying Class D or Class N liquor license.

c. Video gaming shall be located in a separated area that is restricted to persons 21 years of age or older. Applicants shall submit a floor plan for approval by the Village that clearly indicates the proposed location of all video gaming terminals. Said video gaming area shall be separated by a permanent opaque barrier with a minimum height of four (4) feet. The floor plan shall include specific information as to the type of barrier to be utilized to separate the area, provided however, that such barrier shall not obstruct the view of the entrance to the video gaming area which shall be visible to an employee at all times. The entirety of the separated area shall be visible at all times to an employee through live video surveillance. Additionally, a plan shall be approved as part of the application process that demonstrates frequent physical monitoring of the video gaming terminals by an employee in addition to the video surveillance. Notwithstanding the foregoing and to the extent possible, lighting and sounds from the gaming machines shall be contained within the separated area with minimal intrusion to the remainder of the licensed establishment and the video gaming terminals shall not be visible from outside the establishment.

d. The separated area must provide for accessibility in accordance with all applicable codes including the Americans with Disabilities Act. A floor plan shall be approved by the Liquor Commission as part of the issuance of the Class "VG" License.

e. The total number of video gaming terminals located in the establishment shall not exceed six (6).

f. No video gaming signage or advertising of any type or size, including, but not limited to, posters, paper signage, fliers, neon signage, banners, video or audio feed, or any other form of advertisement, shall be allowed on the exterior of the licensed establishment or on the inside of such establishment if such signage is visible from the outside in any way, including but not limited to, visibility from any street, alley, or public right-of-way within the Village.

g. Video Gaming is prohibited in any establishment located within 100 feet of any school or place of worship as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq.

h. The establishment must be in good standing with the Village for no less than one (1) year prior to its application for a License which allows Video Gaming. The one (1) year requirement is satisfied if an otherwise eligible establishment is acquired by a new owner that operates qualified video gaming in other locations in the State of Illinois. To be in "in good standing" the licensee shall:

   (i) Owe no sums of money to the Village at the time of its application nor have been late in payments to the Village of any sum owed the Village in the previous

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

twelve (12) months prior to date of application;

(ii) Have held a Village of Palatine liquor license;

(iii) Been in continuous bona fide operation under that license for no less than twelve (12) months at the time of its application for the License;

(iv) Have had no legal violations causing a suspension of its liquor or business license in the twelve (12) months prior to its application for the License; and

(v) Be in compliance with all dram shop and video gaming laws, rules and regulations of the Village of Palatine and the State of Illinois.

The Commission shall have the authority to waive the requirements in subsection (h) (ii) and (iii) upon a petition by the applicant that demonstrates that the one (1) year requirement is not necessary.

Additionally, holders of a Class "VG" license shall be equipped with video surveillance equipment capable of recording clear continuous video of the separated video gaming area and the outside of the establishment. Video Surveillance shall meet the following standards:

1) The video surveillance cameras shall be digital in nature (digital video recorder) and shall be of sufficient number, type, placement and location to view and record all activity in front of and on all sides of each entry and exit way used by patrons of the licensee for a distance of 25 feet from the point of entry or exit of the licensed establishment. Further video surveillance cameras shall be installed to record all activity in the portion of the licensed premise approved for video gaming. Full video coverage of this area shall be provided; and

2) The video surveillance cameras shall be sufficiently light sensitive and provide sufficient image resolution (supported by additional lighting if necessary) to produce easily discernible images recorded at all times; and

3) The video surveillance cameras shall record at a minimum speed of fifteen frames per second; and

4) The video surveillance camera image shall be capable of being viewed through use of appropriate technology, including but not limited to a computer screen or closed circuit television monitor; and

5) The video surveillance camera system shall be capable of transferring the recorded images to portable format of media, including but not limited to compact disc, digital video disc or USB thumb drive; and

6) The video surveillance cameras shall be maintained in good working condition; and

7) The video surveillance cameras shall be in operation and recording continuously, twenty-four (24) hours per day; and

8) The recordings made by video surveillance cameras installed and maintained pursuant to this ordinance shall be indexed by dates and times and preserved for a

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

minimum of thirty (30) days so that they may be made available to the liquor commissioner, the ~~p~~Police D~~d~~epartment and other governmental agencies in furtherance of a criminal investigation or a civil or administrative enforcement investigation, prosecution or hearing. The Licensee shall allow the inspection of the video surveillance equipment and/or all video surveillance content by the Palatine Police Department at any time during regular business hours upon oral or written request and without warrant, subpoena or other legal process. Once Licensee receives a request for inspection or copies of video surveillance, no preserved material shall be deleted without written direction from the Palatine Police Department. Any knowing or intentional violation of this paragraph shall constitute sufficient grounds for the revocation of the establishments liquor license; and

9) The licensee shall post signage, in a conspicuous manner and at appropriate locations, notifying the public that video surveillance cameras are in operation

The annual fee for such License shall be provided in the fee schedule supplement to the Palatine Code of Ordinances. Additionally, any establishment operating pursuant to a Class VG License which allows for and authorizes video gaming must pay an annual fee to the Village in the amount of one thousand dollars ($1,000) per video gaming terminal authorized in the establishment.

~~The Class VG License shall terminate with no further action required of the Village Council at 11:59 p.m. on June 30, 2024.~~

Any holder of a Class A-1, Class C, Class D, Class G, Class H, and Class N permit shall be entitled to weekend hours on the day before Thanksgiving, St. Patrick's Day, and New Year's Eve of every year when such days fall on a Sunday through Wednesday, upon request, provided that two weeks' notice be given to the Village Manager.

(Ord. O-21-21, 3-1-21; Ord. No. O-34-22, 04/11/22, Ord. No. O-15-23; 02/20/23)

Sec. 3-36. Disposition of fees.

All license fees shall be non-refundable and paid, annually in advance of July 1 in each year on or before the specific date set forth by the Village Manager in the license renewal information. Failure to pay by the specific date set forth shall result in a late payment fee of $~~75~~125. The license holder may elect to pay in equal semi-annual installments on or before the renewal date set forth above and January 1 in each year. This method of payment is subject to a $~~100~~150.00 administration fee on the second installment. Failure to tender good funds for full payment for the proportionate amount due by January 1 shall constitute grounds for suspension or revocation of the license under Section 3-44. (Ord. O-19-19, 3/11/19)

A service charge in the amount of $100.00 shall be assessed for all checks for license fees that are returned for insufficient funds. Failure to tender good funds for full payment of the license fee within twenty-four (24) hours of notice from the Village of the returned check shall constitute grounds for suspension or revocation of the license under Section 3-44.

If a new license is issued during a term of the license period, the fee shall be only the proportionate amount due based on the remaining number of months during the term of the license.

Sec. 3-37. Number.

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

There shall be in force in the Village of Palatine, no more of each classification of Liquor License as designated by Village ordinance from time to time, a complete listing of which shall be maintained at all times by the Village Manager's office and the Village Clerk's office, and no license shall be issued in excess of these limitations. Nothing in the Code or the ordinance adopting this Code shall affect any such ordinance and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Sec. 3-38. List required.

The Village Manager shall keep or cause to be kept a complete record of all such licenses issued, and shall furnish the Cclerk and Chief of Police each with a copy thereof; upon the issuance of any new license, or the revocation of any old license, the Village Manager shall post notice of such action.

Sec. 3-39. Transfer.

(a) A license shall be purely a personal privilege, good for not to exceed one year after issuance, unless sooner revoked or terminated as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee, provided that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but not longer than six months after the death, bankruptcy or insolvency of such licensee.

(b) Any licensee may renew his/her license at the expiration thereof, provided he is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purpose; and provided further that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the Mayor and Village Council from decreasing the number of licenses to be issued within its jurisdiction. No retailer's license shall be renewed if the Department of Revenue has reported to the Illinois Liquor Control Commission that such retailer is delinquent in filing any required tax returns or paying any amounts owed to the State of Illinois until the applicant is issued a certificate by the Department of Revenue stating that all delinquent returns or amounts owed have been paid by guaranteed remittance or the payment agreement to pay all amounts owed has been accepted by the Department. No retailer's license issued by the Local Liquor Control Commissioner shall be renewed unless the applicant provides documentation that any tax owed to by the applicant has been satisfied by payment in the form of a cashier's check, certified check, money order, or cash.

Sec. 3-40. Live entertainment on the premises.

Issuance of a retail liquor dealer's license under the terms of this article shall not carry with it the right or privilege for any form of live entertainment as defined in this Chapter to be conducted or performed on the premises described in the application and license. Authorization for any such live entertainment shall be obtained separately pursuant to the provisions of the zoning ordinance of the Village of Palatine, by securing any necessary zoning relief as well as a live entertainment license pursuant to section 11-63 and upon payment of the annual fee as provided in Section 11-63 of Article II, Division 2 of Chapter 11. For those

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establishments that have a liquor license, only those portions of the premises in which the consumption of alcohol is permitted may seek approval for live entertainment. (Ord. 0-1-10, §2, 1/11/10)

Sec. 3-41. Change of location.

A retail liquor dealer's license shall permit the sale of alcoholic liquor only in the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the Liquor Commission. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the law of this state, provisions of this Code and other ordinances of the Village.

Sec. 3-42. Renewal of license.

(a) In all establishments seeking renewal of their existing liquor license(s), all renewal licenses shall be required to comply with all applicable sections of this Chapter including but not limited to Secs. 3-27, 3-28 and 3-30. A copy of the Alcoholic Beverage Seller and Server Permit for all applicable employees shall be kept on the premises of the establishment at all times and made available to the Village for inspection upon demand.

(b) In addition to any other requirements in this ordinance or conditions associated with the type of license obtained, the liquor control commission may impose reasonable conditions on the issuance of a renewal liquor license. Such conditions may be based on the past operating history of the establishment, the neighborhood or environs in which the establishment is located and may include additional limitations on the hours otherwise permitted in the license classification sought by the applicant.

Sec. 3-43. Prohibited licenses.

(a) No license shall be issued to any person for the sale at retail of any alcoholic liquor at any store or other place of business where the majority of customers are minors of school age.

~~(b)~~ No license shall be issued to any establishment which also delivers gasoline for automotive vehicles on the same premises, unless such establishment has been issued a B-4 liquor license.

~~(b)~~

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Sec. 3-44. Revocation or suspension of license.

No person holding a license issued by the Local Liquor Control Commission shall, in the conduct of the licensed premises or upon the licensed premises:

1. Violate or suffer or permit a violation of any Federal or State statutes regulating the sale of alcoholic liquors or any other Federal or State statute.
2. Violate or suffer or permit a violation of any Village, county, or other local ordinance or resolution regulating the sale of alcoholic liquors or any other such ordinance or resolution.
3. Violate or suffer or permit a violation of the conditions of the license or of any other ordinance of the Village.
4. Commit any fraud or misrepresentation or make a false statement in the application for the license

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

5. Be convicted of any felony or of a misdemeanor involving moral turpitude.
6. Fail to pay any fee, tax, fine or penalty owing to the Village
7. Refuse to permit an inspection of or interfere with a duly-authorized Village officer or employee while in the performance of his/her duties in making such inspections as provided in the Village of Palatine Code of Ordinances
8. Cause nuisance or danger to public health, safety or welfare
9. Suffer or permit disorderly conduct on the premises or in the parking lot, serving the premises or for such other acts that occur on adjoining land or in any other area within the control of the licensee attributable to patrons or employees of the license holder.
10. Commit fraudulent or unfair business practices
11. Cessation of business for more than thirty (30) consecutive days.
12. Failure to hold a valid Palatine Business License
13. Failure to hold a valid State of Illinois Liquor License
14. Failure to carry valid Dram Shop insurance

A license may be revoked or suspended if the licensee violates any of the above provisions of this chapter, or any applicable rules or regulations established by the local liquor control commission or the Illinois Liquor Control Commission which are not inconsistent with law. However, no such license shall be so revoked or suspended except after a public hearing in the manner hereinafter provided.

License revocation and suspension hearings provided for hereunder shall be conducted by a local liquor control hearing committee consisting of three (3) members appointed by the Local Liquor Control Commission, but who need not be members of the Local Liquor Control Commission. The local liquor control hearing committee shall elect a chairman to preside at all its meetings and hearings. Any two (2) members of the local liquor control hearing committee shall constitute a quorum. When a quorum is present, any decision, recommendation, fine, penalty, revocation, suspension or other action by the local liquor control hearing committee shall require a majority vote of those present. In cases of hearings on violation charges, a majority vote of those present shall be required for a finding of guilty.

All hearings shall be held after not less than a five-day written notice to the licensee, served either personally or by registered or certified mail, affording the licensee an opportunity to appear and defend. A count reporter shall be present at all hearings and shall record all proceedings. The expenses of such court reporter shall be paid for by the Village, except that the cost of any copies of the record as transcribed by the court reporter which are desired by a party to the proceedings shall be paid for by that party.

Upon the conclusion of any hearing, the local liquor control hearing committee shall issue written findings and an order with respect to the evidence presented at the hearing, signed by all members on the prevailing side of the decision and participating in the hearing. A copy of said findings and order shall be delivered as promptly as possible to the Village Manager for transmission to all members of the Local Liquor Control Commission, and also shall be sent by registered or certified mail or served personally upon the licensee within five (5) days of the termination of the hearing. If the local liquor control hearing committee determines that the licensee is guilty of any violation charged, the order shall state the penalty to be imposed upon the licensee. The local liquor control hearing committee may revoke the license of any licensee found guilty of any charges brought before it.

If the license is not revoked, the local liquor control hearing committee may impose any one or any combination of the following penalties:

(a) Suspension of the liquor license for a period not to exceed thirty (30) days.

(b) Require that the licensee and any or all of its employees as designated by the committee

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(including the authority to designate job types) obtain certification from a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements pursuant to the Administrative Rules of the Illinois Department of Public Health, Division of Alcoholism and Substance Abuse, Title 77, Chapter XVI, Part 3500 or its equivalent (to be determined by the Palatine Police Department) and obtain an Alcoholic Beverage Seller and Server Permit from the Village as a condition to the continued operation of the establishment.

(c) Require the submission of written procedures, reasonably satisfactory to the local liquor control hearing committee established by the licensee for the training of his/her employees in proper age identification evaluation.

(d) Require that appropriate signs be posted with respect to age requirements on the premises. This may be in addition to any signs that may be required under section 3-12 of this chapter.

(e) The payment of a fine not to exceed five thousand dollars ($5,000.00) per violation for a first violation within a 12 month period, ten thousand dollars ($10,000.00) for a second violation, and fifteen thousand dollars ($15,000.00) for a third or subsequent violation within a 12 month period.

Any appeal from a decision of the local liquor control hearing committee shall be made in accordance with the Illinois Liquor Control Act shall be based on the record made at the hearing before the Local Liquor Control Hearing Committee.

Twenty-four (24) hours before the commencement of any suspension or revocation, the Police Department shall have the right to post on all entrances to the licensed establishment a notice that the premises is prohibited from selling or delivering alcoholic beverages by order of the Village of Palatine Local Liquor Control Hearing Committee.

(f) In the event that the licensed establishment and/or employee of the licensed establishment is charged with selling to a person under the age of 21, the Village Manager shall have the authority to issue a letter to the licensed establishment offering to settle the matter for payment of a $500.00 fine in lieu of an appearance before the Liquor Control Hearing Committee. In the event the licensed establishment does not agree to pay the fine or request a hearing, said hearing shall proceed in accordance with the procedure set forth in this Section. This provision shall only apply to a licensed establishment charged for the first time with unlawful sale to a person under the age of 21.

(g) In the event that the licensed establishment and/or employee of the licensed establishment is charged with selling or serving without being registered or permitted pursuant to Sec 3-27, the Village Manager shall have the authority to issue a letter to the licensed establishment offering to settle the matter for payment of a $500.00 fine in lieu of an appearance before the Liquor Control Hearing Committee. In the event the licensed establishment does not agree to pay the fine or request a hearing, said hearing shall proceed in accordance with the procedure set forth in this Section. This provision shall only apply to a licensed establishment charged for the first time with operating without an Alcoholic Beverage Seller and Server Permit pursuant to Sec 3-27.

(h) In the event that the Mayor or a majority of the Liquor Control Commission has reason to believe that the continued operation of a particular licensed premises will immediately threaten the welfare of the community, the Mayor shall have the power to issue a written order requiring the licensed premises closed for not more than seven (7) days, giving the Licensee an opportunity to be heard during that period by the Local Liquor Control Hearing Committee.

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

(i) Any additional section or conditions deemed appropriate by the Local Liquor Control Hearing Committee.

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The notice shall be in letters not less than one-half inch high and shall, in the case of a suspension, give the times of the suspension and in the case of a revocation state the exact time which the revocation goes into effect.

The removal of such notice before the suspension ends by any person is prohibited and shall subject the person to a fine of not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000.00).

Sec. 3-45. Commission rules.

The Local Liquor Control Commission may promulgate such rules of procedure from time to time to govern hearings and other proceedings as it deems appropriate.

Sec. 3-46. Owner of Premises Permitting Violation – Penalty.

If the owner of the licensed premises or any person from whom the licensee derives the right to possession of such premises, shall knowingly permit the licensee to use said licensed premises in violation of the terms of this Ordinance, said owner, or other person shall be deemed guilty of a violation of this Ordinance to the same extent as said licensee and be subject to the same punishment and restrictions on issuance of any new licenses to the same extent as said licensee.

Sec. 3-47. Acts of Employee – Liability of Licensee – Knowledge.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this Ordinance, by any officer, director, manager or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by him/her personally.

Sec. 3-48. Granting Licenses after Revocation; Waiting Period; Discretion.

When any license shall have been revoked for any cause, no license shall be granted to any person for the period of one year thereafter for the conduct of the business of manufacturing, distributing, or selling alcoholic liquor in the premises described in the revoked license unless the revocation order has been vacated, unless relief is given by the Local Liquor Control Commission.

(Ord. No. O-48-23; 04/17/23)

Attachment: Exhibit B (2024-25 : Amendments to Chpt 3 Code of Ordinances)

Consider a Motion Approving a Water Service Agreement with All-In Hospitality Group (Ancho Agave) at 20506 N. Rand 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 in 2000 to include the area bounded by Rand, Lake Cook, and Quentin Roads. The Amended and Restated Intergovernmental Agreement relative to water supply for these certain properties was approved in 2022. A condition of providing water is that the end user must execute a Water Service Agreement with the Village of Palatine.

KEY ISSUES:
- All-In Hospitality Group (Ancho Agave) is the contract purchaser of the property at 20506 N. Rand Road and plans to develop the property as a restaurant use.
- The Village of Deer Park has allocated 6,500 gallons per day to All-In Hospitality at this location. This is the same amount previously allocated to Max & Erma's who previously occupied the location.

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 All-In Hospitality Group (Ancho Agave).

ACTION REQUIRED:
A motion authorizing the Mayor to execute the assignment, subject to review by the Village Attorney.

ATTACHMENTS:

- Ancho Agave

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

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 ALL-IN HOSPITALITY GROUP, 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 _____ day of _____, 2024 by and among the **Village of Palatine, an Illinois municipal corporation** in Cook County, State of Illinois and **All-In Hospitality Group, 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, 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, Palatine and Deer Park entered into an Amended and Restated Intergovernmental Agreement relative to water supply for certain property within Deer Park, dated August 8, 2022; ("Intergovernmental Agreement")

WHEREAS, Customer is the owner of certain property lying within the Deer Park Triangle, which property is legally described on **Exhibit 1** ("Customer's Property"); and

WHEREAS, pursuant to the Intergovernmental Agreement, 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

WHEREAS, Customer, as owner, is responsible for the usage and payment of the water bill for Customer's Property.

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

NOW, THEREFORE, in consideration of the mutual agreements contained in this Water Service Agreement, Palatine and Customer agree as follows:

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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 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) **Excess Use**. Palatine's supply of water vests no rights in Customer to an increased Allocation. Except during an emergency, Customer agrees that its maximum daily use shall not exceed its designated Water Allocation. Customer acknowledges herein that Palatine may, at its option, provide water to the Deer Park Triangle or Customer's Property in excess of the total allocation, but shall be under no obligation to do so and shall not vest right in Customer to such increased amounts of water.

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

(e) **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":

20506 N. Rand Road - 1 meter

If Customer intends to request future connections and Meter Service Areas for 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 the Intergovernmental Agreement, ". . . that only one tap-on connection and meter shall be permitted for each building . . .".

(f) **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 Eight Thousand Six Hundred Seventy-Five Dollars and Fifty-Five Cents ($8,675.55). 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.

(g) **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.

(h) **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

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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).

(i) **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 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.

(j) **Easements and Rights of Entry**. Pursuant to 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.

(k) **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 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

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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 of Palatine of any right, privilege or defense available to Palatine under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/-101 et seq., as amended.

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: All-IN HOSPITALITY GROUP, LLC
TODD HOVENDEN
1705 CLEARWATER AVE
BLOOMINGTON, IL 61704

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,

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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 TODD HOWDEN as said responsible individual until such time as notice is given to Palatine as provided in Section 5 hereof.

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.

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

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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 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,

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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 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: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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]

ALL-IN HOSPITALITY GROUP, LLC

By:_____
Its: CFO

By: TODD HOVENDEN
03.05.24

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

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 **Water Service Agreement Between The Village of Palatine and ALL-IN HOSPITALITY GROUP, 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 _____, 2024.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, Jamie A Behrens, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Todd Hoveden _____, CEO _____ of the **ALL-IN HOSPITALITY GROUP, 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 ALL-IN HOSPITALITY GROUP, 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 5 day of March, 2024.

Jamie A Behrens
Notary Public

JAMIE A BEHRENS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 22, 2026

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

LIST OF EXHIBITS

EXHIBIT	EXHIBIT NO.
Legal Description of Customer's Property	1
Water Allocation for Customer's Property	2
Receipt for Water Service Tap-On Charges	3
Site Plan of Customer's Property	4

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

EXHIBIT 1
TO
WATER SERVICE AGREEMENT
VILLAGE OF PALATINE – ALL-IN HOSPITALITY GROUP, LLC

LEGAL DESCRIPTION OF CUSTOMER'S PROPERTY

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

EXHIBIT 2
TO
WATER SERVICE AGREEMENT
VILLAGE OF PALATINE – ALL-IN HOSPITALITY GROUP, LLC

WATER ALLOCATION FOR CUSTOMER'S PROPERTY

To Be Attached Manually

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

EXHIBIT 3
TO
WATER SERVICE AGREEMENT
VILLAGE OF PALATINE – ALL-IN HOSPITALITY GROUP, LLC

RECEIPT FOR WATER SERVICE TAP-ON CHARGES

To Be Attached Manually

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

EXHIBIT 4
TO
WATER SERVICE AGREEMENT
VILLAGE OF PALATINE – ALL-IN HOSPITALITY GROUP, LLC

SITE PLAN OF CUSTOMER'S PROPERTY

To Be Attached Manually

Attachment: Ancho Agave (Deer Park Water Service Agreement for All-In Hospitality Group)

Consider a Request for Temporary Street Closures for the Twin Lakes New 'Aquathon' on June 23, 2024

BACKGROUND

The Salt Creek Park District would like to host a new event, Twin Lakes Aquathon, at Twin Lakes, 1200 E. Twin Lakes Drive. The race will consist of a 700 meter swim and a 3.1 mile run. They are requesting closure of streets throughout a portion of the Village for the run on Sunday, June 23, 2024. The route is outlined on the attached map. Because part of the race takes place on IDOT roadway (Palatine Frontage Road), there is a separate Resolution required by IDOT from the Village before the Salt Creek Park District can move forward with IDOT approvals. The swim/run will offer the community a fun, safe, and family friendly activity.

KEY ISSUES

- The Police Department will be working with event organizers to determine Police staffing on the route and to conduct traffic control.
- The event sponsor will secure IDOT approval for the use of Frontage Road, following the passage of a Village Resolution.
- The event sponsor will coordinate with the Fire Department on use of an underwater team for the swim portion of the race.
- The Aquathon will replace the Twin Lakes Triathlon, a previous race they hosted.
- The event sponsor will be responsible for 100% of all Village services provided as part of this event.

ALTERNATIVES

1. Approve the temporary closure of streets.
2. Do not approve the temporary closure of streets.

RECOMMENDATION

Approval is at the discretion of the Committee.

ACTION REQUIRED

A motion to approve the Twin Lakes Aquathon on June 23, 2024.

ATTACHMENTS:

- Twin Lakes Aquathon

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

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

GENERAL EVENT INFORMATION

Name of Event
Twin Lakes Aquathon

Exact Address of Event
1200 E. Twin Lakes Dr. Palatine, IL 60074

Type of Event (Check all applicable)
☐ Festival ☒ Run/Walk ☐ Parade ☐ Car Show ☐ Craft Fair ☐ Fireworks ☒ Other Swim + Run - Aquathon

Date(s) of Event	Hours of Event	Total Hours (Step-up - Tear down)
Sunday, June 23, 2024	7:30 am 9:30 am	4 hours

Phone number/website for publication	Estimated attendance	Last years actual attendance
847-259-6890	300	new event

Describe the event's community and/or cultural benefit
Aquathon Race - 700 meter swim (maps are attached)
- 3.1 mile run

Race will start and end at Twin Lakes

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization	Contact person from Sponsoring Organization	
Salt Creek Park District	Jody Dodson	
Sponsoring Organization Address	**City**	**Zip**
530 S. Williams Ave	Palatine	60074
Phone Number	**E-Mail**	**Website**
847-259-6890	jdodson@saltcreekpd.com	Saltcreekpd.com

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator	E-mail	
Jody Dodson	jdodson@saltcreekpd.com	
Organizer/Coordinator Address	**City**	**Zip**
530 S. Williams Ave	Palatine	60074
Phone Number	**Cell Phone Number**	**Fax Number**
847-259-6890	[redacted]	[redacted]

EMERGENCY CONTACT INFORMATION

Name of Emergency Contact	E-mail	
Diane Hilgers	dhilgers@saltcreekpd.com	
Emergency Contact Address	**City**	**Zip**
530 S. Williams Ave	Palatine	60074
Phone Number (24hours)	**Cell Phone Number**	**Fax Number**
[redacted]	[redacted]	[redacted]

Attachment: Twin Lakes Aquathon (Twin Lakes Aquathon)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

EVENT OVERVIEW

Are you providing/serving food at your event that is considered potentially hazardous, being prepared on-site, or being re-packed and sold in bulk? Below are some foods exempt from a permit (not all are listed): -Pre-packaged, non-potentially hazardous foods (i.e. packaged cookies, chips, crackers, bread, etc.) -Non-potentially hazardous, minimally cut, unprocessed fruits or vegetables (ie. apples, bananas, etc.) QUESTIONS ON WHAT QUALIFIES AS EXEMPT? CALL (847) 359-9090.	☐ Yes ☒ No	If yes, how many vendors? _____ Each vendor must submit a Temporary Food Event Permit Application 14 days prior to the event. Applications can be found at: https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd#/home Questions? Contact (847) 359-9090. Please see application for full details on what is required.
Are you erecting either: **(1)** tent(s) larger than 20'x40' (or 800 sq. ft.) or **(2)** that accommodates more than 100 people or **(3)** temporary structure(s) (ie. stage) taller than 2' in height or **(4)** that will be equipped with temporary electrical power?	☒ Yes ☐ No	If yes, you must submit a Temporary Structure Permit Application 30 days prior to the event. Applications can be found at: https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd#/home Questions? Contact (847) 359-9037. Electric submissions are required. Please see application for full details on what is required.
Are you serving alcoholic beverages at your event?	☐ Yes ☒ No	Alcohol vendors must submit a Special Event Liquor License 60 days prior to the event. You must obtain a Special Event Liquor License for each liquor vendor. Applications can be found at: http://www.palatine.il.us/events/forms/applications.aspx. Questions? Contact (847) 359-9031.
Will the event include a Race/Walk or Parade?	☒ Yes ☐ No	If yes, you must complete, Page 3, Section 1.
Will electronic sound amplification equipment or a public address system be used at the event?	☐ Yes ☒ No	If yes, you must complete, Page 3, Section 2.
Are you utilizing any public parking lots, Village streets or other Village property for your event?	☒ Yes ☐ No	If yes, you must complete, Page 3, Section 3.

ACKNOWLEDGEMENT/SIGNATURE

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

Signature of Organizer _____ Date 1/23/2024

Application must include the following documentation

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

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

APPLICATIONS WITH MISSING INFORMATION WILL NOT BE PROCESSED.

Attachment: Twin Lakes Aquathon (Twin Lakes Aquathon)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

Name of Event: Twin Lakes Aquathon

SECTION 1: RACE/WALK, PARADE INFORMATION ☐ Not Applicable

Starting Location	Ending Location
Twin Lakes	Twin Lakes
Approximate Number of Attendees (runners/marchers)	**Approximate Number of Vehicles (cars/floats)**
300	
Location of Assemble (Registration)	**Location of Personal Vehicle Parking**
North Field (North Entrance)	Twin Lakes Parking lot

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

SECTION 2: NOISE CONTROL PLAN ☐ Not Applicable

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

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

Describe the sound system(s)

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

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

SECTION 3: PARKING LOT/PROPERTY USAGE/CLOSURE INFORMATION ☒ Not Applicable

Public Parking Lot / Property Intended for "Event"

Lot Number or Location	Date of Closure	Time of Closure	Date to Reopen	Time of Reopen

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

Attachment: Twin Lakes Aquathon (Twin Lakes Aquathon)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

SECTION 4: INDEMNITY/HOLD HARMLESS AGREEMENT

Name of Sponsoring Organization

Salt Creek Park District

Name of Event

Twin Lakes Aquathon

Date(s) of Event

Sunday June 23, 2024

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

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

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

Jody L. Dodson

SIGNATURE

Jody Dodson	Superintendent of Recreation	11/23/2024
PRINT NAME	TITLE/POSITION	DATE

SECTION 5: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

Attachment: Twin Lakes Aquathon (Twin Lakes Aquathon)

Twin Lakes Triathlon

Run Route Map

3.1 Miles



Attachment: Twin Lakes Aquathon (Twin Lakes Aquathon)


Twin Lakes Triathlon Swim Route
700 Meter Swim
Twin Lakes
Recreational Area
Golf Course

Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance to Permit a 'Church Picnic' Sponsored by the American Ukrainian Youth Association and the Immaculate Conception Church on June 8 - 9, 2024 at 136 E. Illinois Avenue

BACKGROUND:
The American Ukrainian Youth Association of Palatine and the Immaculate Conception Church wish to hold their 7th annual Chervona Ruta Ukrainian Festival at 136 E. Illinois Avenue on June 8 - 9, 2024. The event will be private, limited to members of the two host organizations, and will include services and performances by the Church's choir, singers, and children's dance ensembles. The event will include a beer tent and additional tents to accommodate the planned activities. To proceed with the proposed event, the Petitioners are requesting approval of the following:

> Waiver of the Village's Sound Amplification Ordinance for the proposed services and performances to be held on Saturday, June 8 (3 - 10:30 PM) and Sunday, June 9 (Noon to 9 PM)

KEY ISSUES:
- The proposed event hours are: **Saturday, June 8: 3 - 11 PM and Sunday, June 9: Noon - 10 PM.**
- The event will be similar to those held in the past and would be primarily located in the Church parking lot and the adjacent vacant land near the northeast corner of Illinois Avenue and Benton Street.
- The American Ukrainian Youth Association holds a Class C Liquor License (Club). The event will include a beer tent, with all servers complying with the Village's requirements. As the event is occurring on the Youth Association property, there is no need to amend their licensed premises.
- The requested waiver of the Village's Sound Amplification Ordinance is to allow for a PA system that will be used during the planned liturgy services and performances (Church choir/singers and the children's dance ensemble). The hours in which the sound waiver would be granted are 3 - 10:30 PM on June 8, and Noon to 9 PM on June 9.
- To address potential parking issues, the event hosts have arranged parking agreements with adjacent properties/businesses along Vermont Street. In addition, they have again reached an agreement with Northrop (on Hicks Road) to allow attendees to park there with shuttle service to run continuously between the Church and Northrop picking up and dropping off guests. To further address any potential parking/traffic issues, the Village will post parking restrictions/prohibitions along portions of Illinois Avenue, Benton Street, and Michigan Avenue to ensure access is maintained for emergency vehicles and the surrounding neighborhood, while promoting the use of the event's designated parking areas. The Police Department will be working closely with the Church on parking restrictions/ prohibitions.

ALTERNATIVES:
1. Approve the waiver of the Village's Sound Amplification Ordinance.
2. Do not approve the waiver of the Village's Sound Amplification Ordinance.

RECOMMENDATION:
Staff recommends action at the Village Council's discretion for the waiver of the Village's Sound Amplification Ordinance for the 'Church Picnic' event to be held on June 8 and 9, 2024.

ACTION REQUIRED:
A motion to approve a waiver of the Village's Sound Amplification Ordinance for the 'Church Picnic' event to be held on June 8 and 8, 2024.

ATTACHMENTS:

- Ukrainian Festival

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

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

GENERAL EVENT INFORMATION

Name of Event
"Chervona Ruta" Palatine Ukrainian Festival

Exact Address of Event
136 E. Illinois Ave., Palatine, IL 60067

Type of Event (Check all applicable)

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

Date(s) of Event	Hours of Event	Total Hours (Step-up - Tear down)
6/8/24 and 6/9/24	6/8: 3-11 pm; 6/9: 12-10 pm	6/5/24 - 6/11/24

Phone number/website for publication	Estimated attendance	Last years actual attendance
N/A - not a public event	1500 per day	2500

Describe the event's community and/or cultural benefit

Annual family event for the Ukrainian-American community of Palatine to celebrate its heritage

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization	Contact person from Sponsoring Organization	
AUYA of Palatine, Inc. and ICUCC	Myron Wasiunec and/or Lesia Stasiuk	
Sponsoring Organization Address	**City**	**Zip**
116 (ICUCC) and 136 (AUYA) E. Illinois Ave	Palatine	60067
Phone Number	**E-Mail**	**Website**
[redacted]	[redacted]	N/A

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator	E-mail	
Myron Wasiunec and/or Stefko Kuropas	[redacted]	
Organizer/Coordinator Address	**City**	**Zip**
[redacted]	[redacted]	[redacted]
Phone Number	**Cell Phone Number**	**Fax Number**
[redacted]	[redacted]	N/A

EMERGENCY CONTACT INFORMATION

Name of Emergency Contact	E-mail	
see organizer info above for two contacts		
Emergency Contact Address	**City**	**Zip**
Phone Number (24hours)	**Cell Phone Number**	**Fax Number**

Attachment: Ukrainian Festival (Ukrainian Festival June 8 - 9, 2024)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

EVENT OVERVIEW

Are you providing/serving food at your event that is considered potentially hazardous, being prepared on-site, or being re-packed and sold in bulk? Below are some foods exempt from a permit (not all are listed): -Pre-packaged, non-potentially hazardous foods (i.e. packaged cookies, chips, crackers, bread, etc.) -Non-potentially hazardous, minimally cut, unprocessed fruits or vegetables (ie. apples, bananas, etc.) QUESTIONS ON WHAT QUALIFIES AS EXEMPT? CALL (847) 359-9090.	☐ Yes ☐ No	If yes, how many vendors? _____ Each vendor must submit a Temporary Food Event Permit Application 14 days prior to the event. Applications can be found at: https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd#/home Questions? Contact (847) 359-9090. Please see application for full details on what is required.
Are you erecting either: **(1)** tent(s) larger than 20'x40' (or 800 sq. ft.) or **(2)** that accommodates more than 100 people or **(3)** temporary structure(s) (ie. stage) taller than 2' in height or **(4)** that will be equipped with temporary electrical power?	☑ Yes ☐ No	If yes, you must submit a Temporary Structure Permit Application 30 days prior to the event. Applications can be found at: https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd#/home Questions? Contact (847) 359-9037. Electric submissions are required. Please see application for full details on what is required.
Are you serving alcoholic beverages at your event?	☑ Yes ☐ No	Alcohol vendors must submit a Special Event Liquor License 60 days prior to the event. You must obtain a Special Event Liquor License for each liquor vendor. Applications can be found at: http://www.palatine.il.us/events/forms/applications.aspx. Questions? Contact (847) 359-9031.
Will the event include a Race/Walk or Parade?	☐ Yes ☑ No	If yes, you must complete, Page 3, Section 1.
Will electronic sound amplification equipment or a public address system be used at the event?	☑ Yes ☐ No	If yes, you must complete, Page 3, Section 2.
Are you utilizing any public parking lots, Village streets or other Village property for your event?	☐ Yes ☑ No	If yes, you must complete, Page 3, Section 3.

ACKNOWLEDGEMENT/SIGNATURE

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

Signature of Organizer

Date 2/26/24

Application must include the following documentation

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

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

APPLICATIONS WITH MISSING INFORMATION WILL NOT BE PROCESSED.

Attachment: Ukrainian Festival (Ukrainian Festival June 8 - 9, 2024)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

Name of Event

"Chervona Ruta" Palatine Ukrainian Festival

SECTION 1: RACE/WALK, PARADE INFORMATION ■ Not Applicable

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

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

SECTION 2: NOISE CONTROL PLAN ☐ Not Applicable

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

Amplified sound will be used from: (am/pm)	Amplified sound will be used to: (am/pm)
6/8: 3-10:30 pm; 6/9: 12-9 pm	6/8: 3-10:30 pm; 6/9: 12-9 pm

Describe the sound system(s)

Entertainment coordinators using amplified equipment in one central location under the main tent

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

see above

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

SECTION 3: PARKING LOT/PROPERTY USAGE/CLOSURE INFORMATION ■ Not Applicable

Public Parking Lot / Property Intended for "Event"

Lot Number or Location	Date of Closure	Time of Closure	Date to Reopen	Time of Reopen

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

Attachment: Ukrainian Festival (Ukrainian Festival June 8 - 9, 2024)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

SECTION 4: INDEMNITY/HOLD HARMLESS AGREEMENT

Name of Sponsoring Organization
AUYA of Palatine, Inc. (AUYA) and Immaculate Conception Ukrainian Catholic Church (ICUCC)

Name of Event
"Chervona Ruta" Palatine Ukrainian Festival

Date(s) of Event
6/8/24 and 6/9/24

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

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

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

SIGNATURE

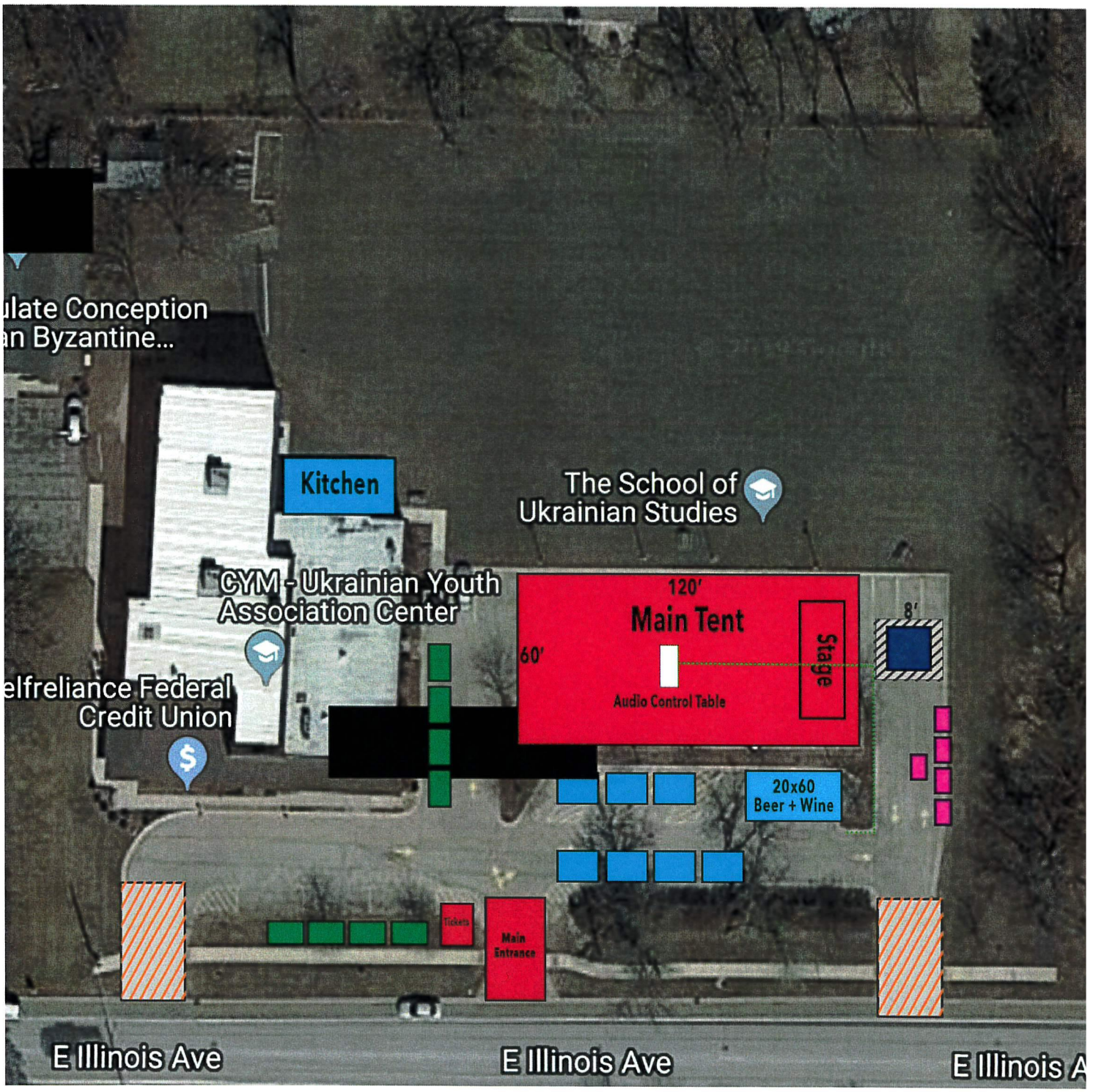
Myron Wasiunec	Co-chairperson of the festival	2/26/24
PRINT NAME	TITLE/POSITION	DATE

SECTION 5: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

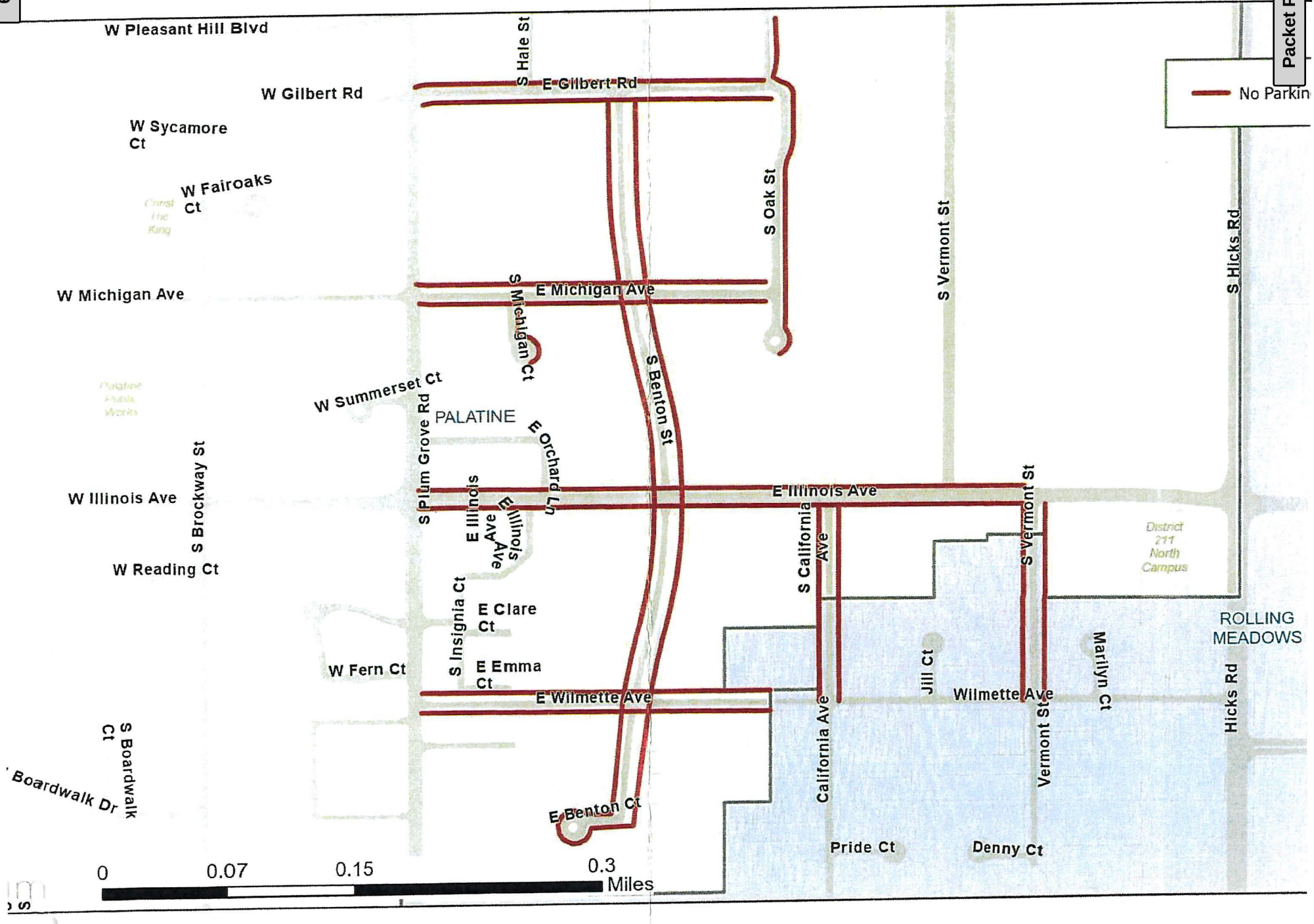
Sponsoring Organization will be required to provide an original Certificate of Insurance, as well as the additional insured endorsement evidencing the following insurance minimums: Commercial General Liability - minimum $1,000,000 per occurrence. Final acceptance of applicant is contingent on applicant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

Attachment: Ukrainian Festival (Ukrainian Festival June 8 - 9, 2024)



Attachment: Ukrainian Festival (Ukrainian Festival June 8 - 9, 2024)

Ukrainian Fest NO Parking Map



Consider a Motion to Approve Items Related to the Village of Palatine's 2024 Street Fest

BACKGROUND:
The Village of Palatine has begun planning for the 24th annual Downtown Palatine Street Fest on August 23 - 25, 2024.

KEY ISSUES:
Based upon feedback and attendance, staff feels that the “refreshed” area around Towne Square, known as the 'Backyard Patio', was very successful in 2022 and 2023, thus we plan to continue to make it successful. This area historically housed the Kid Zone. Staff is reviewing options with the event management company for the purchase of alcoholic beverages. Last year, credit cards were accepted for the first time, and this year, a point-of-sale concept is under cost/benefit analysis. The following approvals are being requested in conjunction with the proposed 2024 Downtown Palatine Street Fest event:

1. Temporary waiver of the sound amplification ordinance for live music and performances;
2. Waiver of fees for Village services, permits, and licenses;
3. Waiver of the building construction hours;
4. Temporary closure of public streets from 5 AM on Friday, August 23 until noon on Monday, August 26;
5. Temporary Closure of Parking Lot G (main stage) beginning on Thursday, August 22 as well as Village Lots I (staging area), J (dumpsters), K and L (event set up and handicapped parking) beginning on Friday, August 23 through Monday, August 26. In addition, there will be several areas in which on-street parking will also be blocked off to accommodate the event;
6. A motion authorizing the Village Manager to enter into contracts/agreements related to the 2024 Downtown Palatine Street Fest, subject to review and approval by the Village Attorney;
7. If there is space available, the Village may allow food vendors from outside the Village of Palatine to participate in the event;
8. Continuing in Towne Square with the "Backyard Patio" themed area which includes: sponsor tents, backyard games (cornhole, bocce ball etc.), children's entertainment and satellite bar, mini stage and patio furniture;
9. A motion authorizing Staff to request a Class E Temporary Liquor License for the purpose of selling alcoholic beverages.

The costs associated with Street Fest have increased significantly in the post-Covid environment. As such, based upon the known costs and projected revenues, there is presently a $50,000 shortfall which does not include the overtime expenses already contained within the departmental budgets. The budget includes $185,000 and the event is expected to have a net cost of $235,000.

Staff will be working with the event organizer to try and identify any potential cost savings. A budget adjustment will likely be necessary appropriating general fund balances in order to offset our costs of this event. In future years, there will need to be decisions related to the amount of subsidy for this community event.

ALTERNATIVES:
1. Approve the 2024 Downtown Palatine Street Fest.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approval of the 2024 Downtown Palatine Street Fest with a future budget adjustment to cover expenses.

ACTION REQUIRED:
A motion to approve the Annual Downtown Palatine Street Fest and related requests.

ATTACHMENTS:

- Street Fest Special Event Permit Application
- Street Fest 2024 Map
- Street Fest 2024 Memo

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

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

GENERAL EVENT INFORMATION

Name of Event
Downtown Palatine Street Fest

Exact Address of Event
Intersection of Brockway and Slade Streets

Type of Event (Check all applicable)

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

Date(s) of Event	Hours of Event	Total Hours (Step-up - Tear down)
August 23-25	F: 5p-12a S: 12p-12a S: 12p-6p	144

Phone number/website for publication	Estimated attendance	Last years actual attendance
847-359-9028	30,000	30,000

Describe the event's community and/or cultural benefit

A hometown event thrown to celebrate summer. Enjoy live music and food all weekend long.

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization	Contact person from Sponsoring Organization	
Village of Palatine	Susan Storelli	
Sponsoring Organization Address	**City**	**Zip**
200 E. Wood Street	Palatine	60067
Phone Number	**E-Mail**	**Website**
847-359-9028	sstorelli@palatine.il.us	palatinestreetfest.com

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator	E-mail	
Susan Storelli	sstorelli@palatine.il.us	
Organizer/Coordinator Address	**City**	**Zip**
200 E. Wood Street	Palatine	60067
Phone Number	**Cell Phone Number**	**Fax Number**
847-359-9028		

EMERGENCY CONTACT INFORMATION

Name of Emergency Contact	E-mail	
Hadley Skeffington-Vos	hskeffingtonvos.palatine.il.us	
Emergency Contact Address	**City**	**Zip**
200 E. Wood Street	Palatine	60067
Phone Number (24hours)	**Cell Phone Number**	**Fax Number**
847-359-9031		

Attachment: Street Fest Special Event Permit Application (2024 Street Fest)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

EVENT OVERVIEW

Are you providing/serving food at your event that is considered potentially hazardous, being prepared on-site, or being re-packed and sold in bulk? Below are some foods exempt from a permit (not all are listed): -Pre-packaged, non-potentially hazardous foods (i.e. packaged cookies, chips, crackers, bread, etc.) -Non-potentially hazardous, minimally cut, unprocessed fruits or vegetables (ie. apples, bananas, etc.) **QUESTIONS ON WHAT QUALIFIES AS EXEMPT? CALL (847) 359-9090.**	☑ Yes ☐ No	If yes, how may vendors? 6-12 **Each vendor must submit a Temporary Food Event Permit Application 14 days prior to the event. Applications can be found at: https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd#/home Questions? Contact (847) 359-9090. Please see application for full details on what is required.**
Are you erecting either: **(1)** tent(s) larger than 20'x40' (or 800 sq. ft.) or **(2)** that accommodates more than 100 people or **(3)** temporary structure(s) (ie. stage) taller than 2' in height or **(4)** that will be equipped with temporary electrical power?	☑ Yes ☐ No	**If yes, you must submit a Temporary Structure Permit Application 30 days prior to the event. Applications can be found at: https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd#/home Questions? Contact (847) 359-9037. Electric submissions are required. Please see application for full details on what is required.**
Are you serving alcoholic beverages at your event?	☑ Yes ☐ No	**Alcohol vendors must submit a Special Event Liquor License 60 days prior to the event. You must obtain a Special Event Liquor License for each liquor vendor. Applications can be found at: http://www.palatine.il.us/events/forms/applications.aspx. Questions? Contact (847) 359-9031.**
Will the event include a Race/Walk or Parade?	☐ Yes ☑ No	**If yes, you must complete, Page 3, Section 1.**
Will electronic sound amplification equipment or a public address system be used at the event?	☑ Yes ☐ No	**If yes, you must complete, Page 3, Section 2.**
Are you utilizing any public parking lots, Village streets or other Village property for your event?	☑ Yes ☐ No	**If yes, you must complete, Page 3, Section 3.**

ACKNOWLEDGEMENT/SIGNATURE

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

Susan Storelli Digitally signed by Susan Storelli
Date: 2022.01.31 10:53:24 -06'00'

Signature of Organizer

03/05/2024

Date

Application must include the following documentation

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

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

APPLICATIONS WITH MISSING INFORMATION WILL NOT BE PROCESSED.

Attachment: Street Fest Special Event Permit Application (2024 Street Fest)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT
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INSTRUCTIONS: PLEASE TYPE OR PRINT CLEARLY. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

Name of Event

Downtown Palatine Street Fest

SECTION 1: RACE/WALK, PARADE INFORMATION ☐ Not Applicable

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

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

SECTION 2: NOISE CONTROL PLAN ☐ Not Applicable

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

Amplified sound will be used from: (am/pm)	Amplified sound will be used to: (am/pm)
11:00 am	12:00 am

Describe the sound system(s)

Powered public address system sufficient for live entertainment

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

A professional sound company (Diversified Audio) will control the PA system and volume.

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

SECTION 3: PARKING LOT/PROPERTY USAGE/CLOSURE INFORMATION ☐ Not Applicable

Public Parking Lot / Property Intended for "Event"

Lot Number or Location	Date of Closure	Time of Closure	Date to Reopen	Time of Reopen
Parking lots K and L	8/23	5 am	8/26	12 pm
Parking lots K and L	8/24	5 am	8/26	12 pm
Parking lots K and L	8/25	5 am	8/26	12 pm

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

Attachment: Street Fest Special Event Permit Application (2024 Street Fest)

VILLAGE OF PALATINE
SPECIAL EVENT PERMIT APPLICATION

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

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

SECTION 4: INDEMNITY/HOLD HARMLESS AGREEMENT

Name of Sponsoring Organization
Village of Palatine

Name of Event
Downtown Palatine Street Fest

Date(s) of Event
August 23-25, 2024

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

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

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

Susan Storelli
Digitally signed by Susan
DN: cn=Susan Storelli, o=Village of Palatine, ou, email=sstorelli@palatine.il.us, c=US
Date: 2024.02.26 11:18:33 -06'00'

Digitally signed by Susan Storelli
Date: 2022.01.31 10:57:15 -06'00'

SIGNATURE

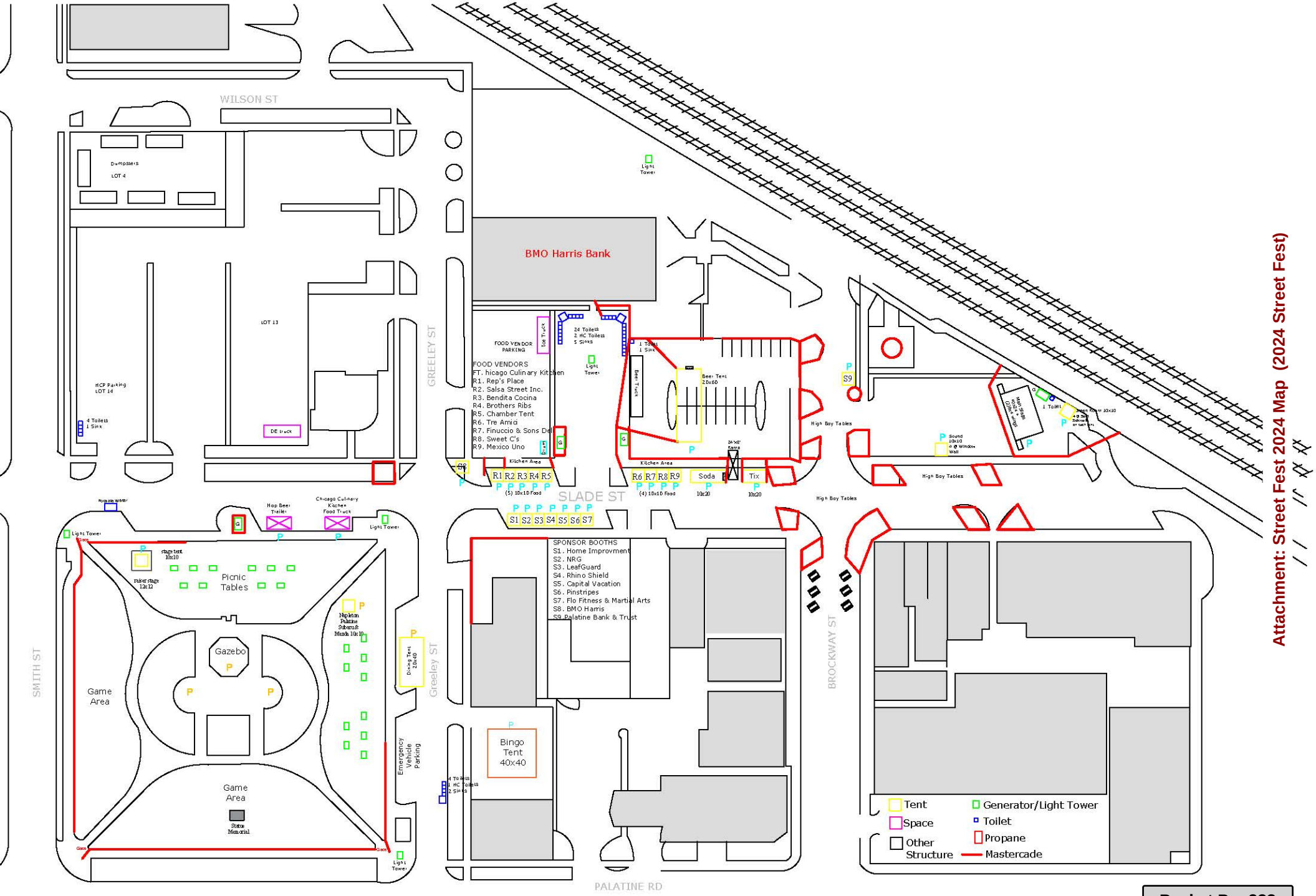
Susan Storelli	Communications & Events Coord.	2/26/2024
PRINT NAME	TITLE/POSITION	DATE

SECTION 5: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

Attachment: Street Fest Special Event Permit Application (2024 Street Fest)



Attachment: Street Fest 2024 Map (2024 Street Fest)

MEMORANDUM

Date: February 26, 2024

To: Reid Ottesen, Village Manager

From: Hadley Skeffington-Voss, Deputy Village Manager

Re: Street Fest 2024

The following approvals are being sought in connection with the Village's 2024 Downtown Palatine Street Fest:

1. Temporary waiver of the sound amplification ordinance for the live music and performances during the following hours:
   - **Friday, August 23:** 12 PM – 12 AM
   - **Saturday, August 24:** 8 AM – 12 AM
   - **Sunday, August 25:** 8 AM – 6 PM

   Note: *The earlier time from the actual event start times is for sound checks and for other events such as the Bike Race, Pet Parade and other activities.*

2. Waiver of Fees for Village services, permits, and licenses.

3. Waiver of the Building Construction Hours for the following:
   - **Wednesday, August 21:** Construction of tents to begin at 7 AM and continue throughout Friday morning.
   - **Thursday, August 22**: Construction of tents and stage to begin at 6 AM and continue throughout Friday morning.
   - **Sunday, August 25**: Removal of tents and stage between 8 PM to 12 AM.

4. Temporary Closure of On-Street Parking from **Wednesday, August 21** at 5 AM to **Monday, August 26** at 12 PM as follows:
   - Slade Street (north side between Greeley St. and Brockway St., south side between Smith St. and Brockway St.)
   - Greeley Street (east and west sides between Slade St. and Palatine Rd.)
   - Brockway Street (east side between Slade St. and railroad tracks)

5. Public street closures from **Friday, August 23** at 5 AM to **Monday, August 26** at 12 PM as follows:
   - **Slade Street** – between Smith Street and Bothwell Street
   - **Greeley Street** – between Palatine Road and Wilson Street
   - **Brockway Street** - between Palatine Road and Railroad Tracks
   - **Railroad Avenue** – between Plum Grove Road and Bothwell Street
   - **Bothwell Street** – Between Palatine Road and Railroad Avenue
   - **Wilson Street** – between Smith Street and Greeley Street
   - **Smith Street** – between Palatine Road and Wood Street (only temporarily if needed in event of an emergency or for the bike race)

Attachment: Street Fest 2024 Memo (2024 Street Fest)

6. Temporary Closure of Commuter Parking Lots
   - **Parking Lot I:** Friday, August 23 at 5 AM through Monday, August 26 at 12 PM for Village staff staging area.
   - **Parking Lot J:** Friday, August 23 at 5 AM through Monday, August 26 at 12 PM to accommodate garbage dumpsters.
   - **Parking Lot G**: Thursday, August 22 at 5 AM through Monday, August 26 at 12 PM to accommodate the construction of the main stage.
   - **Parking Lots K & L:** Friday, August 23 at 5 AM through Monday, August 26 at 12 PM to accommodate handicapped parking and event set up.

7. A motion authorizing the Village Manager to enter into contracts/agreements related to the 2024 Downtown Palatine Street Fest. In conjunction with the 2024 Downtown Palatine Street Fest, the Village will need to enter into a number of contracts or agreements which may exceed $20,000. All expenses have been funded as part of the CY 2023 budget.

The contracts and/or agreements may include, but are not limited to, the following (cost estimate):

- Tent, table, chair rental ($41,000)
- Portable Restrooms ($10,000)
- Fencing ($8,200)
- Beverages – Beer, Wine, Pop, Water ($60,000)
- Main Stage Entertainment (Bands, Stage, Lighting) ($50,000)
- Printed Promotional Materials ($2,300)
- Backyard Lounge Entertainment, Furniture & Games ($8,000)
- Generators ($10,600)
- General Supplies and Miscellaneous Rentals ($5,000)
- Event Operation, Labor, Support, Security ($34,500)
- Street Fest Sponsorship Agreements

8. A motion to authorize a Class E Temporary Liquor License for the purpose of selling alcoholic beverages during the following hours:
   - **Friday, August 23:** 5 PM – 12 AM
   - **Saturday, August 24:** 12 PM – 12 AM
   - **Sunday, August 25:** 12 PM – 6 PM

Attachment: Street Fest 2024 Memo (2024 Street Fest)

Consider a Motion to Authorize the Village Manager to Enter into an Agreement with Park Consulting Group for Tyler Technologies Energov Consulting Services

BACKGROUND:
The Village of Palatine's Neighborhood Services Division currently manages the Village's Rental License program with an old version of Accella's Permits Plus software. This software has not been supported by the vendor for many years and is causing issues in its operation. Additionally, using an old software does not allow Staff to leverage technology to support the business process, such as email notification, online application, or online payments.

An RFQ was developed for consulting services to guide the Village through implementing a rental process in Tyler Energov (exisitng software vendor), and six responses were received. After staff interviews and scope discussion, it was determined that Park Consulting Group was the best candidate for this effort.

The proposal and price includes optional item for post go-live changes, in-person meeting / support (3 trips at $15,000). If the optional items are not needed, the total will be billed for is $49,000.

KEY ISSUES:
- Due to the many issues encountered by Staff with Tyler Technologies Energov consulting services during implementation, it was decided to look for a third-party consultant that would have experience in both Energov software implementations and specifically implementation of an Energov rental licensing program.
- Park Consulting will provide expertise to Staff on the replacement of unsupported software (Permits Plus) with Energov Rental Licensing for critical business needs.
- Park Consulting will assist Staff with the implementation of mobile technology to support in-field business.
- Moving to a new software will provide online capabilities to provide modern user experiences to our staff and customers.

ALTERNATIVES:
1. Authorize the Village Manager to enter into a Consulting Agreement with Park Consulting Group.
2. Refer back to Staff.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to enter into an agreement with Park Consulting Group.

ACTION REQUIRED:
A motion to authorize the Village Manager to enter into a consulting agreement for the configuration and implementation of Rental Licensing process in Energov with Park Consulting Group not to exceed $74,050.

ATTACHMENTS:

- Park Consulting - Professional Services Agreement

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "**Agreement**") is made effective as of March 19, 2024 (the "**Effective Date**"), by and between Park Consulting Group, Inc., a California corporation with its principal place of business at 200 Spectrum Center Drive #300, Irvine, California 92518 ("**Park Consulting**"), and Village of Palatine, a municipal entity in Illinois with its principal place of business at 200 E Wood Street, Palatine, IL 60067 ("**Client**") (Park Consulting and Client, each a "**Party**" and collectively, "**Parties**").

RECITALS

WHEREAS, Park Consulting is experienced, qualified, and competent to provide the Services (as defined below); and

WHEREAS, Client desires to engage Park Consulting to perform such Services, and Park Consulting is willing to provide these Services, subject to the terms and conditions set forth herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Services. Park Consulting shall provide certain services (the "**Services**") as set forth in each Statement of Work (as defined below). The specific nature and amount of the Services to be performed shall be determined by Client and Park Consulting during the term of this Agreement. Park Consulting agrees to furnish all labor, materials, equipment, and any other facilities required to complete and perform the services set forth in any Statement of Work (defined below) entered into between Client and Park Consulting (the "**Services**").

2. Statements of Work.

(a) From time to time, the Parties may agree that Park Consulting shall perform certain Services for the Company under one or more detailed documents executed by Park Consulting and Client (each, a "**Statement of Work**"). Park Consulting shall render the Services as set forth in the applicable Statement of Work. Each Statement of Work shall be agreed upon by the Parties and shall set forth the following elements as applicable: Services to be performed, schedule and timeline for performance of the Services, compensation and invoicing schedule, and all other matters pertinent to completion of the Services.

(b) In the event of a conflict between the terms of a Statement of Work and this Agreement, the terms of this Agreement shall govern unless the Statement of Work specifically references the conflicting term(s) in this Agreement and indicates that the conflicting term(s) of the Statement of Work shall govern. Each Statement of Work shall expressly reference this Agreement and, upon execution by both Parties, shall be incorporated herein as a part of this Agreement and attached as Exhibit A to this Agreement.

3. Fees, Expenses, and Payment Terms. As compensation for the provision of the Services by Park Consulting under this Agreement, Client shall pay the fees set forth in the applicable Statement of Work requested by Client. Client shall be responsible for all sales, use, and

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

4. Commencement Date. Park Consulting shall commence the Services per the terms set forth in the applicable Statement of Work, or as mutually agreed to by the Parties (the "**Commencement Date**").

5. Insurance. Park Consulting shall procure and maintain at all times for as long as this Agreement and/or the relevant Statement of Work are in effect, and from the relevant Commencement Date(s), insurance coverage, if applicable, as set forth in the applicable Statement of Work.

6. Limited Warranty and Disclaimers; Limitations of Liability.

(a) Park Consulting warrants that it shall perform the Services (i) in accordance with the terms and subject to the conditions set forth in the applicable Statement of Work and this Agreement, (ii) using personnel of industry standard skill, experience, and qualifications, and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) TO THE EXTENT NOT PROHIBITED BY LAW, PARK CONSULTING HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT PARK CONSULTING'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO PARK CONSULTING FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO PARK CONSULTING UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY PARK CONSULTING AS REQUIRED UNDER THE TERMS OF THIS AGREEMENT, (THE "LIMITATIONS OF LIABILITY"). CLIENT HEREBY ACKNOWLEDGES THAT PARK CONSULTING DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. PARK CONSULTING IS HEREBY HELD HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES RELATING TO THIS AGREEMENT TO THE EXTENT IN EXCESS OF THE LIMITATION OF LIABILITY

7. Indemnification.

8. Confidential Information.

(a) Each Party acknowledges that it will have access to or otherwise receive certain information of the other Party that is the confidential, proprietary or trade secret information of the other Party ("**Confidential Information**"). Confidential Information includes any nonpublic

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

information, regarding the disclosing Party, third parties, or the Services, including without limitation, the disclosing Party's business, finances, assets, plans, marketing, legal affairs, customers, prospects, vendors, employees, products, services, programs, techniques, technology, ideas, inventions, research, testing, contracts, opportunities, methods, procedures, know-how, trade secrets and other activities. Each Party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other Party's Confidential Information and shall take reasonable precautions to protect the confidentiality of such information.

(b) Information will not be deemed Confidential Information if such information: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party.

9. Assignment. Subject to Section 10 below, neither Party may assign its rights or delegate its duties or obligations under this Agreement either in whole or in part without the prior written consent of the other Party, except that either Party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

10. Subcontracts. Except for a permitted list of subcontractors previously provided by Park Consulting to Client and approved by Client, Park Consulting may not subcontract, either in part or in whole, any of the Services authorized under this Agreement without the prior written consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned). Any such permitted subcontract shall be made in writing, and shall set out the obligations as applicable to Contractor under this Agreement (including the relevant Statement of Work), and expressly agreed by such subcontractor.

11. Jurisdiction and Dispute Resolution. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Illinois (except that body of law controlling conflicts of law).

12. Term. This Agreement will be effective commencing on the Effective Date and shall continue until the completion of the Services of the last outstanding Statement of Work (the "**Term**"), unless and until terminated according to the provisions of Section 13 below (the "**Termination Date**").

13. Termination.

(a) Either Party may terminate this Agreement for convenience upon written notice at any time . Either Party will have the right to terminate this Agreement, or the applicable Statement of Work, if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within 30 days after receipt of written notice of the same. Additionally,

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

either Party may terminate this Agreement if: (a) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

(b) Upon the effective date of expiration or termination of this Agreement: (a) Park Consulting may immediately cease providing Services hereunder; (b) any and all payment obligations of Client under this Agreement will become due immediately; and (c) within 30 days after such expiration or termination, each Party shall return all Confidential Information of the other Party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Notwithstanding the foregoing, a Party may retain in the offices of its legal advisor a single archival copy of any written or photographic Confidential Information provided by the other Party under this Agreement, which copy shall only be used by the receiving Party and its legal advisors in connection with the review of its obligations under this Agreement.

14. Entire Agreement. This Agreement, along with the applicable Statement(s) of Work, represents the entire agreement between the Parties. This Agreement supersedes any prior written or oral representations. If there is any inconsistency between Sections of this Agreement, the following precedence shall be followed (unless expressly agreed otherwise): (a) the applicable Statement of Work and any attachments thereto, (b) the terms in this Agreement, and (c) other attachments to this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving Party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving Party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other Party at the address set forth on the signature page hereto or such other address as the Party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving Party of a change in address will be borne by the intended receiving Party.

16. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

17. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall be void and of no force and effect.

18. Independent Contractor. No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

relationship, or a principal and agent relationship between Client, on the one hand, and Park Consulting, on the other. All parties to this Agreement attest that the relationship between Park Consulting and Client shall be recognized as Park Consulting acting as an independent contractor.

19. Construction. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party. Headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Statement of Work, the provisions of this Agreement shall prevail. All references to laws, regulations, and statutes in this Agreement include changes to those laws, regulations, and statutes.

20. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to Park Consulting hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other Party may thereafter terminate this Agreement upon written notice.

[SIGNATURE PAGE FOLLOWS]

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

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

PARK CONSULTING:

PARK CONSULTING GROUP, INC.

By: _____
Name: Glenn Park
Title: President

CLIENT:

Village of Palatine

By: _____
Name: Reid Ottesen
Title: Village Manager

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

Exhibit A

Statement of Work

EnerGov Rental
Program Case Type

Month 1

Assess & Define Phase	Hour Estimate	# Per Week	Details
SME Working Sessions	4	4 - 1 Hr Meetings	Meeting to discuss requirements of new case type with subject matter experts.
IT Standing Meetings	2	4 - 0.5 Hr Meetings	Meeting to provide updates to Rhonda and Larry, and other stakeholders
PCG Working Session	8	-	Internal working session to populate requirement documentation and game plan configuration.

Month 2

Build & Validate Phase	Hour Estimate	# Per Week	Details
SME Working Sessions	4	4 - 1 Hr Meetings	Meeting to provide configuration updates to team, demo prototypes, etc.
IT Standing Meetings	2	4 - 0.5 Hr Meetings	Meeting to provide updates to Rhonda and Larry, and other stakeholders
PCG Working Session	16	-	Internal working session to create custom field layouts, workflow templates, fees, CSS, and internal testing.
Reports	60	10-12 Hrs / Form, Report (5-6 Forms/ Reports)	Crystal Report development for any certificates, letters, documents, or statistical reports needed. Late Letters, Certificates, Rental Dwelling, Inspection Report, Expiring Soon Letters, etc.
IO's/IAA's	12	2-4 Hrs / IO, IAA (3-4 IO/ IAAs)	Automation development for status updates, automatic emails, etc.

Month 3

UAT/Training	Hour Estimate	# Per Week	Details

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

SME Working Sessions	8	8 - 1 Hr Meetings	Meeting to walk SME's through the testing process and to identify any issues with configuration.
IT Standing Meetings	2	4 - 0.5 Hr Meetings	Meeting to provide updates to Rhonda and Larry, and other stakeholders
PCG Working Session	8	-	Internal working session to resolve and update any configuration that is incorrect/needs change.
Training Support	12	4 - 2-3 Hour Sessions	Walkthrough of newly created case type with remaining 15 Neighborhood Services Staff members. Includes iG Inspect onboarding
Go-Live Support	16	-	Post-Go-Live Support Services

Project Administration	24	8 Hours/ Month	

OPTIONAL

Optional Services	Hour Estimate		Details
Post-Go-Live Changes	40	-	Post-Go-Live Configuration Changes and Report/Forms Development (within 2 months of Go-Live)
Travel Expenses	$15,000	3 Trips (2 Consultants each)	3 Trips - 2-3 Days/ 2 Nights Each @ $5,000 with 2 Consultants per trip
Contingency	$10,000		

Total Hours	218	@$225/ Hour	
Grand Total	$74,050		

Key Assumptions:

- Village will provide subject matter experts that are available throughout the duration of services to successfully deliver PCG services. In order to meet timelines, Village will provide sufficient requirements and details for all issues and requests. Village will provide answers to question and provide feedback and responses in a timely manner (within 2 business days). Primary focus will be migrating PermitsPlus managed processes to Tyler Tech EPL (EnerGov). No data conversion from PermitsPlus to Tyler Tech EPL will be required.

Attachment: Park Consulting - Professional Services Agreement (Park Consulting Tyler Energov Consulting Services)

Consider a Motion Approving the Preliminary Plan for an Addition and Remodeling of Fire Station 82

BACKGROUND:
At the February 20, 2023 Village Council meeting, the Village engaged FGM Architects, Incorporated to complete the Phase 1 schematic design phase. In November of 2023 the Village Council approved architectural services to design an addition and select remodeling of Fire Station 82 located at 1475 North Hicks Road.

KEY ISSUES:
- The proposed scope of work for Fire Station 82 includes construction of a building addition of 4,022 square feet to house the Fire Department Administrative Offices, replacement of the existing roof, replacement of the existing HVAC equipment, and additive alternates of renovating the existing kitchen and locker rooms and updating the existing day room of the existing building.
- The design has been preliminarily developed finalizing the proposed use and the budget has been updated with more specificity in the design. The project remains tracking within the budget range originally anticipated for the project with contingencies for further design details which remain and the potential for yet to be identified construction issues.
- The addition, roof, and HVAC equipment is part of the base bid. The existing kitchen, locker room and day room renovations are alternates which can be selected should budget funds remain available.
- Bidding is anticipated to occur in June of 2024 with move-in date targeted for early spring of 2025.

ALTERNATIVES:
1. Authorize the completion of Construction Documents and Bidding for the Fire Station 82.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approving the Design Development plan and proceeding with construction documents and bidding.

BUDGET IMPACT:
American Rescue Plan (ARPA) funds in the amount of $2,947,000 have been appropriated in the Capital Improvement Budget to accommodate this project.

ACTION REQUIRED:
Motion to approve the design development plan and authorize construction documents and bidding for Fire Station 82.

ATTACHMENTS:
- Station 82 Site Image
- Station 82 - exterior 02
- Station 82 - exterior 01

- 2024.03.12 - Palatine FD 82 and 85 Budget
- 2024-03-12_Palatine FS Progress Print

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

Attachment: Station 82 Site Image (Fire





Palatine Fire Department

Addition | Interior Renovations at Stations 82

FGMARCHITECTS

March 12, 2024

Opinion of Probable Cost

FGMA#: 23-3804.02

	Item	Quantity	Unit	Cost/Unit Low	Cost/Unit High	Base Construction Cost Low	Base Construction Cost High	Remarks
1.0	**Fire Station 82 Building Addition**							
1.1	Building Addition	4,032	s.f.	$ 330	$ 380	$ 1,330,560	$ 1,532,160	
1.1	Misc. Interior Renovation work at Apparatus Bay	280	s.f.	$ 60	$ 75	$ 16,800	$ 21,000	Interior renovation workat Appartus Bay
1.2	Building Addition related site improvements	1	allow			$ 145,152	$ 185,472	This includes the new paved areas for parking and entry drives, utilities, etc.
1.3	Storm water detention updates	1	allow			$ -	$ -	Upon further review, updates to the detentions basin were not required.
1.4	**Fire Station 82 Exterior Items**							
1.5	Roof Replacement	1	allow			$ 51,720	$ 68,960	Replacement of the existing asphalt shingled roof with a new shingled roof to match the building addition.
1.6	**Fire Station 82 Interior Renovations**							
1.7	Kitchen Renovation	200	s.f.	$ 300	$ 350	$ 60,000	$ 70,000	
1.8	Day Room Updates	697	s.f.	$ 60	$ 75	$ 41,820	$ 52,275	
1.9	Locker Room Renovation	1,175	s.f.	$ 130	$ 155	$ 152,750	$ 182,125	The area of the locker room grew slightly.
1.10	General Finish updates at balance of spaces	712	s.f.	$ 40	$ 52	$ 28,480	$ 37,024	Wall painting, flooring updates, and interior lighting updates to LED fixtures at adjoining spaces.
1.11	Replacement of the existing HVAC system	1	allow			$ 85,400	$ 102,480	Replacment of furnace, condensor equipment, and controls
1.12	**Sub-Total Construction Budget (Station 82)**					**$ 1,912,682**	**$ 2,251,496**	
1.13	Design Contingency (5%)					$ 95,634	$ 112,575	
1.14	**TOTAL CONSTRUCTION BUDGET (STATION 82)**					**$ 2,008,316**	**$ 2,364,071**	
2.0	Construction Contingency Allowance(10%)					$ 200,832	$ 236,407	
3.0	**Sub-Total Construction Budget**					**$ 2,209,148**	**$ 2,600,478**	
4.0	**GENERAL CONDITIONS AND OH&P**							
4.1	General Contractor General Conditions (5%)					$ 110,457	$ 130,024	
4.2	General Contractor Bonds & Insurance (1.5%)					$ 33,137	$ 39,007	
4.3	General Contractor Overhead and Profit (5%)					$ 110,457	$ 130,024	
5.0	**TOTAL PRELIMINARY CONSTRUCTION BUDGET**					**$ 2,463,200**	**$ 2,899,533**	
						$ 2,385,753	$ 2,819,652	Initial Concept Budget 10.27.2023
6.0	**Allowances for Items to be Purchased by Owner**							
6.1	Allowance for Fixtures, Furniture, and Equipment					$ 49,264	$ 57,991	2% of Construction Cost
6.2	Technology and Audio/Visual					$ 49,264	$ 57,991	2% of Construction Cost
6.3	**Total Allowances for Items Purchased by Owner**					**$ 98,528**	**$ 115,981**	
7.0	**Allowances for Fees and Soft Costs**							
7.1	Architectural and Engineering Fees (10%)					$ 247,660	$ 247,660	Incl. Struct, MEP&FP, Civil, Landscape, testing
7.2	Material Testing During Construction					$ 8,000	$ 10,000	
7.3	Printing Costs					$ 1,200	$ 1,500	
7.4	Utility Company Charges (Electric, Gas, Telephone, Water)							Unknown at this time
7.5	Moving Costs							Unknown at this time
7.6	Utility costs during construction							Unknown at this time
7.7	Temporary locker room facilities					$ -	$ -	
7.8	**Total Allowances for Fees and Soft Costs**					**$ 256,860**	**$ 259,160**	
8.0	**Owner's Contingency (5%)**					**$ 123,160**	**$ 144,977**	
9.0	**Total Allowances for Fees and Soft Cost Items**					**$ 478,548**	**$ 520,118**	
10.0	**TOTAL PROJECT BUDGET**					**$ 2,941,748**	**$ 3,419,651**	
						$ 2,848,247	$ 3,366,886	Initial Project Budget 10.27.2023

12.0 Notes:

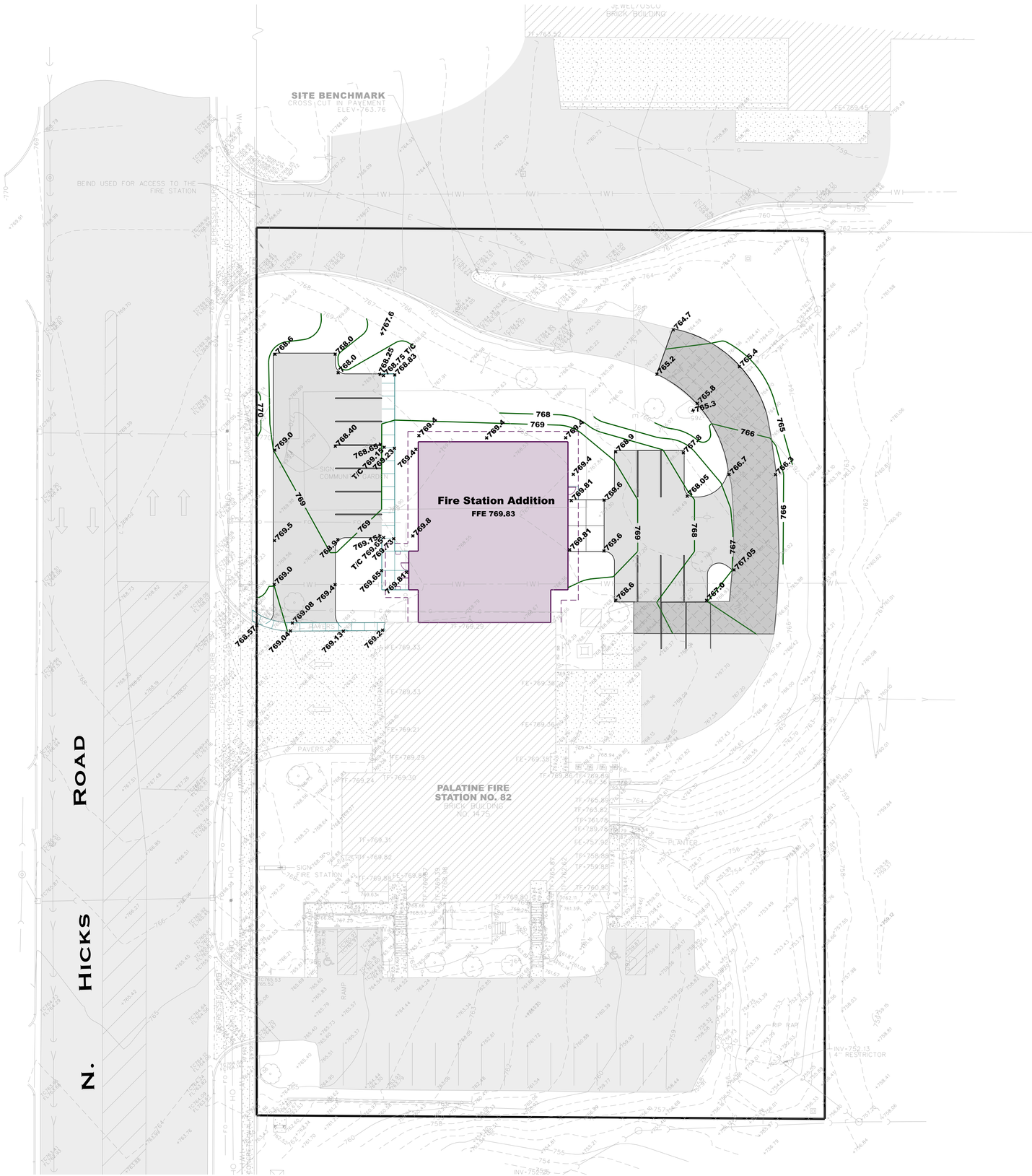
12.1 The budget is based upon a construction start in 2024.

12.2 The budget for this project is preliminary and is based on historical information. These costs may vary significantly as the project becomes more fully developed.

12.3 Estimate excludes: land purchase, premium costs for work done in phases, out of sequence, out of normal working hours, hazardous material removal, foundation

12.4 Project Budgets do not include legal fees or financing costs.

Attachment: 2024.03.12 - Palatine FD 82 and 85 Budget (Fire Stations 82 Addition Design Development)



CIVIL
WEBSTER, McGRATH & AHLBERG, LTD.
2100 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

STRUCTURAL
ORGANIZATION NAME
ADDRESS
CITY, STATE, ZIP
XXX.XXX.XXX (O) XXX.XXX.XXXX(F)
XXX STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

MECH/ELEC/PLUMBING
ORGANIZATION NAME
ADDRESS
CITY, STATE, ZIP
XXX.XXX.XXX (O) XXX.XXX.XXXX(F)
XXX STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

FIRE PROTECTION
ORGANIZATION NAME
ADDRESS
CITY, STATE, ZIP
XXX.XXX.XXX (O) XXX.XXX.XXXX(F)
XXX STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

Not for regulatory approval, permit or construction.

The information on this document is preliminary or incomplete, not for construction, recording purposes, or implementation.

ISSUANCE		
NO	DATE	DESCRIPTION

PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

Grading Plan

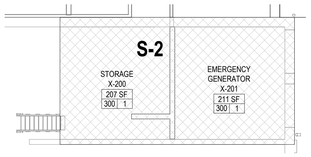
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JOB NO. 23-3804.01
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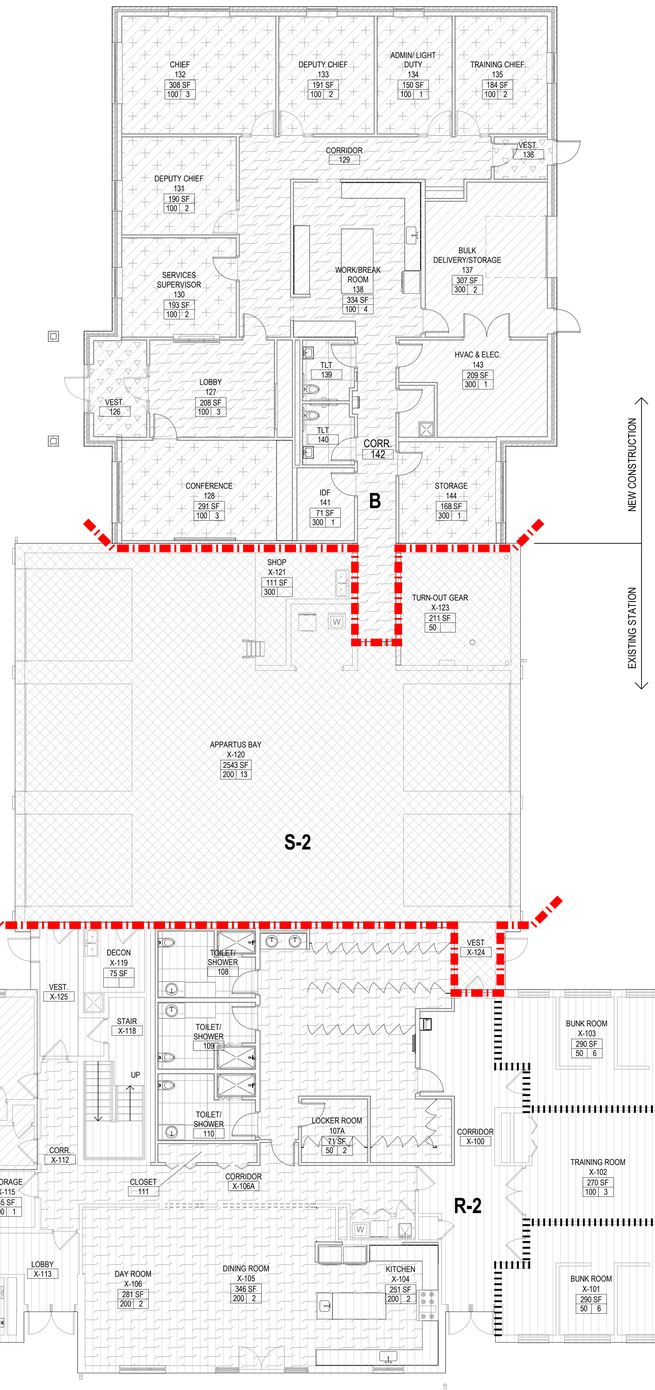
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Attachment: 2024-03-12_Palatine FS Progress Print (Fire Stations 82 Addition Design Development)

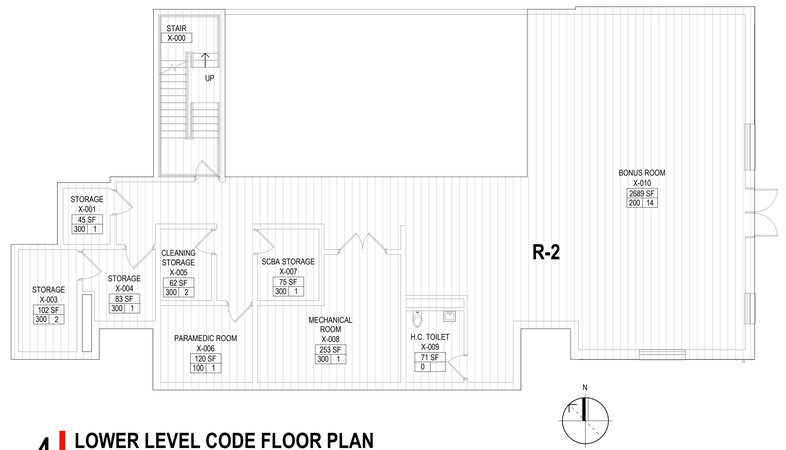
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5 MEZZANINE CODE FLOOR PLAN
1/8" = 1'-0"



2 MAIN LEVEL CODE FLOOR PLAN
1/8" = 1'-0"



4 LOWER LEVEL CODE FLOOR PLAN
1/8" = 1'-0"

GENERAL CODE COMPLIANCE NOTES

1. PROVIDE FIRE WALLS, FIRE AND SMOKE PARTITIONS AT LOCATIONS INDICATED ON THESE G-Series DRAWINGS. PROVIDE CONSTRUCTION IN ACCORDANCE WITH UL-TEST NUMBERS FOR RATINGS INDICATED.

   UNLESS OTHERWISE NOTED PROVIDE THE FOLLOWING UL-TEST DESIGNS:
   2HR RATED CMU: UL-U905; UL-U906;
   3HR RATED CMU: UL-U904;
   1HR RATED GYPSUM BOARD: UL-U419; UL-U448;
   1-1/2HR RATED GYPSUM BOARD: UL-U449
   2HR RATED GYPSUM BOARD: UL-U411; UL-U412; UL-U419;
   3HR RATED GYPSUM BOARD: UL-U419;UL-U435;
   1HR RATED SHAFTWALL: UL-U469;
   2HR RATED SHAFTWALL: UL-U467

2. FIRE RATED WALLS AND PARTITIONS SHALL BE CONTINUOUS, WITHOUT GAPS IN HORIZONTAL AND VERTICAL DIRECTIONS. SEAL ALL PENETRATIONS ACCORDING TO SPECIFIED OR SELECTED UL TESTS.

3. IN ADDITION TO SIGNS REQUIRED BY THE SPECIFICATIONS FOR EACH PENETRATION, PROVIDE STENCILLED SIGNS AT ALL ACCESSIBLE CONCEALED FLOOR, CEILING OR ATTIC SPACE WHICH INCORPORATES THE WORDS: "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS". PROVIDE AT LEASTE ONE OR MORE SIGNS ON BOTH SIDES OF EACH WALL SEGMENT SPACED AT LEAST 15' APART. LETTERING SHALL BE AT LEAST 2" IN HEIGHT.

4. STRUCTURAL FRAME SUPPORTING FIRE RATED WALLS: ALL STRUCTURAL COMPONENTS, INCLUDING COLUMNS, GIRDERS, BEAMS, JOISTS AND DECKS, SUPPORTING FIRE RATED SHAFT CONSTRUCTION SHALL BE FIRE RATED TO THE SAME LEVEL OF PROTECTION OF THE SHAFT. PROTECTION OF INDIVIDUAL BEAMS SHALL EXTEND TO THE ENTIRE SPAN OF THE STRUCTURE AND TO COLUMNS ALL THE WAY DOWN TO THE GROUND.

FIRE SUPPRESSION DELEGATED DESIGN: FIRE STATION TO BE FULLY SPRINKLERED. INTENT IS TO REUSE EXISTING SPRINKLER PIPING, AS MUCH AS POSSIBLE, AND RELOCATE/ADJUST HEAD LOCATIONS PER REVISED LAYOUT. REFER TO SPRINKLER SPECIFICATION FOR SCOPE AND REQUIREMENTS.

ROOM SCHEDULE - CODE INFORMATION

ROOM NUMBER	ROOM NAME	OCCUPANCY GROUP	ROOM AREA	S.F. PER OCCUPANT	CALCULATED OCCUPANCY
107	LOCKER ROOM		606 SF		
107A	LOCKER ROOM	RESIDENTIAL (R-2)	71 SF	50	1
108	TOILET/ SHOWER	RESIDENTIAL (R-2)	91 SF	0	
109	TOILET/ SHOWER	RESIDENTIAL (R-2)	91 SF	0	
110	TOILET/ SHOWER	RESIDENTIAL (R-2)	91 SF	0	
111	CLOSET	RESIDENTIAL (R-2)	32 SF	300	0
126	VEST.	BUSINESS (B)	92 SF	0	
127	LOBBY	BUSINESS (B)	208 SF	100	2
128	CONFERENCE	BUSINESS (B)	291 SF	100	3
129	CORRIDOR	BUSINESS (B)	331 SF	0	
130	SERVICES SUPERVISOR	BUSINESS (B)	193 SF	100	2
131	DEPUTY CHIEF	BUSINESS (B)	190 SF	100	2
132	CHIEF	BUSINESS (B)	308 SF	100	3
133	DEPUTY CHIEF	BUSINESS (B)	191 SF	100	2
134	ADMIN/ LIGHT DUTY	BUSINESS (B)	150 SF	100	1
135	TRAINING CHIEF	BUSINESS (B)	184 SF	100	2
136	VEST.	BUSINESS (B)	38 SF	0	
137	BULK DELIVERY/STORAGE	BUSINESS (B)	307 SF	300	1
138	WORK/BREAK ROOM	BUSINESS (B)	334 SF	100	3
139	TLT	BUSINESS (B)	52 SF	0	
140	TLT	BUSINESS (B)	52 SF	0	
141	IDF	BUSINESS (B)	71 SF	300	0
142	CORR.	BUSINESS (B)	137 SF	0	
143	HVAC & ELEC.	BUSINESS (B)	209 SF	300	1
144	STORAGE	BUSINESS (B)	168 SF	300	1
145	JAN CL.		31 SF		
X-000	STAIR	RESIDENTIAL (R-2)	170 SF	0	
X-001	STORAGE	RESIDENTIAL (R-2)	45 SF	300	0
X-002	CORRIDOR	RESIDENTIAL (R-2)	Not Placed	0	
X-003	STORAGE	RESIDENTIAL (R-2)	102 SF	300	0
X-004	STORAGE	RESIDENTIAL (R-2)	83 SF	300	0
X-005	CLEANING STORAGE	RESIDENTIAL (R-2)	62 SF	300	0
X-006	PARAMEDIC ROOM	RESIDENTIAL (R-2)	120 SF	100	1
X-007	SCBA STORAGE	RESIDENTIAL (R-2)	75 SF	300	0
X-008	MECHANICAL ROOM	RESIDENTIAL (R-2)	253 SF	300	1
X-009	H.C. TOILET	RESIDENTIAL (R-2)	71 SF	0	
X-010	BONUS ROOM	RESIDENTIAL (R-2)	2689 SF	200	13
X-100	CORRIDOR	RESIDENTIAL (R-2)	373 SF	0	
X-101	BUNK ROOM	RESIDENTIAL (R-2)	290 SF	50	6
X-102	TRAINING ROOM	RESIDENTIAL (R-2)	270 SF	100	3
X-103	BUNK ROOM	RESIDENTIAL (R-2)	290 SF	50	6
X-104	KITCHEN	RESIDENTIAL (R-2)	251 SF	200	1
X-104A	LAUNDRY	RESIDENTIAL (R-2)	26 SF	50	1
X-105	DINING ROOM	RESIDENTIAL (R-2)	346 SF	200	2
X-106	DAY ROOM	RESIDENTIAL (R-2)	281 SF	200	1
X-106A	CORRIDOR	RESIDENTIAL (R-2)	234 SF	0	
X-112	CORR.	RESIDENTIAL (R-2)	105 SF	0	
X-113	LOBBY	RESIDENTIAL (R-2)	123 SF	0	
X-114	H.C. TOILET	RESIDENTIAL (R-2)	59 SF	0	
X-115	STORAGE	RESIDENTIAL (R-2)	45 SF	300	0
X-116	STATION OFFICE	BUSINESS (B)	220 SF	100	2
X-117	COMPANY OFFICE	BUSINESS (B)	246 SF	100	2
X-118	STAIR	RESIDENTIAL (R-2)	142 SF	0	
X-119	DECON	RESIDENTIAL (R-2)	75 SF	300	0
X-120	APPARTUS BAY	STORAGE (S-2)	2543 SF	200	13
X-121	SHOP	STORAGE (S-2)	111 SF	300	0
X-122	LAUNDRY	STORAGE (S-2)	64 SF	200	0
X-123	TURN-OUT GEAR	STORAGE (S-2)	211 SF	50	4
X-124	VEST.	STORAGE (S-2)	46 SF	0	
X-125	VEST.	RESIDENTIAL (R-2)	101 SF	0	
X-200	STORAGE	STORAGE (S-2)	207 SF	300	1
X-201	EMERGENCY GENERATOR	STORAGE (S-2)	211 SF	300	1
Grand total			15058 SF		85

CODE TAG LEGEND

ROOM TAGS

ROOM — ROOM NAME
A100 — ROOM NUMBER
150 SF — ROOM OCCUPIABLE SQUARE FOOTAGE
100 10 — ROOM OCCUPANCY LOAD - CALCULATED
S.F. / OCCUPANT (TABLE 1004.1.1)

DOOR TAG

EXIT CAPACITY PROVIDED
A100 — DOOR NUMBER
227 34" — EXITING CLEAR WIDTH PROVIDED (INCHES)
120 18" — EXITING WIDTH REQUIRED (INCHES)
EXIT CAPACITY REQUIRED

STAIR TAG

EXIT CAPACITY PROVIDED
A100 — STAIR NUMBER
400 60" — EXITING CLEAR WIDTH PROVIDED (INCHES)
227 34" — EXITING WIDTH REQUIRED (INCHES)
EXIT CAPACITY REQUIRED

PATH OF TRAVEL TAG

48'-6" — LENGTH OF PATH OF TRAVEL IN FEET AND INCHES

DIRECTION OF TRAVEL TAG

220 — INDICATES NUMBER OF PEOPLE TRAVELING IN DIRECTION SHOWN
220 — SAME TAG AS ABOVE, SMALLER SIZE

1 LEGEND - CODE PLAN / FIRE RESISTIVE RATINGS
n.t.s

fgma
FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

CIVIL
WEBSTER, McGRATH & AHLBERG, LTD.
2100 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY NO. 184.007570-0015

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

Not for regulatory approval, permit or construction.

The information on this document is preliminary or incomplete, not for construction, recording purposes, or implementation.

ISSUANCE		
NO	DATE	DESCRIPTION

PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

100% SD ISSUANCE (UPDATE)

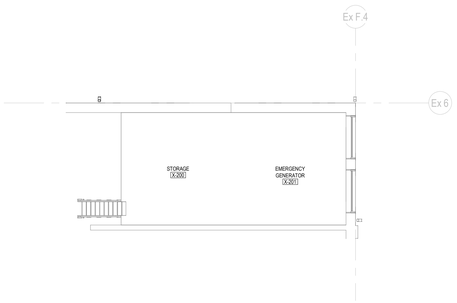
CODE COMPLIANCE PLAN

SHEET NO.
G1.1

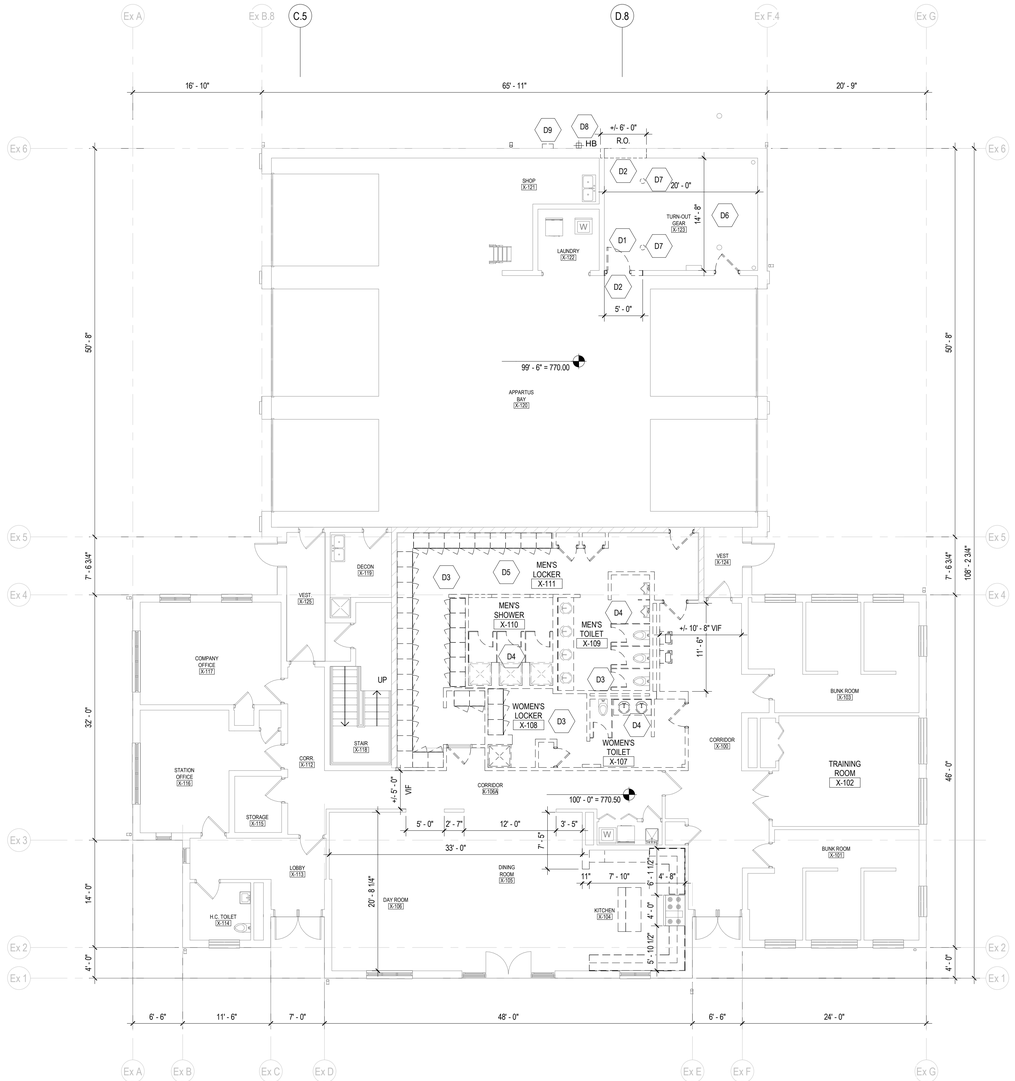
JOB NO. 23-3804.01
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Attachment: 2024-03-12_Palatine FS Progress Print (Fire Station 82 Addition Design Development)

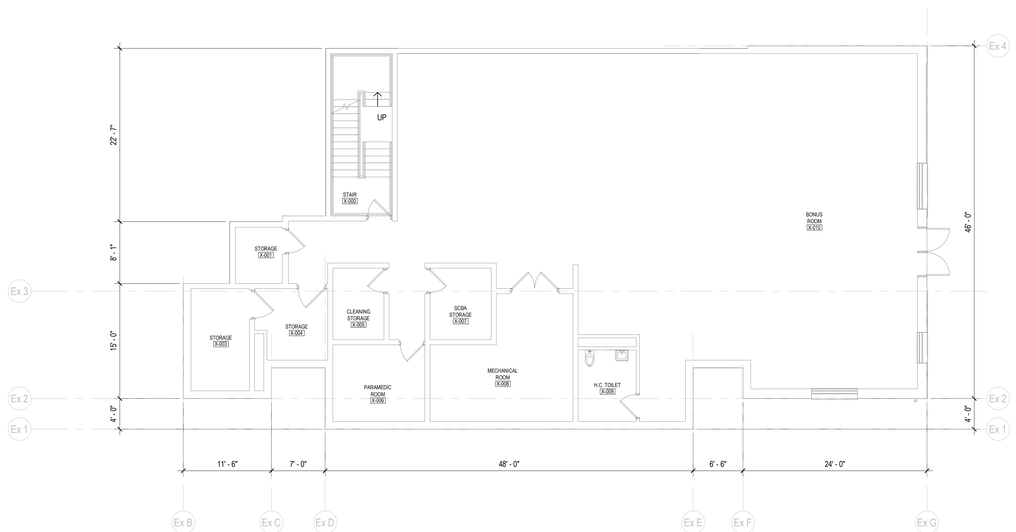
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3 MEZZANINE LEVEL DEMOLITION FLOOR PLAN
1/8" = 1'-0"



1 MAIN LEVEL DEMOLITION FLOOR PLAN
1/8" = 1'-0"



2 LOWER LEVEL DEMOLITION FLOOR PLAN
1/8" = 1'-0"



DEMOLITION PLAN LEGEND
nts

GENERAL DEMOLITION NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. VERIFY LOCATION AND CONDITION OF WALLS, CEILINGS, FLOORS, EQUIPMENT, FIXTURES AND ALL INCIDENTAL ACCESSORIES, PRIOR TO DEMOLITION. REPORT DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING CONDITION TO THE ARCHITECT/ENGINEER.
3. DO NOT BLOCK EXITS AND EXIT PASSAGE WAYS. MAINTAIN EXITS AS INDICATED, AND IF NOT INDICATED, MAINTAIN AT LEAST TWO EXITS OUT OF ALL AREAS IN ACCORDANCE WITH LOCAL JURISDICTION, AT ALL TIMES DURING DEMOLITION.
4. PRIOR TO ANY DEMOLITION OPERATION, SHORE AND PROTECT ADJACENT BUILDING AREA SO AS TO MAINTAIN THE STRUCTURAL INTEGRITY AND STABILITY OF THE PORTIONS OF THE BUILDING TO REMAIN.
5. PROTECT ADJACENT SURFACES TO REMAIN. REPAIR DAMAGED SURFACES SCHEDULED TO REMAIN USING MATERIALS AND METHODS TO MATCH EXISTING CONSTRUCTION.
6. REMOVE ALL WALLS AND PARTITIONS SCHEDULED TO BE REMOVED INCLUDING ALL INCIDENTAL ACCESSORIES THEREIN, INCLUDING BUT NOT LIMITED TO ELECTRICAL MECHANICAL AND PLUMBING APPURTENANCES AND ALL CONDUIT, WIRING AND PIPING.
7. REMOVE CONDUIT, WIRING AND PIPING NOT SCHEDULED TO BE RE-ROUTED, TO NEAREST POINT CONCEALED BEHIND CONSTRUCTION TO REMAIN, AND CAP ENDS.
8. REMOVE ALL DEBRIS FROM SITE ON A DAILY BASIS AND DISPOSE OF LEGALLY.
9. DASHED LINES INDICATE MATERIAL TO BE REMOVED. REMOVE CONSTRUCTION UP TO DEFINED LIMITS. REFER TO SHEET KEY NOTES FOR SPECIFIC INFORMATION.
10. IF REQUIRED, OWNER'S ABATEMENT CONTRACTOR TO PERFORM ASBESTOS ABATEMENT OR OTHER HAZARDOUS OR TOXIC SUBSTANCE REMOVAL AS INDICATED, IN ACCORDANCE WITH SPECIFICATIONS AND WITH AUTHORITIES HAVING JURISDICTION, PRIOR TO STARTING GENERAL DEMOLITION ACTIVITIES.
11. FOR DETAILED CIVIL DEMOLITION NOTES, REFER TO CIVIL DRAWINGS.
12. FOR DETAILED MECHANICAL DEMOLITION NOTES, REFER TO MECHANICAL DRAWINGS.
13. FOR DETAILED PLUMBING AND FIRE PROTECTION DEMOLITION NOTES, REFER TO PLUMBING AND FIRE PROTECTION DRAWINGS.
14. FOR DETAILED ELECTRICAL DEMOLITION NOTES, REFER TO ELECTRICAL DRAWINGS.
15. FOR DETAILED STRUCTURAL DEMOLITION NOTES, REFER TO STRUCTURAL DRAWINGS.

DEMO PLAN KEYED NOTES	
TAG	DESCRIPTION
D1	DEMOLISH EXISTING DOOR, FRAME, AND HARDWARE IN ITS ENTIRETY.
D2	DEMOLISH PORTION OF EXISTING MASONRY WALL WITHIN LIMITS INDICATED. COORDINATE WITH NEW CONSTRUCTION.
D3	REMOVE CEILING SYSTEM IN ITS ENTIRETY, INCLUDING ALL MEP/FP EQUIPMENT, LIGHT FIXTURES, SPEAKERS, AND DEVICES ETC.
D4	REMOVE EXISTING PLUMBING FIXTURE(S) IN ITS ENTIRETY AND ALL ASSOCIATED PIPING, SUPPORTS, ETC. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
D5	REMOVE FLOOR TILE, WALL BASE, AND MASTIC IN ITS ENTIRETY AND PREP TO RECEIVE NEW FLOOR FINISH.
D6	DEMOLISH EXISTING LIGHT FIXTURES AND SALVAGE FOR REINSTALLATION. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
D7	DEMOLISH EXISTING FLOOR DRAIN. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
D8	DEMOLISH EXISTING HOSE BIB AND CAP. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
D9	DEMOLISH EXISTING DRYER VENT, INFILL OPENING AND REWORK DUCT ROUTE. REFER TO MECHANICAL DRAWINGS.
D31	DEMOLISH EXISTING ROOFING SYSTEM IN INTS ENTIRETY TO EXISTING PLYWOOD DECK AND PREPARE FOR NEW ASPHALT ROOFING SYSTEM.
D32	DEMOLISH PORTION OF EXISTING ROOF, GUTTERS, AND DOWNSPOUTS FOR NEW ROOF SYSTEM FRAMING. REFER TO STRUCTURAL FOR ADDITIONAL INFORMATION. COORDINATE WITH NEW CONSTRUCTION.
D33	DEMOLISH EXISTING ROOFTOP EQUIPMENT, VENTS, STACKS, ETC. FOR NEW BUILDING ADDITION ROOF. COORDINATE REINSTALLATION/RELOCATION OF EQUIPMENT WITH NEW CONSTRUCTION. REFER TO MECH/ELEC/PLUMB DRAWINGS.

GENERAL DEMO NOTES/KEYNOTES
nts

fgma
FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

CIVIL
WEBSTER, McGRATH & AHLBERG, LTD.
2320 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
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ISSUANCE		
NO	DATE	DESCRIPTION

PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

100% SD ISSUANCE (UPDATE)

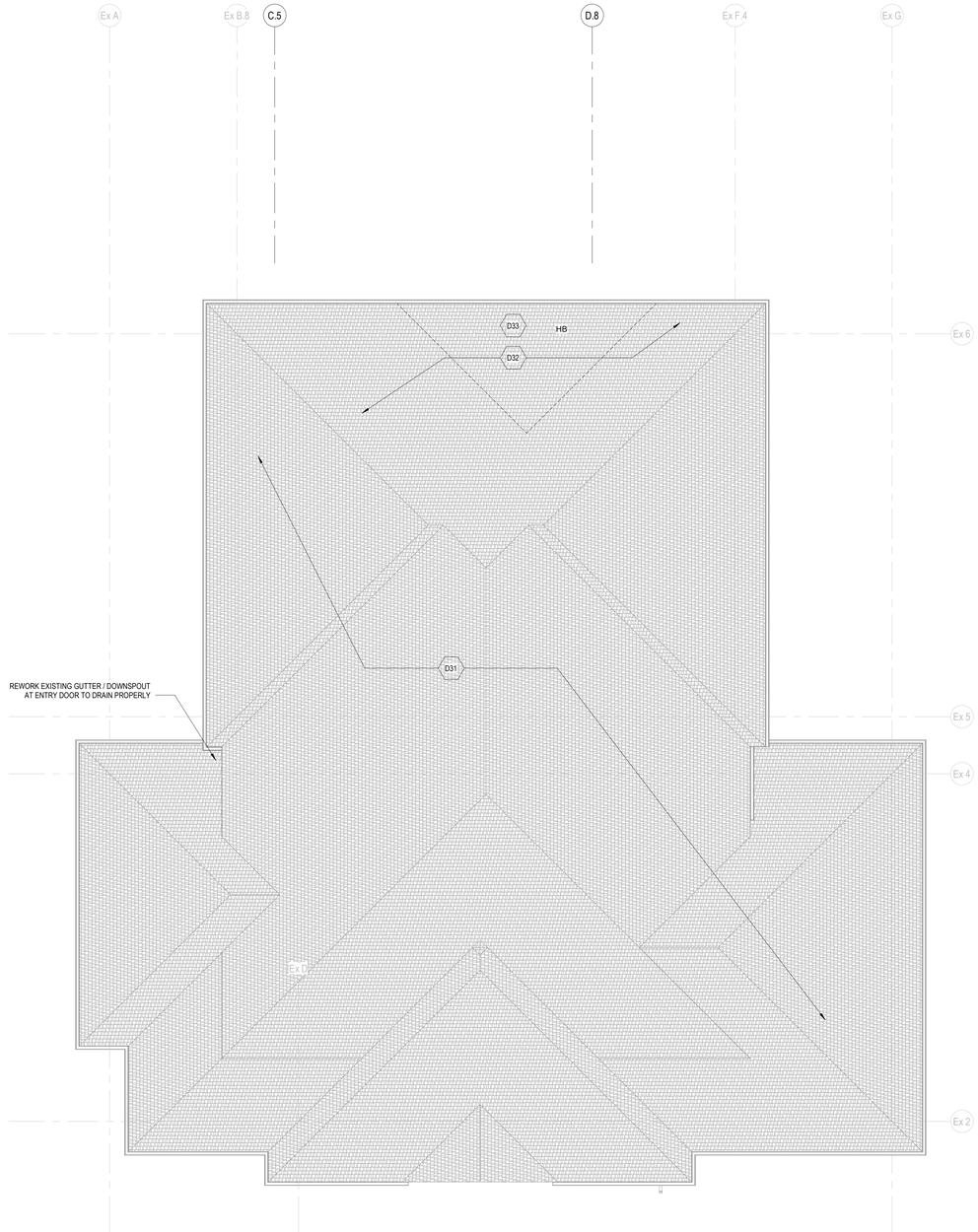
DEMOLITION FLOOR PLANS

SHEET NO.
AD1.1

JOB NO. 23-3804.01
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Attachment: 2024-03-12_Palatine FS Progress Print (Fire Stations 82 Addition Design Development)

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1 DEMOLITION ROOF PLAN
1/8" = 1'-0"

GENERAL DEMOLITION NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. VERIFY LOCATION AND CONDITION OF WALLS, CEILINGS, FLOORS, EQUIPMENT, FIXTURES AND ALL INCIDENTAL ACCESSORIES, PRIOR TO DEMOLITION. REPORT DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING CONDITION TO THE ARCHITECT/ENGINEER.
3. DO NOT BLOCK EXITS AND EXIT PASSAGE WAYS. MAINTAIN EXITS AS INDICATED, AND IF NOT INDICATED, MAINTAIN AT LEAST TWO EXITS OUT OF ALL AREAS IN ACCORDANCE WITH LOCAL JURISDICTION, AT ALL TIMES DURING DEMOLITION.
4. PRIOR TO ANY DEMOLITION OPERATION, SHORE AND PROTECT ADJACENT BUILDING AREA SO AS TO MAINTAIN THE STRUCTURAL INTEGRITY AND STABILITY OF THE PORTIONS OF THE BUILDING TO REMAIN.
5. PROTECT ADJACENT SURFACES TO REMAIN. REPAIR DAMAGED SURFACES SCHEDULED TO REMAIN USING MATERIALS AND METHODS TO MATCH EXISTING CONSTRUCTION.
6. REMOVE ALL WALLS AND PARTITIONS SCHEDULED TO BE REMOVED INCLUDING ALL INCIDENTAL ACCESSORIES THEREIN, INCLUDING BUT NOT LIMITED TO ELECTRICAL MECHANICAL AND PLUMBING APPURTENANCES AND ALL CONDUIT, WIRING AND PIPING.
7. REMOVE CONDUIT, WIRING AND PIPING NOT SCHEDULED TO BE RE-ROUTED, TO NEAREST POINT CONCEALED BEHIND CONSTRUCTION TO REMAIN, AND CAP ENDS.
8. REMOVE ALL DEBRIS FROM SITE ON A DAILY BASIS AND DISPOSE OF LEGALLY.
9. DASHED LINES INDICATE MATERIAL TO BE REMOVED. REMOVE CONSTRUCTION UP TO DEFINED LIMITS. REFER TO SHEET KEY NOTES FOR SPECIFIC INFORMATION.
10. IF REQUIRED, OWNER'S ABATEMENT CONTRACTOR TO PERFORM ASBESTOS ABATEMENT OR OTHER HAZARDOUS OR TOXIC SUBSTANCE REMOVAL WORK INDICATED, IN ACCORDANCE WITH SPECIFICATIONS AND WITH AUTHORITIES HAVING JURISDICTION, PRIOR TO STARTING GENERAL DEMOLITION ACTIVITIES.
11. FOR DETAILED CIVIL DEMOLITION NOTES, REFER TO CIVIL DRAWINGS.
12. FOR DETAILED MECHANICAL DEMOLITION NOTES, REFER TO MECHANICAL DRAWINGS.
13. FOR DETAILED PLUMBING AND FIRE PROTECTION DEMOLITION NOTES, REFER TO PLUMBING AND FIRE PROTECTION DRAWINGS.
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GENERAL DEMO NOTES/KEYNOTES
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fgma
FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

CIVIL
WEBSTER, McGRATH & AHLBERG, LTD.
2100 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
HOFFMAN ESTATES, IL 60192
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PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

100% SD ISSUANCE (UPDATE)

DEMOLITION ROOF PLAN

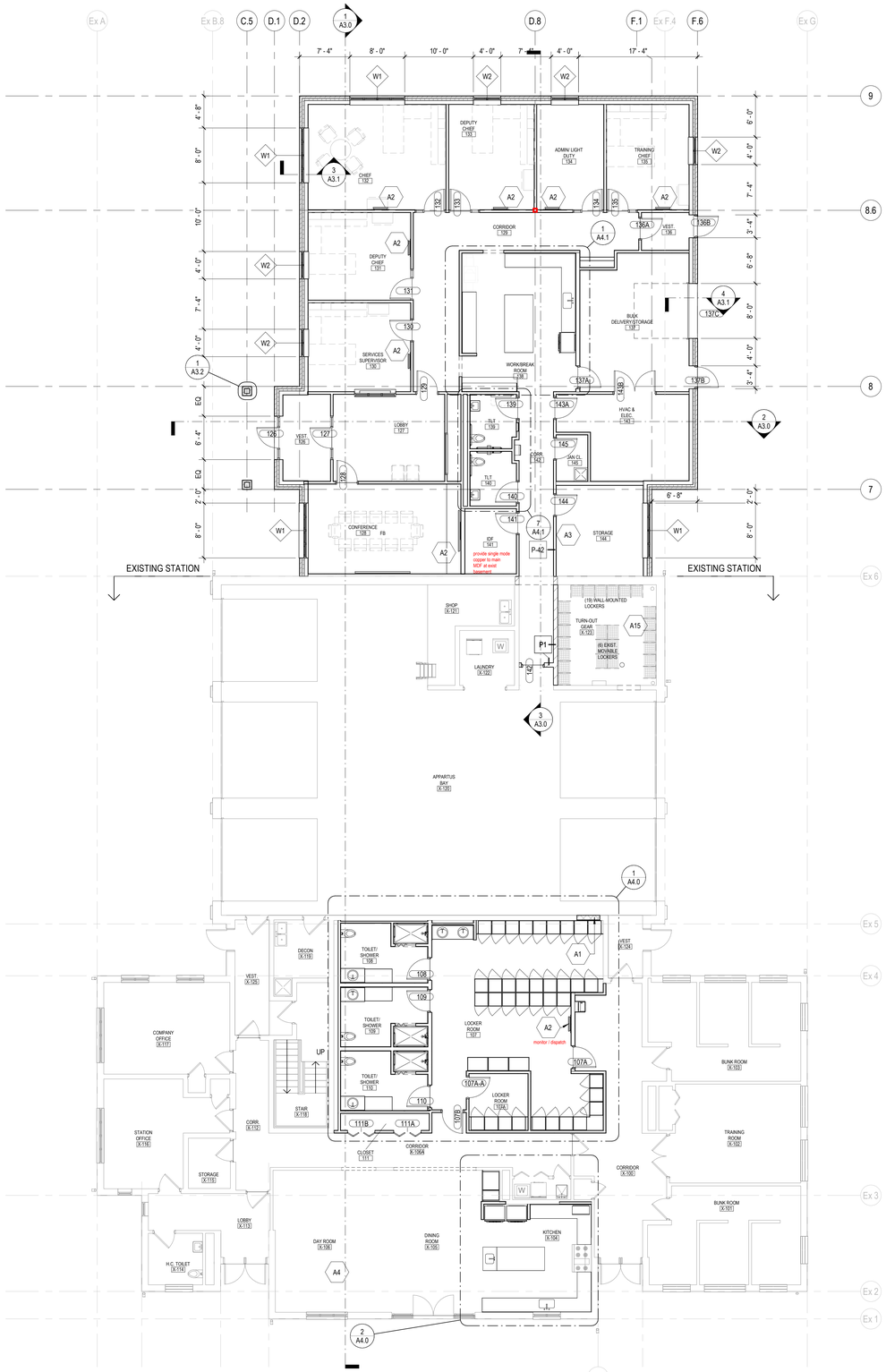
SHEET NO.
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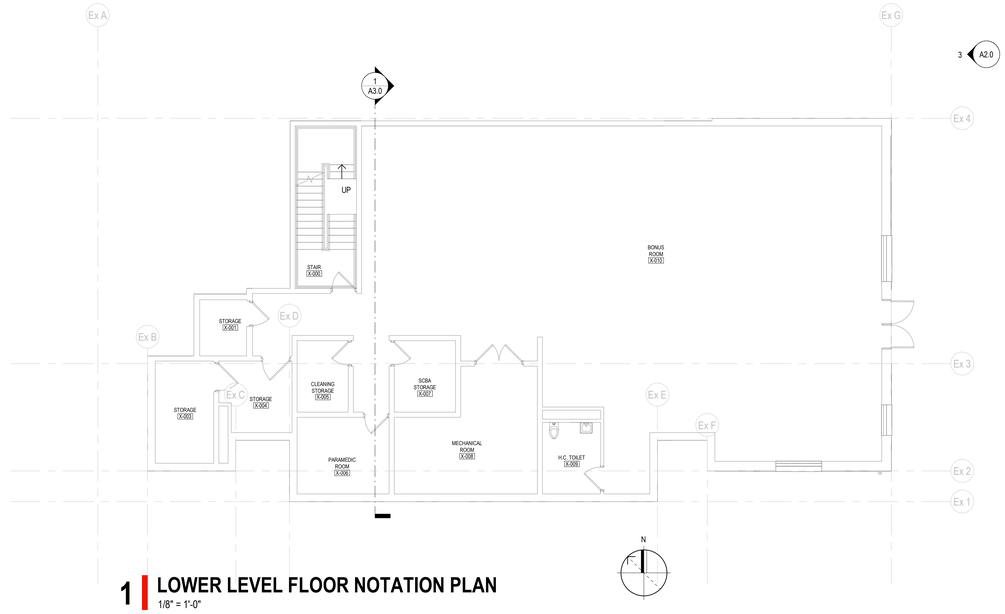
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2 MAIN LEVEL FLOOR NOTATION PLAN
1/8" = 1'-0"



3 MEZZANINE FLOOR NOTATION PLAN
1/8" = 1'-0"



1 LOWER LEVEL FLOOR NOTATION PLAN
1/8" = 1'-0"

SPECIALTY EQUIPMENT SCHEDULE

TAG	DESCRIPTION	TAG	DESCRIPTION
FE-1	FIRE EXTINGUISHER & MOUNTING BRACKET	PS-#	(__") x (__") ELECTRICALLY OPERATED PROJECTION SCREEN WITHOUT AUTOMATIC CEILING CLOSURE
FEC-1	FIRE EXTINGUISHER CABINET (RECESSED)	PS-#	REAR PROJECTION SCREEN
FEC-2	FIRE EXTINGUISHER CABINET (SEMI-RECESSED)	RA-#	RESIDENTIAL APPLIANCE (SEE RA LEGEND)
FEC-3	FIRE EXTINGUISHER CABINET (SURFACE MOUNTED)	SGN-#	SIGNAGE (SEE SIGNAGE TYPES)
LKR-#	LOCKER (SEE LOCKER TYPES)	TBA-#	TOILET AND BATH ACCESSORY (SEE SHEET AX.#)
PS-#	(__") x (__") ELECTRICALLY OPERATED PROJECTION SCREEN WITH AUTOMATIC CEILING CLOSURE	VDB-#	VISUAL DISPLAY BOARD (SEE VDB LEGEND)

VISUAL DISPLAY BOARD SCHEDULE

TAG	DESCRIPTION	TAG	DESCRIPTION
VDB-1	CHALK BOARD	VDB-11	MODULAR SUPPORT FOR VISUAL DISPLAY BOARDS
VDB-2	MARKER BOARD	VDB-12	ELECTRONIC MARKER BOARD
VDB-3	FREE STANDING VISUAL DISPLAY BOARD	VDB-21	MANUALLY OPERATED PROJECTION SCREEN
VDB-4	TACK BOARD	VDB-22	ELECRONICALLY OPERATED PROJECTION SCREEN WITH AUTOMATIC CEILING CLOSURE
VDB-5	VISUAL DISPLAY FABRIC	VDB-23	ELECRONICALLY OPERATED PROJECTION SCREEN WITHOUT AUTOMATIC CEILING CLOSURE
VDB-6	VISUAL DISPLAY WALL PANEL	VDB-24	REAR-PROJECTION SCREEN
VDB-7	VISUAL DISPLAY RAIL		
VDB-8.1	HORIZONTAL SLIDING VISUAL DISPLAY UNIT		
VDB-8.2	VERTICAL SLIDING VISUAL DISPLAY UNIT		
VDB-9	VISUAL DISPLAY CONFERENCE UNIT		
VDB-10	RAIL SUPPORT SYSTEM FOR VISUAL DISPLAY BOARDS		

NOTE: WHERE TAG IS INDICATED AS "VBD- # # (# - #)" THE NUMBER IN PARENTHESIS INDICATES LENGTH OF BOARD IN FEET AND INCHES.

OWNER PROVIDED EQUIPMENT - N.I.C.

TAG	DESCRIPTION	TAG	DESCRIPTION
RA-#	ELECTRIC RANGE	RA-#	TRASH COMPACTOR
RA-#	GAS RANGE	RA-#	DISH WASHER
RA-#	ELECTRIC COOKTOP	RA-#	CLOTHES WASHER
RA-#	GAS COOKTOP	RA-#	CLOTHES DRYER
RA-#	MICROWAVE OVEN	RA-#	COMBO WASHER / DRYER
RA-#	REFRIGERATOR	RA-#	RESIDENTIAL EXHAUST HOOD
RA-#	FREEZER	RA-#	COMMERCIAL EXHAUST HOOD
RA-#	COMBO REFRIG / FREEZER		
RA-#	ICE MAKER		

GENERAL FLOOR PLAN NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. REFER TO PARTITION TYPES FOR THICKNESS OF WALLS AND PARTITIONS.
3. WALL AND PARTITION DIMENSIONS ARE SHOWN TO FINISHED FACE OF WALL.
4. DIMENSIONS FOR AREAS DRAWN AT A LARGER SCALE ARE SHOWN ON ENLARGED SCALE PLANS. SEE A4 SERIES DRAWINGS.
5. UNLESS OTHERWISE NOTED, WALLS AND PARTITIONS WHICH ARE SHOWN TO BE ON A GRID LINE OR IMMEDIATELY NEXT TO A GRID LINE SHALL BE LOCATED PARALLEL WITH THE GRID LINE WITH THE FACE OF THE WALL 1" AWAY FROM THE LEG OF THE STEEL JOIST. (SEE A-X SERIES)
6. WALLS AND PARTITIONS WHICH ARE NOT INTENDED TO BE LAID OUT ON A RADIUS, ARE SHOWN TO BE PERPENDICULAR (--) OR AT SOME ANGLE (--) TO THE ADJOINING WALLS OR PERPENDICULAR TO A GRID LINE (--).
7. FOR PARTITION TYPES, SEE A6 SERIES DRAWINGS.
8. FOR TYPICAL COLUMN ENCLOSURE DETAILS, SEE A4 SERIES DRAWINGS.
9. FOR FINISH PLAN, SEE A1 SERIES DRAWINGS.
10. FOR DOOR AND FRAME INFORMATION, SEE A5 SERIES DRAWINGS.
11. FOR WINDOW AND STOREFRONT TYPES, SEE ELEVATIONS ON A5 SERIES DRAWINGS.
12. FOR EXTERIOR ENVELOPE DETAILS, SEE A3 SERIES DRAWINGS.
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19. FURNITURE AND EQUIPMENT SHOWN DOTTED IS NOT IN CONTRACT AND IS SHOWN FOR COORDINATION PURPOSES.
20. SEE SPECIFICATION SECTION 011000 - "SUMMARY" OR 011001 "GENERAL REQUIREMENTS FOR SMALL PROJECTS" FOR RESPONSIBILITY FOR WORK UNDER OTHER CONTRACTS AND FOR OWNER FURNISHED - CONTRACTOR INSTALLED WORK

FLOOR PLAN KEYED NOTES	
TAG	DESCRIPTION
A1	INFILL EXISTING OPENING.
A2	WALL-MOUNTED MONITOR. OWNER-PROVIDED. CONTRACTOR INSTALLED. PROVIDE BLOCKING AS REQUIRED.
A3	PROVIDE POWER/DATA FOR FUTURE WALL-MOUNTED MONITOR.
A4	PROVIDE FLOOR BOXES. COORDINATE WITH ELECTRICAL DRAWINGS.
A15	REINSTALL EXISTING LOCKERS

1 GENERAL FLOOR PLAN NOTES
nts

WALL FIRE RESISTANCE LEGEND

WALLS / PARTITIONS

- 1-HR SMOKE SEPARATION ASSEMBLY
  RATING GRAPHIC AT OPENINGS
- 1-HR FIRE SEPARATION ASSEMBLY
- 2-HR FIRE SEPARATION ASSEMBLY
- 3-HR FIRE SEPARATION ASSEMBLY

OPENINGS INCLUDING DOORS, WINDOWS, CURTAIN WALLS, STORE FRONTS, ETC. IN RATED WALLS AND PARTITIONS SHALL CARRY APPLICABLE OPENING RATING TO MATCH WALL RATING UNLESS NOTED OTHERWISE.

REFER TO WALL ASSEMBLY LEGENDS AND PARTITION TYPE DETAILS FOR ASSEMBLY INFORMATION .

fgma
FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

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2320 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
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STRUCTURAL
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NAPERVILLE, IL 60540
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MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
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NOTATION FLOOR PLANS

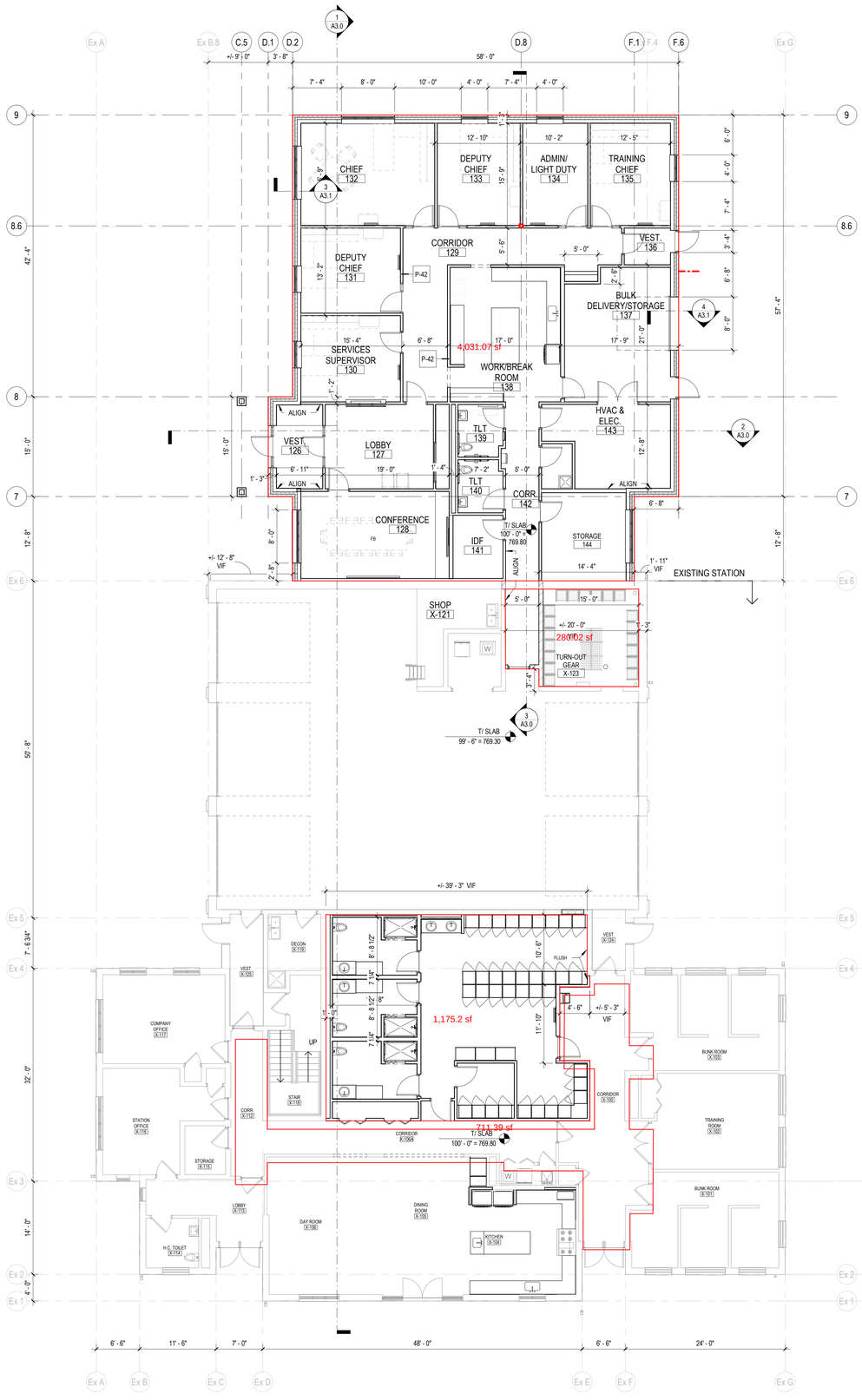
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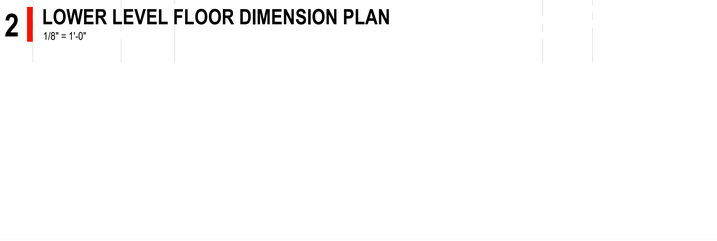
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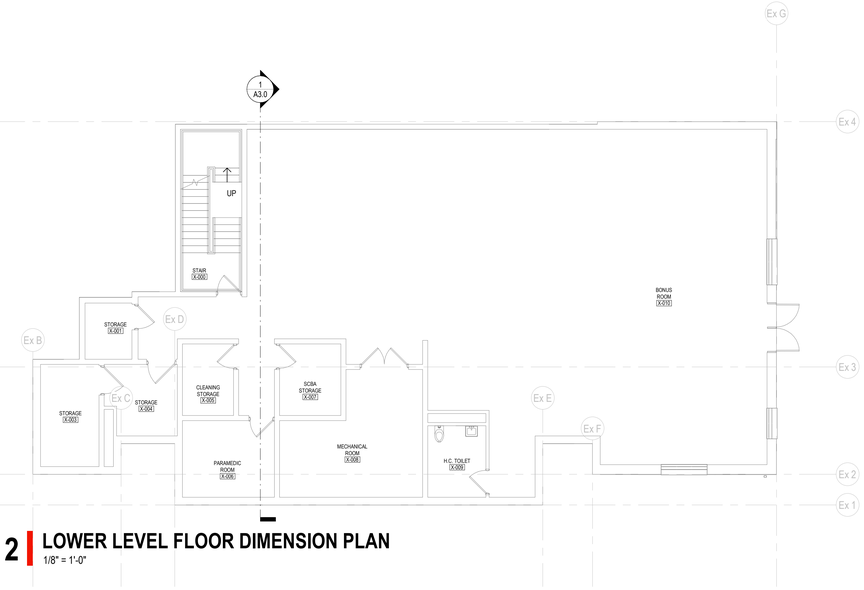
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1 EXISTING MAIN LEVEL FLOOR PLAN
1/8" = 1'-0"



3 MEZZANINE FLOOR DIMENSION PLAN
1/8" = 1'-0"



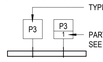
2 LOWER LEVEL FLOOR DIMENSION PLAN
1/8" = 1'-0"

GENERAL FLOOR PLAN NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. REFER TO PARTITION TYPES FOR THICKNESS OF WALLS AND PARTITIONS.
3. WALL AND PARTITION DIMENSIONS ARE SHOWN TO FINISHED FACE OF WALL
4. DIMENSIONS FOR AREAS DRAWN AT A LARGER SCALE ARE SHOWN ON ENLARGED SCALE PLANS. SEE A4 SERIES DRAWINGS.
5. UNLESS OTHERWISE NOTED, WALLS AND PARTITIONS WHICH ARE SHOWN TO BE ON A GRID LINE OR IMMEDIATELY NEXT TO A GRID LINE SHALL BE LOCATED PARALLEL WITH THE GRID LINE WITH THE FACE OF THE WALL 1" AWAY FROM THE LEG OF THE STEEL JOIST. (SEE A-X SERIES)
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PARTITION SPECIAL CONDITION NOTES

NOTE: PARTITIONS SHALL EXTEND TO DECK OR STRUCTURE ABOVE UNLESS INDICATED BY SPECIAL CONDITIONS BELOW.



1. PARTITION HEIGHT TO EXTEND 6" ABOVE HIGHEST ADJACENT FINISH CEILING.
2. PARTITION TO EXTEND TO FACE OF FINISH CEILING ABOVE.
3. TOP OF PARTITION TO EXTEND 48" ABOVE FLOOR SLAB.
4. SLOPED OR STEPPED TOP OF PARTITION. REFER TO DETAILS.

GENERAL PARTITION NOTES

1. PROVIDE HORIZONTAL JOINT REINFORCING AT ALL MASONRY PARTITIONS. PROVIDE JOINT REINFORCING @ EACH SECOND COURSE AND ONE COURSE BELOW AND ABOVE OPENINGS UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL REINFORCING.
2. FOR WALL FINISHES SEE FINISH PLANS OR ROOM FINISH SCHEDULE.
3. FOR EXTERIOR WALLS SEE WALL SECTIONS ON A3-SERIES DRAWINGS.
4. ALL PARTITION FRAMING AND FINISH SHALL EXTEND TO FLOOR OR ROOF STRUCTURE ABOVE AND SHALL BE TAPED AND FINISHED, UNLESS NOTED OTHERWISE.
5. PROVIDE 3" SOUND ATTENUATING INSULATION AT ALL STUD WALL PARTITIONS, UNLESS NOTED OTHERWISE.
6. FOR LOCATION AND RATINGS OF FIRE RESISTIVE PARTITIONS, SEE G-SERIES CODE COMPLIANCE PLANS, IN ADDITION TO INFORMATION GIVEN ON INDIVIDUAL PARTITION TYPES.
7. PROVIDE IMPACT RESISTANT GYPSUM BOARD PANELS WHERE SCHEDULED UP TO 6" ABOVE CEILINGS.
8. PROVIDE DOUBLE STUDS AT ALL JAMBS AND EXTEND TO STRUCTURE ABOVE AND TIE TOGETHER.
9. PROVIDE CMU BULLNOSE SHAPE AT ALL EXPOSED CORNERS WHICH ARE NOT COVERED BY ANOTHER MATERIAL OR FINISH.
10. PROVIDE CEMENT BACKING BOARD AT ALL WALL TILE LOCATIONS, UNLESS NOTED OTHERWISE.

1 GENERAL FLOOR PLAN NOTATIONS
nts

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NO	DATE	DESCRIPTION

PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

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DIMENSION FLOOR PLANS

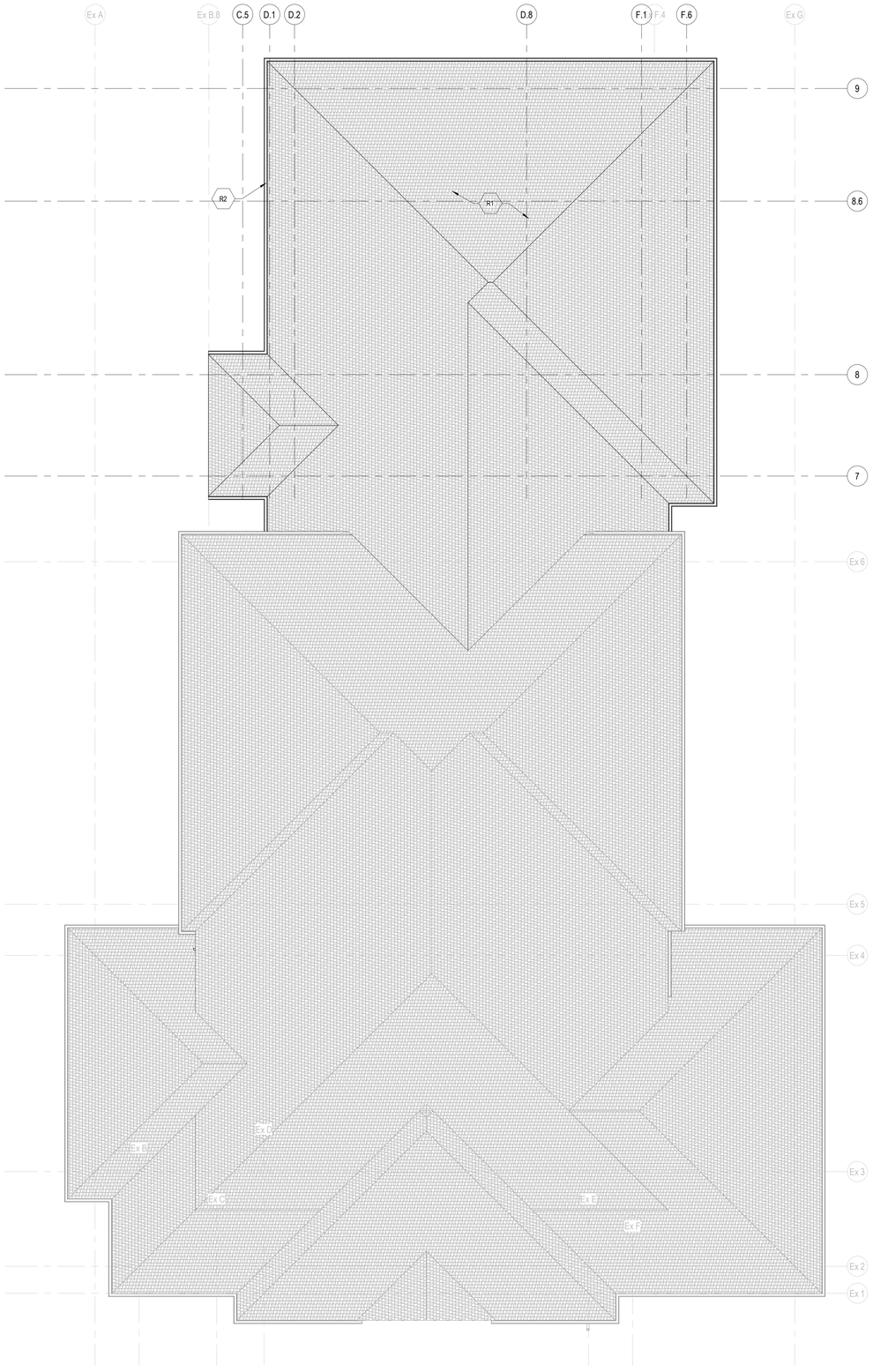
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1 **ROOF PLAN**
1/8" = 1'-0"

ROOF PLAN KEYED NOTES	
TAG	DESCRIPTION
R1	PROVIDE ASPHALT ROOFING SYSTEM. COLOR TO BE SELECTED BY ARCHITECT.
R2	GUTTER SYSTEM. COLOR TO BE SELECTED BY ARCHITECT.

ROOF PLAN LEGEND

INDICATES CRICKETS

ROOF AREA

ROOF ASSEMBLY

INSULATION ASSEMBLY

VTR — VENT THRU ROOF. REFER TO DETAIL #/AX.X AND MEP DRAWINGS

EF — EXHAUST FAN. REFER TO DETAIL #/AX.X AND MEP DRAWINGS

GENERAL ROOF NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. COORDINATE ROOF PENETRATIONS WITH STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTORS.
3. ALL ROOF SADDLES/CRICKETS SHALL HAVE A MINIMUM OF 1/2" PER FOOT SLOPE, UNLESS NOTED OTHERWISE.
4. PROVIDE CRICKETS/ROOF CURBS FOR ALL EQUIPMENT SCHEDULED TO BE ON THE ROOF OR OPENINGS. COORDINATE SIZE AND LOCATION.
5. DIMENSIONS AND LOCATIONS OF EQUIPMENT ON THE ROOF ARE APPROXIMATE. DO NOT SCALE THE DRAWINGS.
6. PROVIDE TAPERED INSULATION AS REQUIRED TO ACHIEVE 1/4" PER FOOT MINIMUM SLOPE. COORDINATE WITH STRUCTURAL DRAWINGS, UNLESS NOTED OTHERWISE.

GENERAL RE-ROOF NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. VERIFY CONDITION OF THE ROOF AND LOCATION OF ALL EQUIPMENT, FIXTURES, PIPING AND OTHER ITEMS ON THE ROOF PRIOR TO DEMOLITION OR REMOVAL ACTIVITIES. REPORT DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS TO THE ARCHITECT. VERIFY DIMENSIONS.
3. RE-USE EXISTING WOOD BLOCKING WHERE INDICATED AND WHERE IT IS FOUND TO BE IN GOOD CONDITION. REPLACE ALL DETERIORATED WOOD BLOCKING ACCORDING TO THE CONTRACT.
4. REPAIR / REPLACE EXISTING DECK FOUND TO BE NOT ACCEPTABLE AS A SUBSTRATE FOR NEW ROOFING, ACCORDING TO THE TERMS OF THE CONTRACT DOCUMENTS.
5. PROTECT EXISTING EQUIPMENT, PIPING, CONDUIT AND OTHER ITEMS SCHEDULED TO REMAIN IN PLACE.
6. PROTECT EXISTING ROOFING AREAS SCHEDULED TO REMAIN. REPAIR DAMAGE TO EXISTING AREAS CREATED BY CONSTRUCTION OPERATION. REPAIRS FOR DAMAGED ROOF AREAS WHICH ARE UNDER EXISTING WARRANTY SHALL BE IN ACCORDANCE WITH WARRANTY TERMS.
7. WHEN TYING NEW ROOFING INTO EXISTING ROOFING AREAS UNDER WARRANTY, ASCERTAIN WARRANTY REQUIREMENTS AND PERFORM WORK IN ACCORDANCE WITH THOSE REQUIREMENTS.
8. DO NOT BLOCK EXITS AND EXIT PASSAGEWAYS. MAINTAIN REQUIRED EXITS AS INDICATED, AND IF NOT INDICATED, MAINTAIN AT LEAST TWO EXITS OUT OF EVERY AREA IN THE BUILDING IN ACCORDANCE WITH THE APPROVAL OF THE LOCAL JURISDICTION.
9. RE-INSTALL ALL EQUIPMENT SCHEDULED TO BE RE-INSTALLED SUCH THAT THE EQUIPMENT IS RESTORED TO ITS NORMAL OPERATING FUNCTION. TEST ALL RE-INSTALLED EQUIPMENT FOR PROPER OPERATION PRIOR TO FINAL COMPLETION.
10. RAISE CURBS FOR ALL EQUIPMENT OR STACKS SCHEDULED TO REMAIN SO THAT A DIMENSION OF 8" MINIMUM IS MAINTAINED FROM THE TOP OF THE ROOFING TO THE TOP OF THE CURB. EXTEND MECHANICAL/ELECTRICAL AS REQUIRED.
11. REMOVE ALL DEBRIS FROM SITE ON A DAILY BASIS AND DISPOSE OF LEGALLY.
12. CAREFULLY REMOVE ITEMS SCHEDULED FOR RE-INSTALLATION. PROTECT AND STORE FOR FUTURE INSTALLATION.

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1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

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WHEATON, IL 60187
630.668.7603 (O)
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ROOF PLAN

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1 MAIN LEVEL RFEFLECTED CEILING PLAN

1/8" = 1'-0"

N

CEILING PLAN KEYED NOTES	
TAG	DESCRIPTION
C1	CEILING PLAN NOTE #1

CEILING TAG LEGEND

- CEILING TYPE - SEE LEGEND BELOW
- GB / PT-1 / 8'-0" — APPLIED FINISH (WHERE APPLICABLE) / CEILING HEIGHT AFF
- PT-2 / EXP — APPLIED FINISH TO EXPOSED STRUCTURE, CONDUITS, DUCTWORK, PIPING, ETC. / EXPOSED CEILING
- EXP — EXPOSED CEILING
  FOR TAGS WITH NO FINISH INDICATED, REFER TO GENERAL RCP NOTES FOR TYPICAL APPLIED FINISH TO STRUCTURE, CONDUITS, DUCTWORK, PIPING, ETC.
- [9'-0"] — EXISTING CEILING HEIGHT AFF VERIFY IN FIELD

CEILING TYPES LEGEND

INDICATES TYPE PER TAG ON RCP

GB
SUSPENDED GYPSUM BOARD CEILING: 5/8" GYPSUM BOARD ON 7/8" MTL. FURRING AT 24" O.C. ON 1 1/2" CHANNELS W/ HANGERS AT 4'-0" O.C. MAX UNO. SEE DETAILS.

ACT-1
ACOUSTICAL CEILING PANEL: 2x2
SEE ROOM FINISHES LIST FOR TYPE OF ACOUSTICAL CEILING TILE.

ACT-2
ACOUSTICAL CEILING PANEL: 2x4
SEE ROOM FINISHES LIST FOR TYPE OF ACOUSTICAL CEILING TILE.

EX-1
EXISTING ACOUSTICAL CEILING PANEL: 2x2

EX-2
EXISTING ACOUSTICAL CEILING PANEL: 2x4

EXP
EXPOSED CEILING. PAINT ALL EXPOSED STRUCTURE, CONDUITS, DUCTWORK, PIPING, ETC. U.N.O.

EIFS
E.I.F.S. SOFFIT - 5/8" EXTERIOR DENS GLASS BOARD W/ E.I.F.S. TYPE FINISH COAT

CEILING FIXTURES LEGEND

- 2x4 FIXTURE
- 2x2 FIXTURE
- 2x4 CEILING MOUNTED FIXTURE
- STRIP FIXTURE
- SUSPENDED STRIP FIXTURE
- RECESSED DIRECTIONAL CAN LIGHT
- PENDANT-HUNG CAN LIGHT FIXTURE
- PENDANT HUNG FIXTURE
- TRACK LIGHTING FIXTURE
- EXTERIOR WALL PACK LIGHTING FIXTURE
- EMERGENCY LIGHTING FIXTURE
- DECORATE WALL SCONCE FIXTURE
- AIR DIFFUSER
- RETURN AIR GRILLE
- LINEAR AIR DIFFUSER
- ACCESS PANEL. SEE MEP DRAWINGS FOR ADDITIONAL INFORMATION.

!VERIFY FIXTURES SHOWN IN THIS LEGEND MATCH THE FIXTURES IN THE MODEL OR MEP MODEL!

GENERAL REFLECTED CEILING PLAN NOTES

1. FOR FLOOR PLAN DIMENSIONS, SEE FLOOR PLANS.
2. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
3. REFLECTED CEILING PLANS AND MEP DRAWINGS ARE COMPLEMENTARY. GENERALLY SEE REFLECTED CEILING PLAN FOR LOCATION AND ARRANGEMENT OF FIXTURES AND DEVICES. SEE MEP DRAWINGS FOR MEP REQUIREMENTS. PROVIDE COORDINATED DRAWINGS FOR REVIEW PRIOR TO CONSTRUCTION.
4. SPRINKLER HEADS HAVE NOT BEEN SHOWN. COORDINATE SPRINKLER HEAD LOCATIONS WITH OTHER CEILING MOUNTED ITEMS. LOCATE SPRINKLER HEADS AS REQUIRED BY CODE TO PROVIDE SPECIFIED COVERAGE. LOCATE SPRINKLER HEADS WITHIN THE CENTERLINE OF TILES OR QUARTER POINTS UNLESS OTHERWISE APPROVED.
5. CONTRACTOR IS TO LOCATE MECHANICAL ITEMS AROUND LIGHTING LAYOUT AND IN THE APPROXIMATE LOCATION OF THE MECHANICAL DRAWINGS.
6. DO NOT ATTACH CEILING HANGERS TO ROOF DECKS. ATTACH CEILING HANGERS TO STRUCTURAL BEAMS AND JOISTS ONLY. ATTACH CEILING HANGERS TO FLOOR DECKS USING SPECIFIED INSERTS ONLY.
7. SUPPORT CONDUIT, BOXES AND OTHER EQUIPMENT WITH UNISTRUT HANGERS ATTACHED TO STRUCTURAL ELEMENTS.
8. START POINT FOR CEILING GRIDS TO BE CENTER OF ROOM UNLESS NOTED BY A START POINT.
9. PROVIDE NON-SAG TYPE GYPSUM BOARD PANELS AT CEILING OF ALL WET AREAS SUCH AS TOILET ROOMS AND LOCKER ROOMS, UNLESS NOTED OTHERWISE.
10. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION REGARDING SOFFIT HEIGHTS AND LOCATIONS.
11. COORDINATE LOCATION OF EXIT SIGNS WITH CODE COMPLIANCE PLANS AND ELECTRICAL DRAWINGS.
12. ROUTE ALL CONDUITS ON EXPOSED CEILINGS SQUARE TO BUILDING WALLS AND GROUP TOGETHER.
13. ALL PARTITION AND SOFFIT FRAMING SHALL EXTEND TO UNDERSIDE OF STRUCTURE, UNLESS NOTED OTHERWISE.
14. PROVIDE RADIUS FITTED CEILING TRACK ACCESSORY AT ALL BULLNOSED WALL CORNERS.

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Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
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630.717.5335(O) 630.717.5397(F)
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WT GROUP
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REFLECTED CEILING PLAN

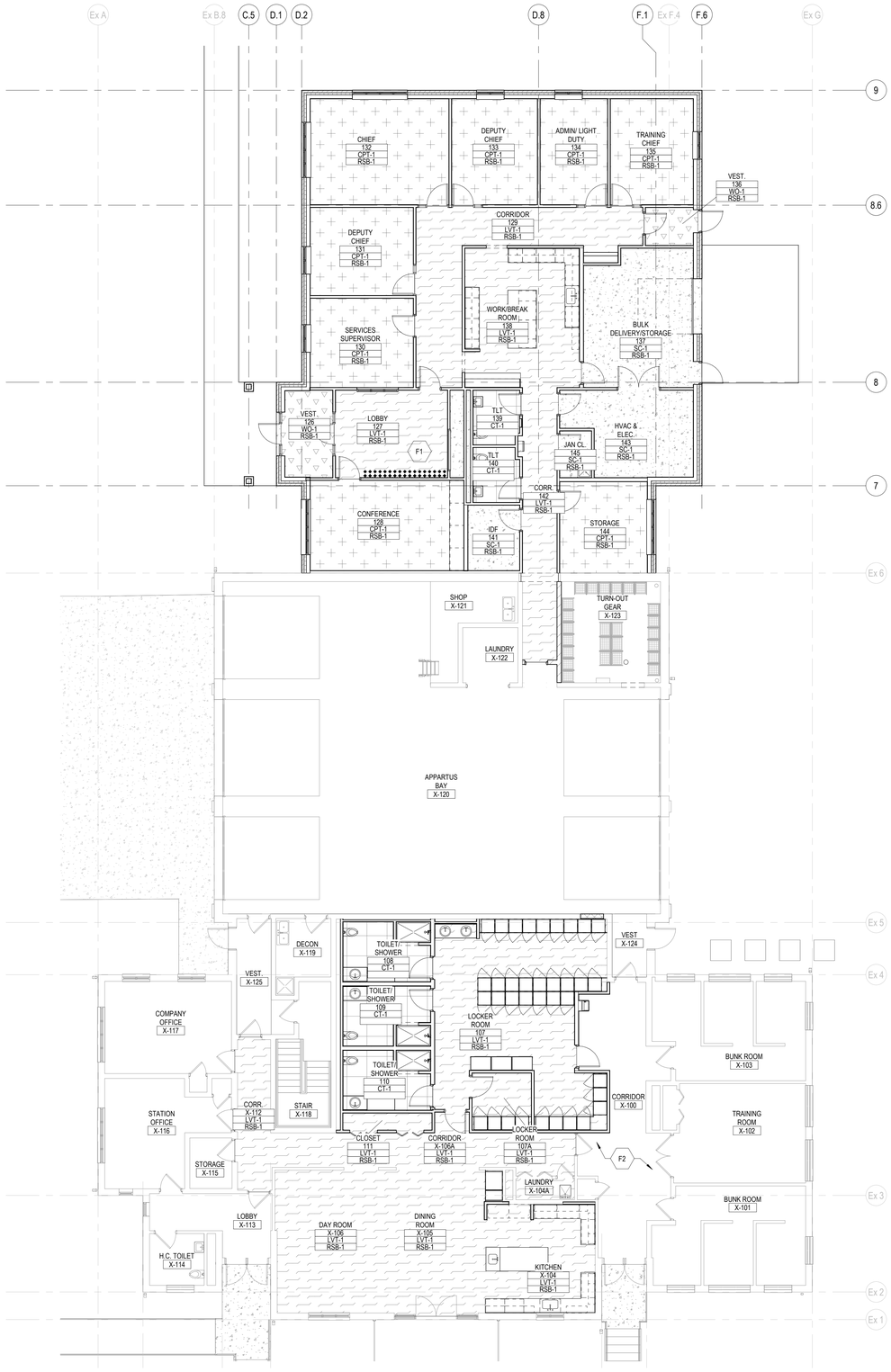
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1 MAIN LEVEL FLOOR FINISH PLAN

1/8" = 1'-0"

FINISH PLAN KEYED NOTES	
TAG	DESCRIPTION
F1	FINISH PLAN NOTE #1
F2	EXISTING TILE TO REMAIN. PROTECT DURING CONSTRUCTION.

SPECIALTY WALL FINISH LEGEND

- WALL FINISH (RENAME)
- CUSTOM GRAPHIC WALLPAPER

FINISH FLOOR TYPES LEGEND

FINISH FLOOR LEGEND

- CT-1
- SC-1
- CPT-1
- WO-1
- LVT-1

GENERAL ROOM FINISH NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. FOR FINISH MATERIAL WHEN MORE THAN ONE MATERIAL OCCURS THE FINISH IS INDICATED THUS "/".
3. SEE INTERIOR ELEVATIONS, PARTITION TYPES, AND RCP'S FOR ADDITIONAL FINISH INFORMATION.
4. ALL WALLS TO BE PAINTED PT-1 UNLESS NOTED OTHERWISE.
5. ALL SOFFITS ETC. TO BE PAINTED PT-XX UNLESS NOTED OTHERWISE.
6. PAINT ALL INTERIOR AND EXTERIOR HOLLOW METAL DOORS, BORROWED LITES, AND FRAMES PT-XX. SEE INTERIOR FINISH LEGEND FOR MORE INFORMATION.
7. EXTEND SCHEDULED PAINT ON WALLS UP TO 1'-0" ABOVE THE FINISHED CEILING. IN ROOMS NOT SCHEDULED TO RECEIVE A CEILING, EXTEND SCHEDULED PAINT UP THE ENTIRE HEIGHT OF THE PARTITION, UNLESS NOTED OTHERWISE.
8. AT ALL EXPOSED AREAS, PAINT ALL STRUCTURE; INCLUDING, BUT NOT LIMITED TO, CONCRETE, METAL DECK, STEEL BEAMS, COLUMNS, PIPING, CONDUIT, DUCTWORK AND OTHER EQUIPMENT ETC PT-XX. SEE FINISH PLANS FOR MORE INFORMATION.
9. EXCEPT FOR FACTORY FINISHED ITEMS, ALL EXPOSED MECHANICAL AND ELECTRICAL EQUIPMENT, LOUVERS, PIPING, CONDUITS, ETC. SHALL BE PAINTED UNLESS OTHERWISE NOTED. REFER TO SPECIFICATIONS FOR PAINTING SYSTEMS.
10. ON WALLS WHICH ARE COVERED WITH MILLWORK, EXTEND TYPICAL WALL FINISHES BEHIND MILLWORK.
11. DO NOT PAINT PRE-FINISHED ACOUSTICAL DECK.
12. DO NOT PAINT DOOR AND FRAME FIRE RATING LABELS.
13. PAINT ALL STAIR RISERS, STRINGERS AND RAILS. PAINT EXPOSED UNDERSIDE OF STAIRS, ANY GAP BETWEEN STAIRS AND WALL SHALL BE FILLED AS REQUIRED TO BE CAULKED AND PAINTED PT-XX.
14. REFER TO PAINT SPEC FOR INFORMATION. PROVIDE FULL COVERAGE FOR ALL COLORS. DARKER COLORS SHALL RECEIVE FOUR (4) COATS.
15. PROVIDE LEVEL 4 DRYWALL FINISH AT ALL LOCATIONS SCHEDULED TO RECEIVE PAINT UNLESS NOTED OTHERWISE.
16. PROVIDE TRANSITION STRIP AT ALL LOCATIONS WHERE FLOORING MATERIAL HEIGHT CHANGES UNLESS NOTED OTHERWISE, AS REQUIRED. SEE FLOORING TRANSITION DETAILS.
17. PROVIDE 4" HIGH RESILIENT BASE THROUGHOUT INCLUDING AT CASEWORK, UNLESS OTHERWISE NOTED.
18. START POINT FOR ACT CEILINGS TO BE CENTER OF ROOM UNLESS NOTED OTHERWISE.
19. FLOORING TRANSITIONS THAT OCCUR UNDER A DOORWAY ARE TO BE CENTERED UNDER THE DOOR IN ITS CLOSED POSITION UNLESS NOTED OTHERWISE.
20. FLOORING LAYOUT TO START AT CENTERPOINT ON ROOM UNLESS NOTED OTHERWISE ON FLOOR FINISH PLAN.
21. SEE FINISH LEGEND FOR CARPET INSTALLATION METHOD.
22. ALL FLOOR FINISH TO EXTEND UNDER ALL CASEWORK.
23. FURNITURE CANNOT BE INSTALLED UNTIL SUBSTANSTIAL COMPLETION.

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FINISH PLAN

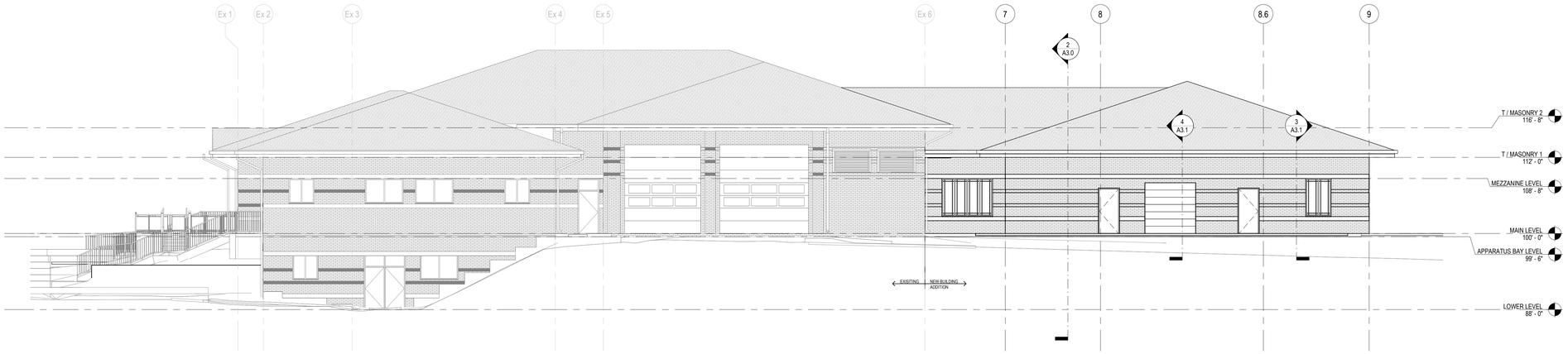
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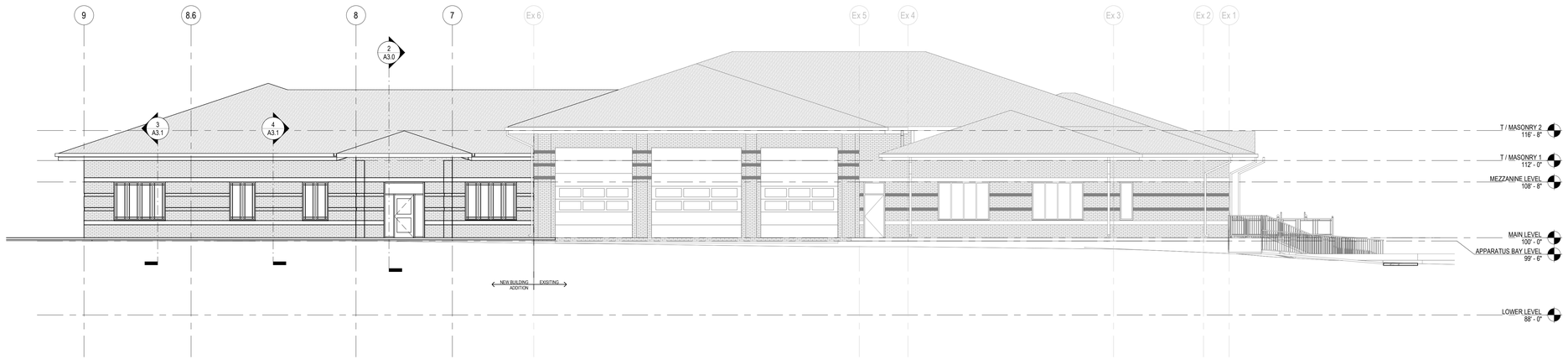
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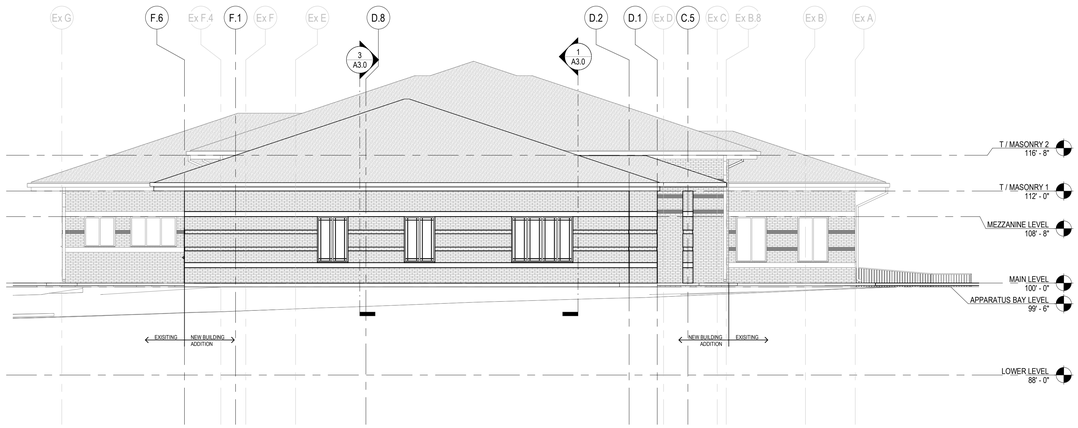
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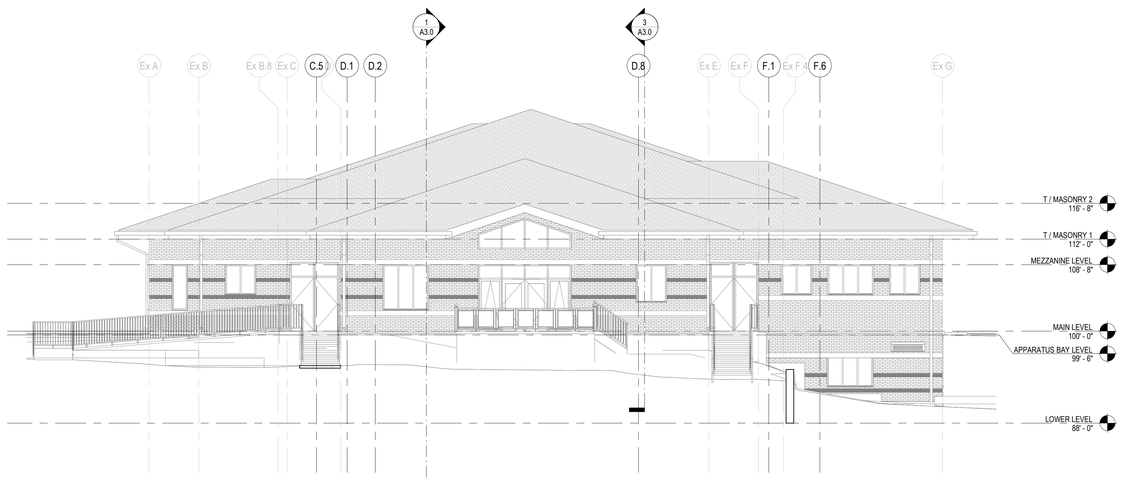
3 EXTERIOR BUILDING ELEVATION - EAST
1/8" = 1'-0"



6 EXTERIOR BUILDING ELEVATION - WEST
1/8" = 1'-0"



4 EXTERIOR BUILDING ELEVATION - NORTH
1/8" = 1'-0"



5 EXTERIOR BUILDING ELEVATION - SOUTH
1/8" = 1'-0"

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EXTERIOR ELEVATIONS - EAST AND WEST

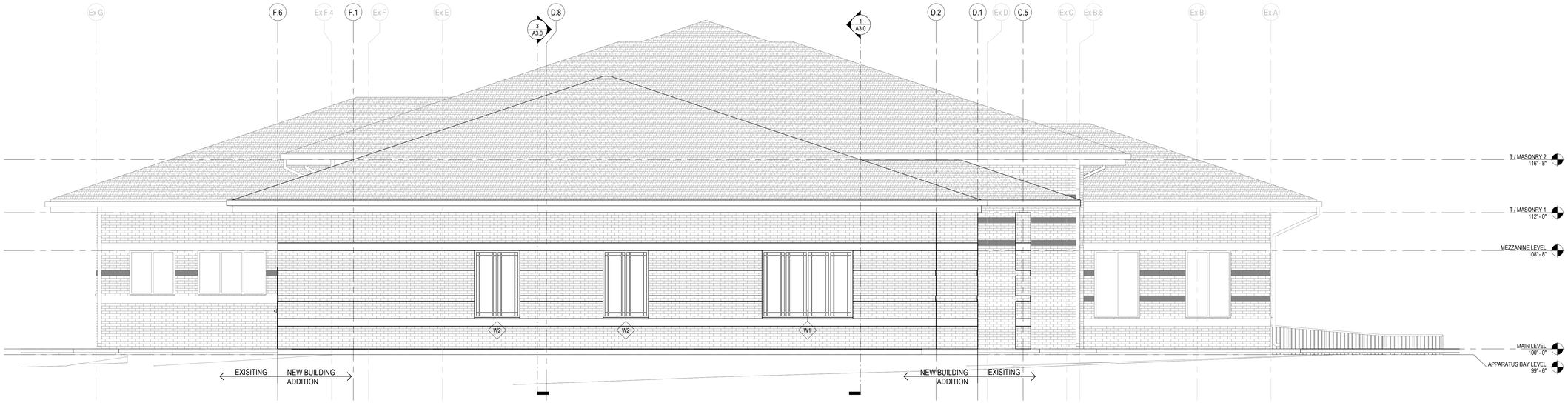
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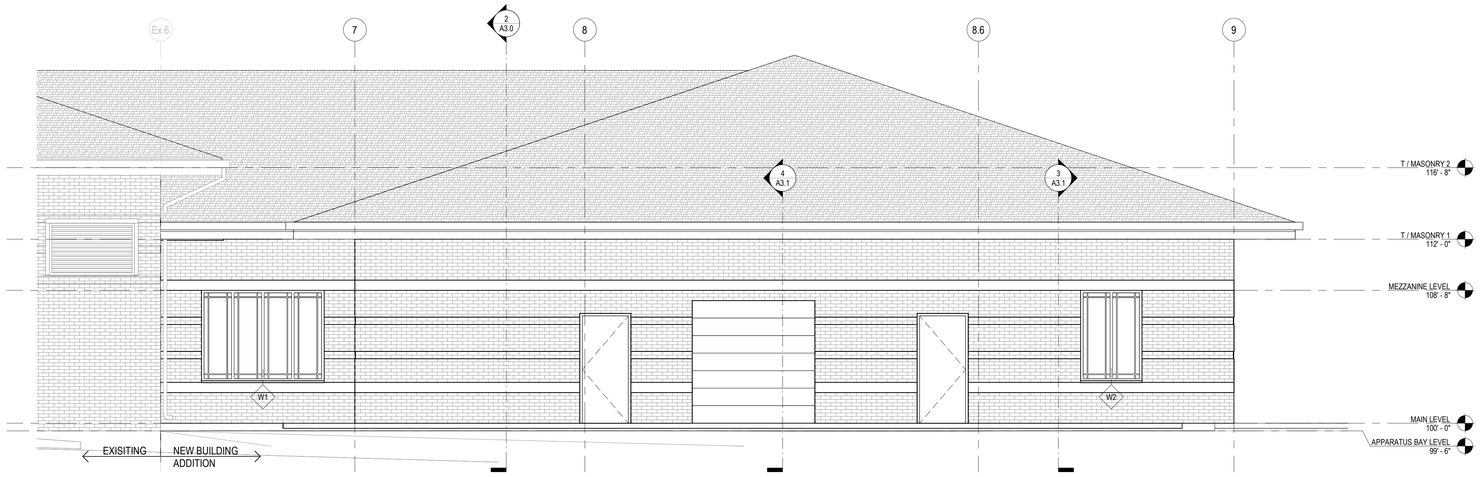
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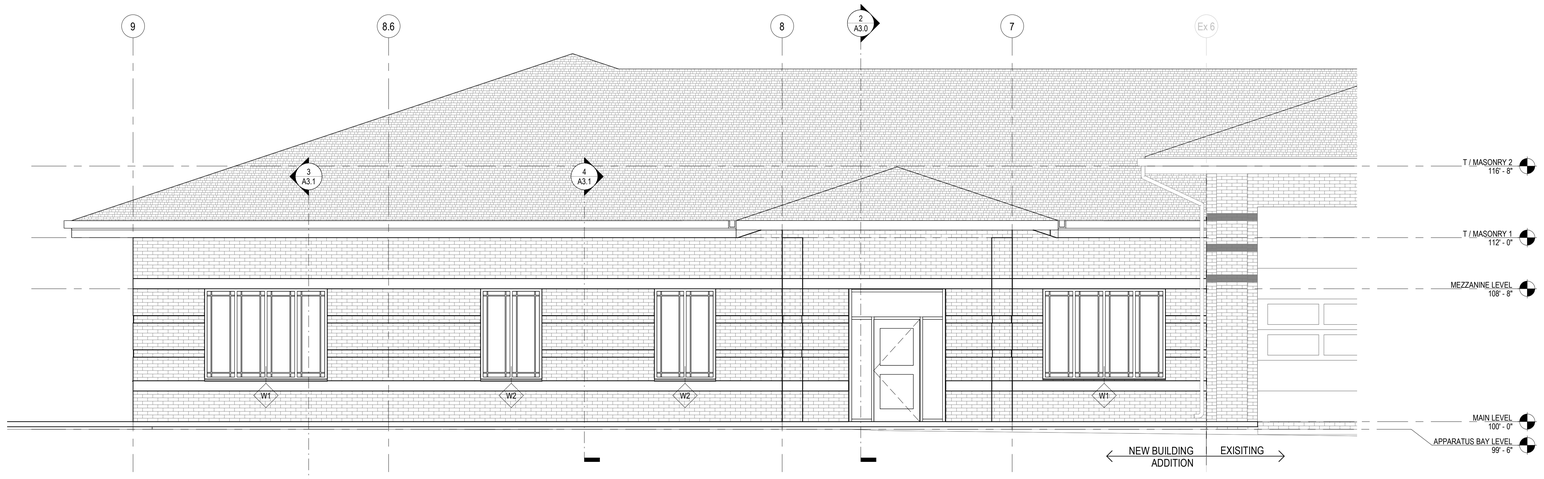
1 EXTERIOR BUILDING ELEVATION - NORTH

1/4" = 1'-0"



2 EXTERIOR BUILDING ELEVATION - EAST

1/4" = 1'-0"



3 EXTERIOR BUILDING ELEVATION - WEST

1/4" = 1'-0"

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NO	DATE	DESCRIPTION

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PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

100% SD ISSUANCE (UPDATE)

EXTERIOR ELEVATIONS - NORTH AND SOUTH

SHEET NO.
A2.1

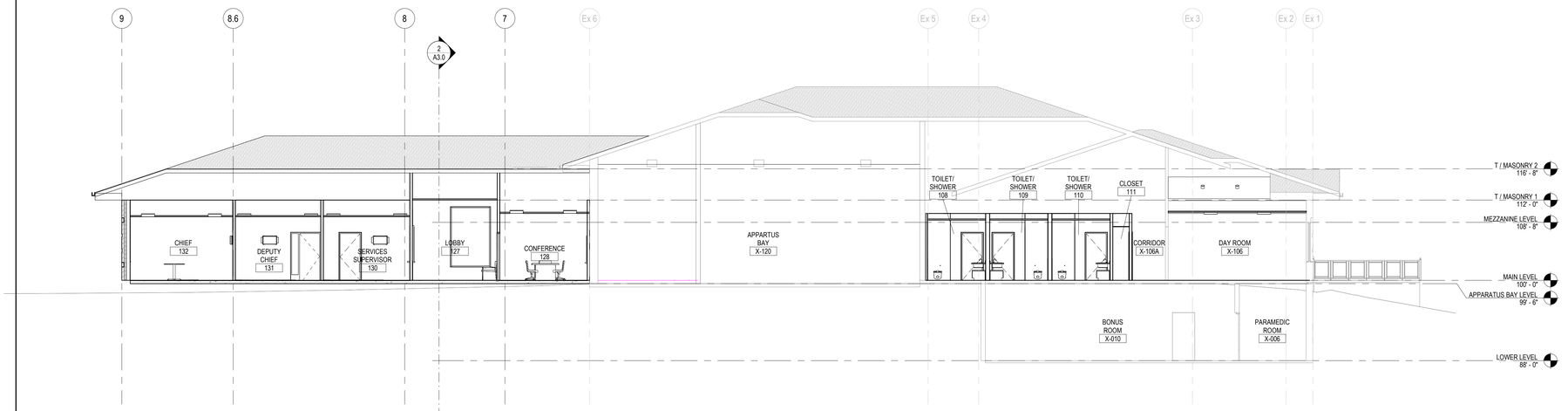
JOB NO. 23-3804.01

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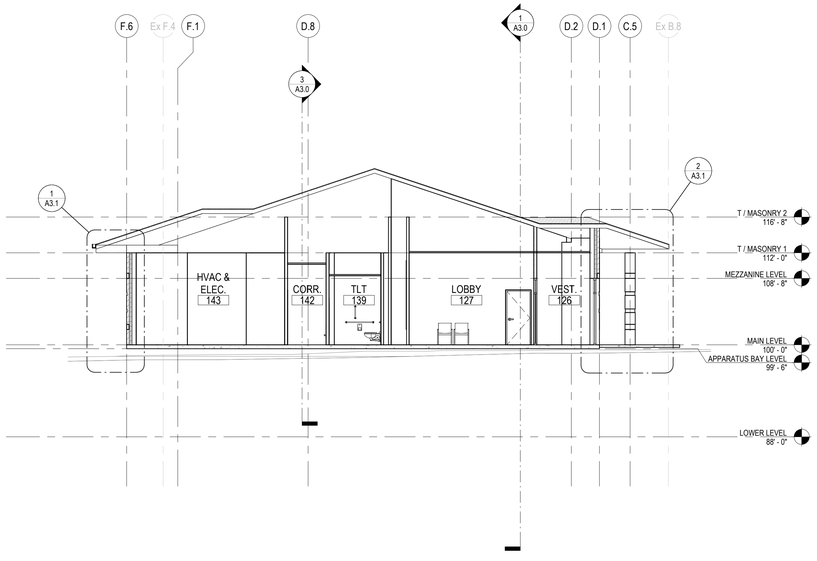
Attachment: 2024-03-12_Palatine FS Progress Print (Fire Stations 82 Addition Design Development)

3/11/2024 9:38:04 PM
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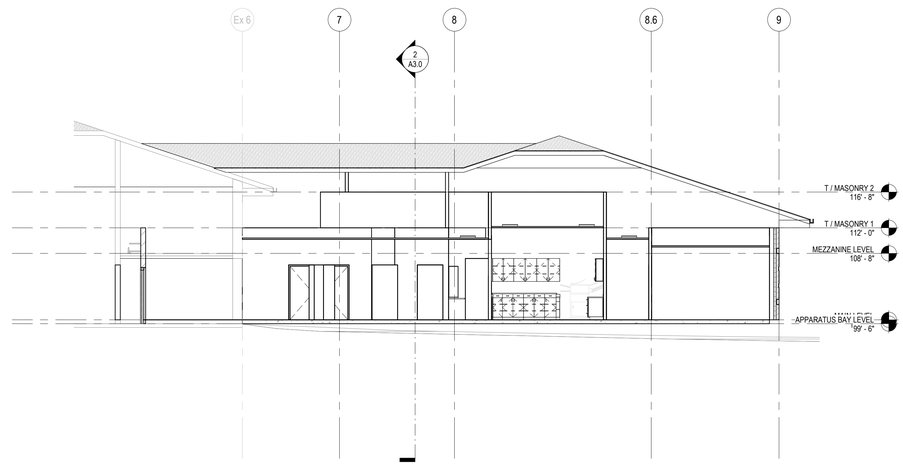
1 BUILDING SECTION (DELETE THIS DUMMY TITLE)
1/8" = 1'-0"



1 BUILDING SECTION - NORTH/SOUTH
1/8" = 1'-0"



2 BUILDING SECTION - EAST/WEST
1/8" = 1'-0"



3 PARTIAL BUILDING SECTION - NORTH/SOUTH
1/8" = 1'-0"

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Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
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630.717.5335(O) 630.717.5397(F)
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MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
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ISSUANCE

NO	DATE	DESCRIPTION

PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
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BUILDING SECTIONS

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WALL TYPES LEGEND

(WITH ASSOCIATED R-VALUES)

W-1	WALL CONSTRUCTION 1'-3" BRICK VENEER WITH METAL STUD	- 3-5/8" FACE BRICK VENEER (0.44) - HORIZONTAL MASONRY TIES - 1-1/4" AIR SPACE (1.00) - 3" EXTRUDED POLYSTYRENE RIGID BOARD INSULATION (15.00) - FLUID APPLIED MEMBRANE AIR BARRIER (0.17) - 1/2" EXTERIOR GRADE FIRE TREATED PLYWOOD SHEATHING (0.63) - 6" METAL STUDS W / 2 1/2" CLOSED-CELL SPRAY INSULATION (15.5) - (1) LAYER 5/8" GYPSUM BOARD (0.56) R-VALUE = 33.3 OUTSIDE AIR FILM (.17) INSIDE AIR FILM (.68) TOTAL R-VALUE = 34.15

LEGEND - WALL TYPES

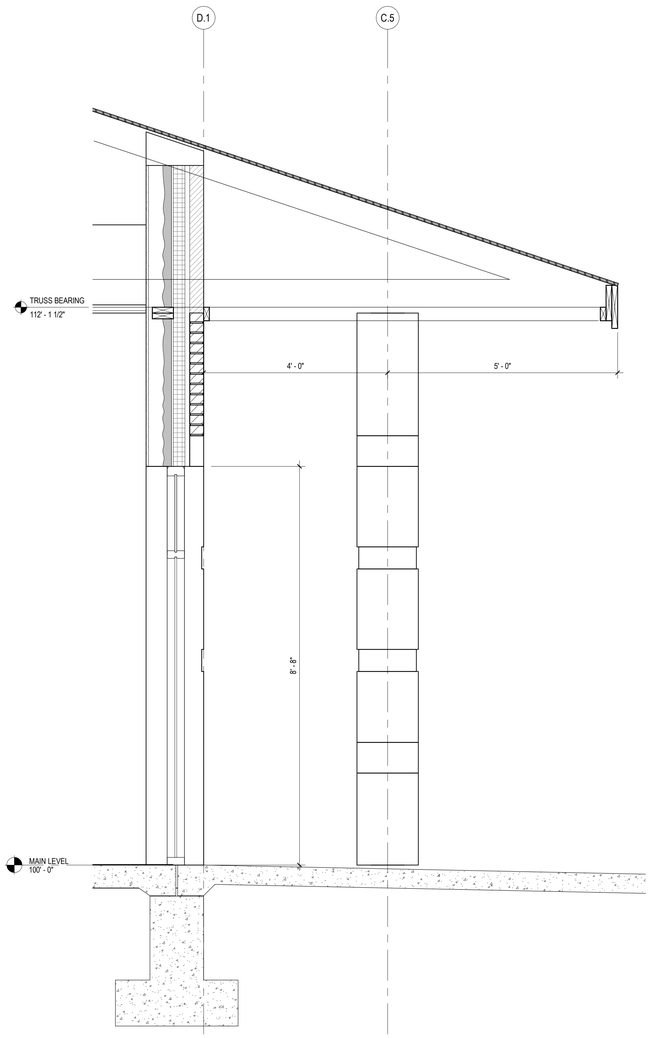
12" = 1'-0"

GENERAL WALL SECTION NOTES

1. ALL MASONRY WALLS TO BE REINFORCED. JOINT REINFORCING @ EACH SECOND COURSE AND 1 COURSE ABOVE AND BELOW ALL OPENINGS.
2. FOR MASONRY CMU REINFORCING REFER TO WALL TYPES AND STRUCTURAL DRAWINGS.

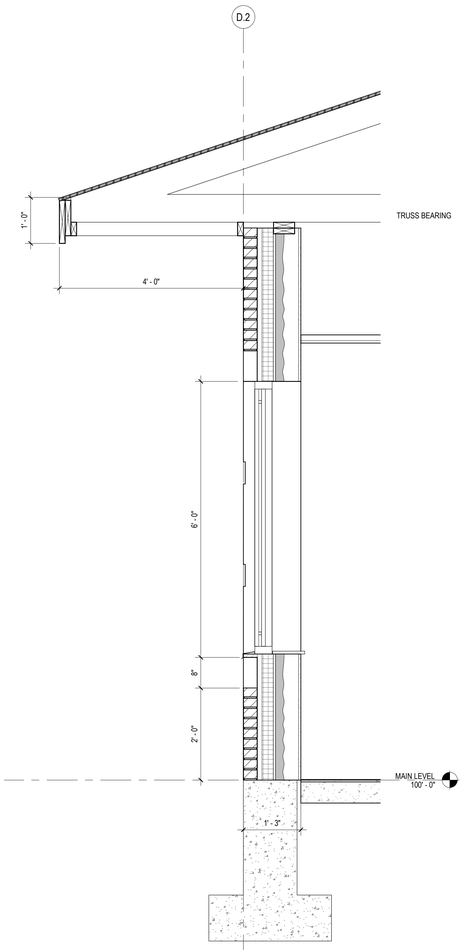
GENERAL WALL SECTION NOTES

12" = 1'-0"



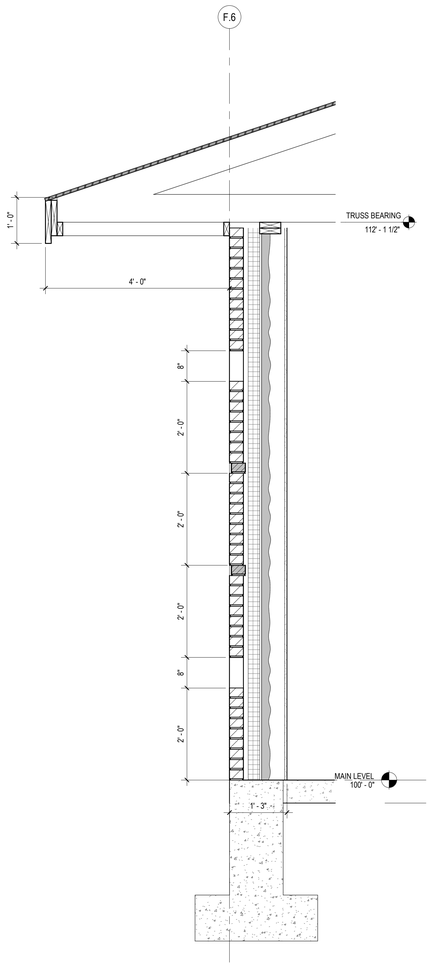
2 WALL SECTION AT ENTRY

3/4" = 1'-0"



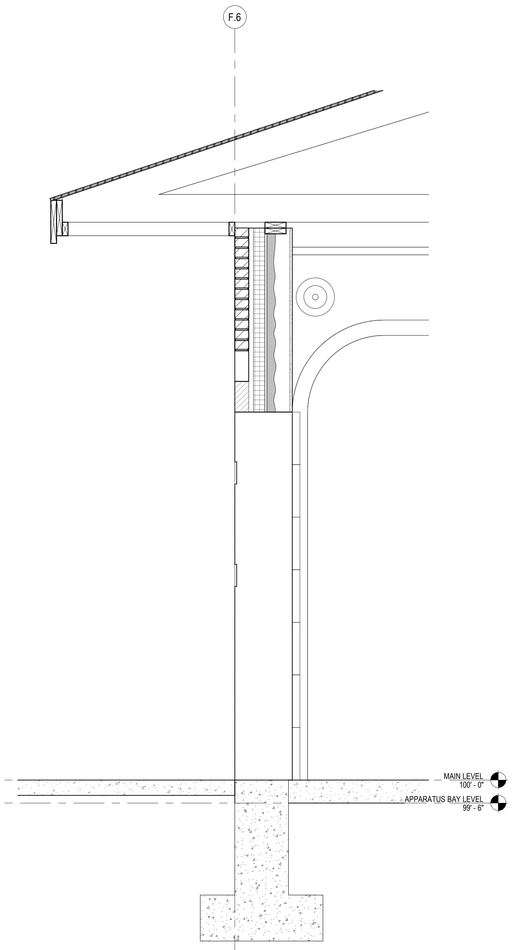
3 TYPICAL WALL SECTION @ WINDOW

3/4" = 1'-0"



1 TYPICAL WALL SECTION

3/4" = 1'-0"



4 TYPICAL WALL SECTION @ OVERHEAD DOOR

3/4" = 1'-0"

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1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
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630.574.7070 FAX
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WALL SECTIONS

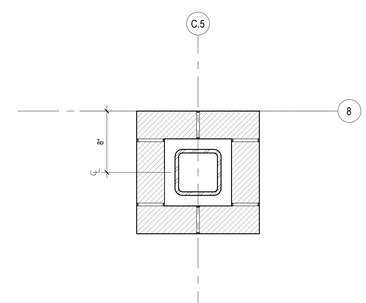
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1 **Detail 1**
1 1/2" = 1'-0"

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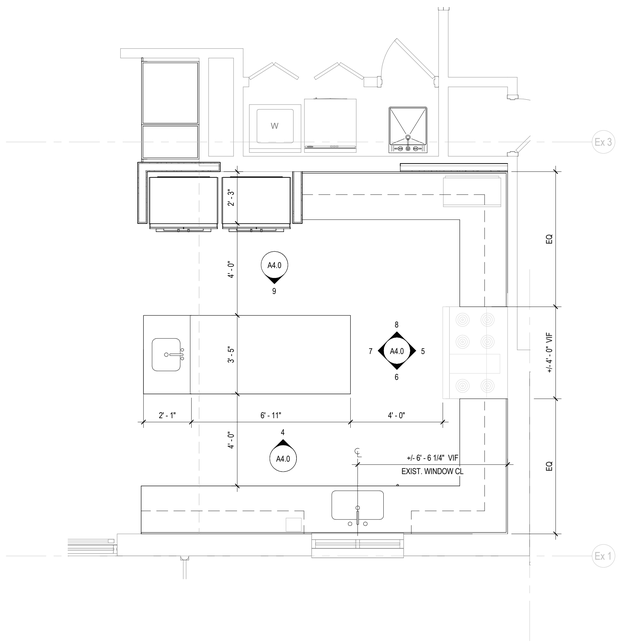
EXTERIOR DETAILS

SHEET NO.
A3.2

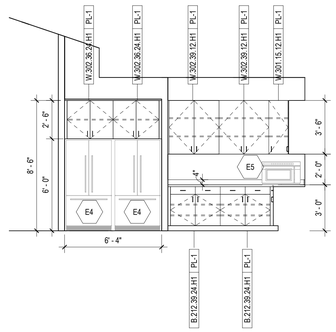
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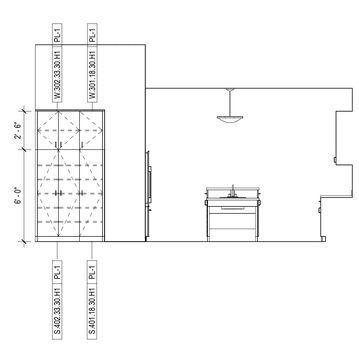
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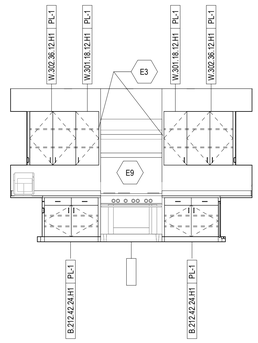
2 ENLARGED KITCHEN FLOOR PLAN
3/8" = 1'-0"



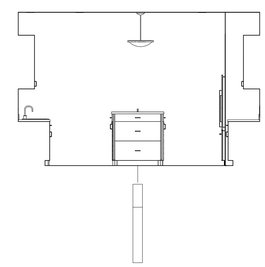
8 INT. ELEVATION - KITCHEN
1/4" = 1'-0"



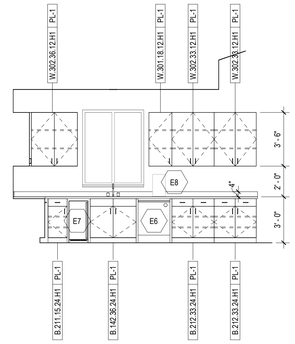
3 INT. ELEVATION - KITCHEN
1/4" = 1'-0"



5 INT. ELEVATION - KITCHEN
1/4" = 1'-0"



7 INT. ELEVATION - KITCHEN
1/4" = 1'-0"

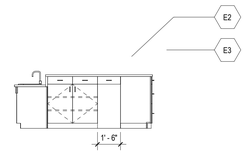


6 INT. ELEVATION - KITCHEN
1/4" = 1'-0"

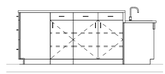
INTERIOR ELEVATON KEYED NOTES	
TAG	DESCRIPTION
E1	FILLER PANEL
E2	OPEN SPACE BELOW. PROVIDE FINISHED P-LAMINATE SURFACES. CONTINUE FLOORING.
E3	PROVIDE FULL-DEPTH FINISHED PLASTIC LAMINATE END PANEL, TYPICAL
E4	COUNTER-DEPTH REFRIGERATOR/FREEZER BY OWNER. CONTINUE WALL FINISHES / FLOORING INTO ALCOVE
E5	MICROWAVE, BY OWNER.
E6	DISHWASHER, OWNER-FURNISHED, CONTRACTOR INSTALLED.
E7	UNDER-COUNTER ICE-MAKER, OWNER-FURNISHED, CONTRACTOR INSTALLED.
E8	COFFEE MAKER, OWNER-FURNISHED, PROVIDE WATER LINE. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
E9	EXISTING RANGE AND RANGE HOOD TO REMAIN FOR RE-INSTALLATION. REFER TO MECHANICAL FOR ADDITIONAL INFORMATION.

GENERAL FLOOR PLAN NOTES

1. REFER TO G-SERIES SHEETS FOR TYPICAL ABBREVIATIONS, SYMBOLS & TAGS.
2. REFER TO PARTITION TYPES FOR THICKNESS OF WALLS AND PARTITIONS.
3. WALL AND PARTITION DIMENSIONS ARE SHOWN TO FINISHED FACE OF WALL.
4. DIMENSIONS FOR AREAS DRAWN AT A LARGER SCALE ARE SHOWN ON ENLARGED SCALE PLANS. SEE A4 SERIES DRAWINGS.
5. UNLESS OTHERWISE NOTED, WALLS AND PARTITIONS WHICH ARE SHOWN TO BE ON A GRID LINE OR IMMEDIATELY NEXT TO A GRID LINE SHALL BE LOCATED PARALLEL WITH THE GRID LINE WITH THE FACE OF THE WALL 1" AWAY FROM THE LEG OF THE STEEL JOIST. (SEE A-X SERIES)
6. WALLS AND PARTITIONS WHICH ARE NOT INTENDED TO BE LAID OUT ON A RADIUS, ARE SHOWN TO BE PERPENDICULAR (--) OR AT SOME ANGLE) --) TO THE ADJOINING WALLS OR PERPENDICULAR TO A GRID LINE (--).
7. FOR PARTITION TYPES, SEE A6 SERIES DRAWINGS.
8. FOR TYPICAL COLUMN ENCLOSURE DETAILS, SEE A4 SERIES DRAWINGS.
9. FOR FINISH PLAN, SEE A1 SERIES DRAWINGS.
10. FOR DOOR AND FRAME INFORMATION, SEE A5 SERIES DRAWINGS.
11. FOR WINDOW AND STOREFRONT TYPES, SEE ELEVATIONS ON A5 SERIES DRAWINGS.
12. FOR EXTERIOR ENVELOPE DETAILS, SEE A3 SERIES DRAWINGS.
13. FOR LARGE SCALE PLANS, SEE A4 SERIES DRAWINGS.
14. FOR INTERIOR ELEVATIONS, SEE A4 SERIES DRAWINGS.
15. FOR CEILING INFORMATION, SEE A1 SERIES DRAWINGS.
16. FOR STAIR INFORMATION, SEE A3 SERIES DRAWINGS.
17. FOR SPECIAL FINISHES, PATTERNS, ETC., SEE A1 SERIES DRAWINGS.
18. FOR TYPICAL ROOM SIGNS AND FIRE EXTINGUISHER CABINET DETAILS, SEE A6 SERIES DRAWINGS.
19. FURNITURE AND EQUIPMENT SHOWN DOTTED IS NOT IN CONTRACT AND IS SHOWN FOR COORDINATION PURPOSES.
20. SEE SPECIFICATION SECTION 011000 - "SUMMARY" OR 011001 "GENERAL REQUIREMENTS FOR SMALL PROJECTS" FOR RESPONSIBILITY FOR WORK UNDER OTHER CONTRACTS AND FOR OWNER FURNISHED - CONTRACTOR INSTALLED WORK

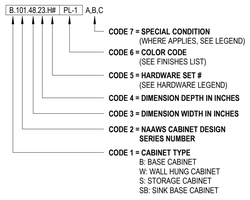


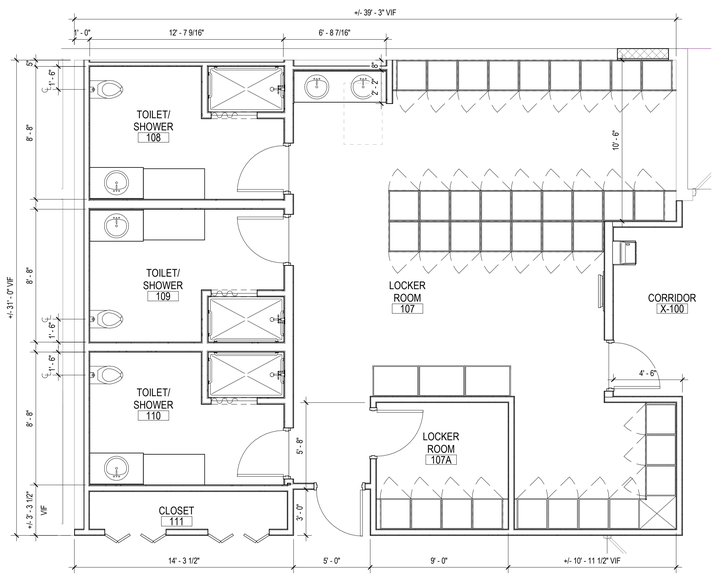
4 INT. ELEVATION - KITCHEN ISLAND
1/4" = 1'-0"



9 INT. ELEVATION - KITCHEN ISLAND
1/4" = 1'-0"

CASEWORK TAG CODE





1 ENLARGED LOCKER ROOM PLANS
1/4" = 1'-0"

TOILET & BATH ACCESSORY SCHEDULE

TAG	DESCRIPTION
TBA-1	PAPER TOWEL DISPENSER
TBA-2	TOILET TISSUE DISPENSER
TBA-3	WASTE RECEPTACLE
TBA-4	COMBO PAPER TOWEL DISPENSER / RECEPTACLE
TBA-5	MULTIPURPOSE DISPENSER
TBA-6	SOAP DISPENSER
TBA-7	GRAB BAR
TBA-8	SANITARY NAPKIN VENDOR
TBA-9	SANITARY NAPKIN DISPOSAL UNIT
TBA-10	SHELF UNIT
TBA-11	MIRROR UNIT
TBA-12	SHOWER ROD & CURTAIN
TBA-14	FOLDING SHOWER SEAT
TBA-15	ROBE HOOK
TBA-16	MOP AND BROOM HOLDER
TBA-17	WARM AIR DRIER
TBA-18	DIAPER CHANGING TABLE
TBA-21	UNDER LAVATORY GUARD
TBA-22	BENCH

! REVIEW AND EDIT THIS SCHEDULE. INDICATE ONLY THE TYPES IN YOUR PROJECT!

SPECIALTY EQUIPMENT SCHEDULE - GYMNASIUM EQUIPMENT

TAG	DESCRIPTION	TAG	DESCRIPTION
BB-1	BASKETBALL BACKBOARD	PG-1	PROTECTIVE GUARD
BB-2	BASKETBALL BACKBOARD	PV-1	POLE VAULT, BOX, PIT STANDARD AND CROSS BAR
BC-1	ELECTRONIC DRIVEN BATTING CAGE	PVC-1	PEG BOARD CLIMBER
BF-1	BADMINTON FLOOR INSERT	SB-1	SCORE BOARD W/ PLATER, FOUL, POINT DISPLAY
BG-1	BASKETBALL GOAL	SB-2	SCOREBOARD
BN-1	BASKETBALL GOAL	SC-2	SHOT CLOCK
CPB-1	CHINNING PULL UP BAR	SC-2	SHOT CLOCK
CR-1	CLIMBING ROPES	SDP-2	SAND PIT W/ COVER
DC-1	DROP DOWN DIVIDER CURTAIN	SP-1	WALL SAFETY PAD
DC-2	WALK-DRAW DIVIDER CURTAIN	SP-2	CORNER / WALL SAFETY PAD
EGC-1	REMOTE CONTROL CENTER FOR ALL EQUIPMENT	SP-3	COLUMN SAFETY PAD
EG-1	ELECTRONIC OPERATOR	SP-4	POST COLUMN SAFETY PAD
GVC-1	VERTICAL GRID CLIMBER	STB-1	STALL BAR
HL-1	HORIZONTAL LADDER	VBF-1	VOLLEYBALL FLOOR INSERT
OSB-1	OVERHEAD SUPPORTED BACKBOARD	VL-1	VERTICAL LADDER
OSWWB-1	OVERHEAD SUPPORTED - WALL BRACED BACKSTOP	WMB-1	WALL MOUNTED BACKSTOP

! REVIEW AND EDIT THIS SCHEDULE. INDICATE ONLY THE TYPES IN YOUR PROJECT!

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1211 W 22nd St, Suite 700
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ENLARGED PLANS AND INTERIOR ELVATIONS

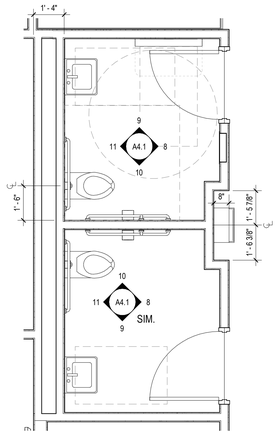
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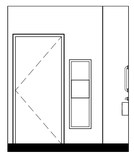
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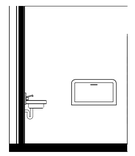
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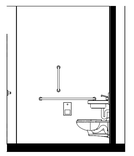
7 ENLARGED TOILET FLOOR PLAN
3/8" = 1'-0"



8 Toilet East
1/4" = 1'-0"



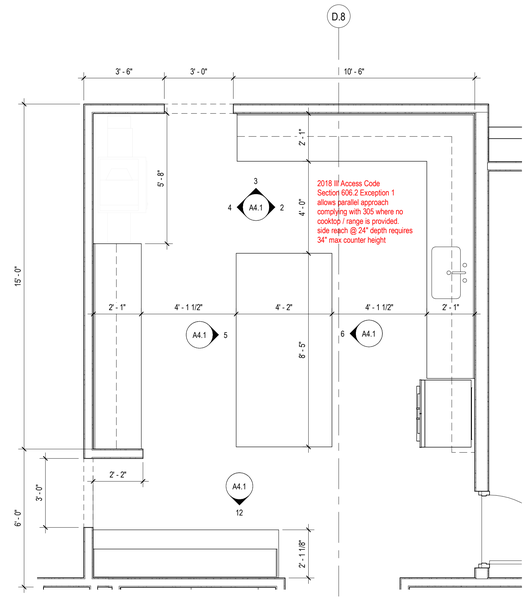
9 Toilet North
1/4" = 1'-0"



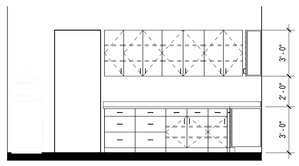
10 Toilet South
1/4" = 1'-0"



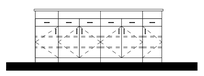
11 Toilet West
1/4" = 1'-0"



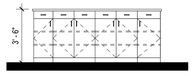
1 ENLARGED WORK/BREAK ROOM PLAN
3/8" = 1'-0"



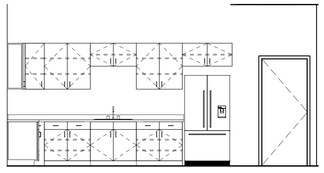
3 Work/Break North
1/4" = 1'-0"



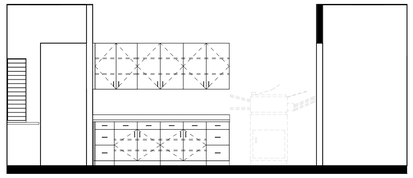
5 Work/Break Island East
1/4" = 1'-0"



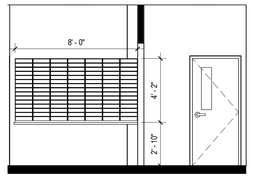
6 Work/Break Island West
1/4" = 1'-0"



2 Work/Break East
1/4" = 1'-0"



4 Work/Break West
1/4" = 1'-0"



12 Work/Break South
1/4" = 1'-0"

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Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
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WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
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STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
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MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
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PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

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ENLARGED PLANS AND INTERIOR ELVATIONS

SHEET NO.
A4.1

JOB NO. 23-3804.01

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DOOR SCHEDULE

DOOR NUMBER	EXT.	INT.	DOOR LEAF	DOOR WIDTH	DOOR HEIGHT	DOOR TYPE	DOOR MATL	DOOR FINISH	DOOR GLASS	FRAME TYPE	FRAME MATL	FRAME FINISH	FRAME GLASS	DETAIL HEAD	DETAIL JAMB 1	DETAIL JAMB 2	DETAIL THRESHOLD	RATING (MINUTES)	SIGNAGE	HARDWARE H'WARE SET	HARDWARE ACCESS CONT'L	HARDWARE PANIC H'WARE	HARDWARE POWER REQ'D	REMARKS
LOWER LEVEL																								
A659				3' - 0"	7' - 0"																			
A665				3' - 0"	6' - 8"																			
A676				6' - 0"	7' - 0"																			
A687				3' - 0"	7' - 0"																			
A693				3' - 0"	7' - 0"																			
A699				3' - 0"	7' - 0"																			
A711				3' - 6"	7' - 0"																			
A717				3' - 6"	7' - 0"																			
A723				3' - 0"	7' - 0"																			
A729				3' - 0"	7' - 0"																			
A776				3' - 0"	6' - 8"																			
APPARATUS BAY LEVEL																								
142				3' - 0"	7' - 0"																			
A575				6' - 0"	7' - 0"																			
MAIN LEVEL																								
				5' - 10 3/4"	6' - 9 3/8"																			
107A				3' - 0"	7' - 0"																			
107A-A				3' - 0"	7' - 0"																			
107B				3' - 0"	7' - 0"																			
108				3' - 0"	7' - 0"																			
109				3' - 0"	7' - 0"																			
110				3' - 0"	7' - 0"																			
111A				4' - 0"	7' - 0"																			
111B				4' - 0"	7' - 0"																			
126				3' - 0 3/4"	6' - 8"																			
127				3' - 0 3/32"	6' - 7 3/4"																			
128				3' - 0"	7' - 0"																			
129				3' - 0"	7' - 0"																			
130				3' - 0"	7' - 0"																			
131				3' - 0"	7' - 0"																			
132				3' - 0"	7' - 0"																			
133				3' - 0"	7' - 0"																			
134				3' - 0"	7' - 0"																			
135				3' - 0"	7' - 0"																			
136A				3' - 0"	7' - 0"																			
136B				3' - 0"	7' - 0"																			
137A				3' - 0"	7' - 0"																			
137B				3' - 0"	7' - 0"																			
137C				6' - 0"	8' - 0"																			
139				3' - 0"	7' - 0"																			
140				3' - 0"	7' - 0"																			
141				3' - 0"	7' - 0"																			
143A				3' - 0"	7' - 0"																			
143B				6' - 0"	7' - 0"																			
144				3' - 0"	7' - 0"																			
145				3' - 0"	7' - 0"																			
A416				3' - 0"	7' - 0"																			
A422				3' - 0"	7' - 0"																			
A428				3' - 0"	7' - 0"																			
A434				3' - 0"	7' - 0"																			
A440				3' - 0"	7' - 0"																			
A446				3' - 0"	7' - 0"																			
A452				3' - 0"	7' - 0"																			
A458				3' - 0"	7' - 0"																			
A464				3' - 0"	7' - 0"																			
A470				3' - 0"	6' - 8"																			
A487				3' - 0"	7' - 0"																			
A493				3' - 0"	7' - 0"																			
A499				3' - 0"	7' - 0"																			
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A511				3' - 0"	7' - 0"																			
A517				3' - 0"	7' - 0"																			
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A529				6' - 0"	7' - 0"																			
A540				3' - 0"	7' - 0"																			
A557				3' - 0"	6' - 8"																			
A569				3' - 0"	7' - 0"																			
A586				3' - 0"	7' - 0"																			
A598				2' - 4"	7' - 0"																			
A604				2' - 4"	7' - 0"																			
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A616				2' - 4"	7' - 0"																			
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A640				2' - 4"	7' - 0"																			
A646				3' - 0"	7' - 0"																			
A652				5' - 0"	7' - 0"																			
A653				5' - 0"	7' - 0"																			
A654				12' - 0"	14' - 0"																			
A655				14' - 0"	14' - 0"																			
A656				12' - 0"	14' - 0"																			
A657				12' - 0"	14' - 0"																			
A658				14' - 0"	14' - 0"																			
A777				3' - 0"	7' - 0"																			
A778				3' - 0"	7' - 0"																			
A779				3' - 0"	7' - 0"																			
A780				3' - 0"	7' - 0"																			

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1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523

630.574.8300 OFFICE
630.574.7070 FAX

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630.668.7603 (O)
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STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
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MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2575 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
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ISSUANCE		
NO	DATE	DESCRIPTION

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PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

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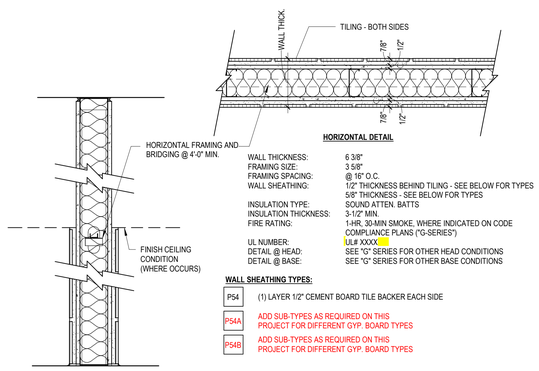
DOOR SCHEDULE & DOOR DETAILS

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HORIZONTAL DETAIL

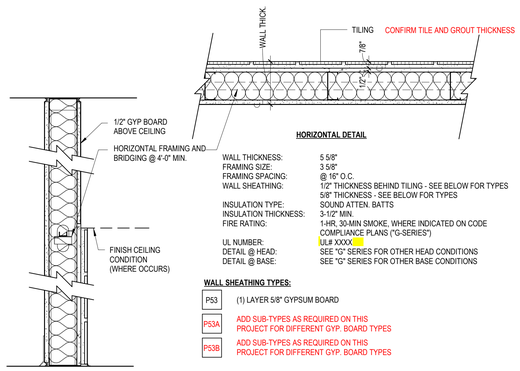
WALL THICKNESS:	6 3/8"
FRAMING SIZE:	3 5/8"
FRAMING SPACING:	@ 16" O.C.
WALL SHEATHING:	1/2" THICKNESS BEHIND TILING - SEE BELOW FOR TYPES 5/8" THICKNESS - SEE BELOW FOR TYPES
INSULATION TYPE:	SOUND ATTEN. BATTS
INSULATION THICKNESS:	3-1/2" MIN.
FIRE RATING:	1-HR, 30-MIN SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

WALL SHEATHING TYPES:

P54	(1) LAYER 1/2" CEMENT BOARD TILE BACKER EACH SIDE
P54A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES
P54B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES

VERTICAL DETAIL

7 PARTITION TYPE
1 1/2" = 1'-0"



HORIZONTAL DETAIL

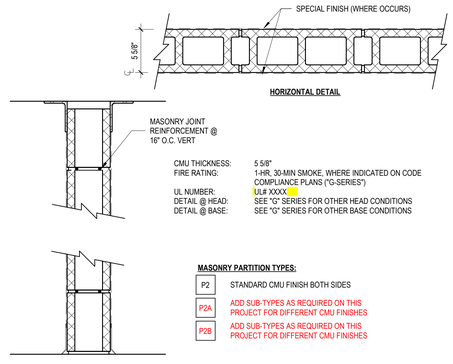
WALL THICKNESS:	5 5/8"
FRAMING SIZE:	3 5/8"
FRAMING SPACING:	@ 16" O.C.
WALL SHEATHING:	1/2" THICKNESS BEHIND TILING - SEE BELOW FOR TYPES 5/8" THICKNESS - SEE BELOW FOR TYPES
INSULATION TYPE:	SOUND ATTEN. BATTS
INSULATION THICKNESS:	3-1/2" MIN.
FIRE RATING:	1-HR, 30-MIN SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

WALL SHEATHING TYPES:

P53	(1) LAYER 5/8" GYPSUM BOARD
P53A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES
P53B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES

VERTICAL DETAIL

6 PARTITION TYPE
1 1/2" = 1'-0"



HORIZONTAL DETAIL

CMU THICKNESS:	5 5/8"
FIRE RATING:	1-HR, 30-MIN SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

VERTICAL DETAIL

MASONRY PARTITION TYPES:

P2	STANDARD CMU FINISH BOTH SIDES
P2A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT CMU FINISHES
P2B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT CMU FINISHES

1 PARTITION TYPE
1 1/2" = 1'-0"

HORIZONTAL DETAIL

WALL THICKNESS:	4 1/4"
FRAMING SIZE:	3 5/8"
FRAMING SPACING:	@ 16" O.C.
WALL SHEATHING:	5/8" THICKNESS - SEE BELOW FOR TYPES
INSULATION TYPE:	SOUND ATTEN. BATTS
INSULATION THICKNESS:	3 1/2" MIN.
FIRE RATING:	SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

WALL SHEATHING TYPES:

P41	(1) LAYER 5/8" GYPSUM BOARD
P41A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES
P41B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES

VERTICAL DETAIL

4 PARTITION TYPE
1 1/2" = 1'-0"

HORIZONTAL DETAIL

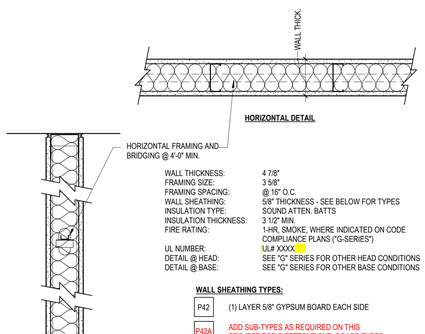
CMU THICKNESS:	7 5/8"
FIRE RATING:	1-HR, 2-HR, 30-MIN SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

VERTICAL DETAIL

MASONRY PARTITION TYPES:

P3	STANDARD CMU FINISH BOTH SIDES
P3A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT CMU FINISHES
P3B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT CMU FINISHES

2 PARTITION TYPE
1 1/2" = 1'-0"



HORIZONTAL DETAIL

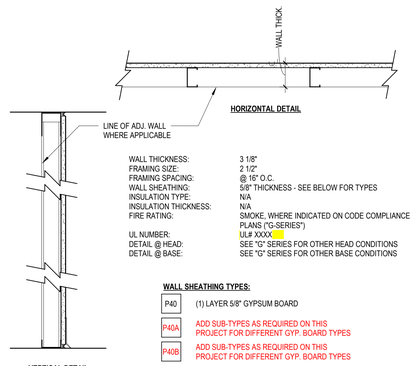
WALL THICKNESS:	4 7/8"
FRAMING SIZE:	3 5/8"
FRAMING SPACING:	@ 16" O.C.
WALL SHEATHING:	5/8" THICKNESS - SEE BELOW FOR TYPES
INSULATION TYPE:	SOUND ATTEN. BATTS
INSULATION THICKNESS:	3 1/2" MIN.
FIRE RATING:	1-HR, SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

WALL SHEATHING TYPES:

P42	(1) LAYER 5/8" GYPSUM BOARD EACH SIDE
P42A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES
P42B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES

VERTICAL DETAIL

5 PARTITION TYPE
1 1/2" = 1'-0"



HORIZONTAL DETAIL

WALL THICKNESS:	3 1/8"
FRAMING SIZE:	2 1/2"
FRAMING SPACING:	@ 16" O.C.
WALL SHEATHING:	5/8" THICKNESS - SEE BELOW FOR TYPES
INSULATION TYPE:	N/A
INSULATION THICKNESS:	N/A
FIRE RATING:	SMOKE, WHERE INDICATED ON CODE COMPLIANCE PLANS ("G-SERIES")
UL NUMBER:	UL# XXXX
DETAIL @ HEAD:	SEE "G" SERIES FOR OTHER HEAD CONDITIONS
DETAIL @ BASE:	SEE "G" SERIES FOR OTHER BASE CONDITIONS

WALL SHEATHING TYPES:

P40	(1) LAYER 5/8" GYPSUM BOARD
P40A	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES
P40B	ADD SUB-TYPES AS REQUIRED ON THIS PROJECT FOR DIFFERENT GYP. BOARD TYPES

VERTICAL DETAIL

3 PARTITION TYPE
1 1/2" = 1'-0"

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FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
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2100 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
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STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
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MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
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PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

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PARTITION TYPES

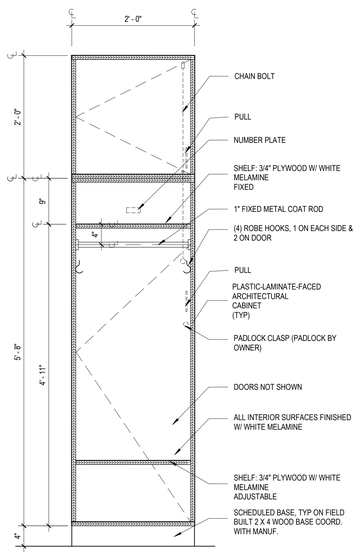
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NOTE:
1. ALL LOCKERS TO BE PL-1, SEE SPECIFICATIONS
2. LOCKERS ARE 24" DEEP

1 LOCKER SECTION
1" = 1'-0"

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1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523

630.574.8300 OFFICE
630.574.7070 FAX

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2320 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
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STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
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MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2075 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
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1475 N HICKS RD, PALATINE, IL 60074

100% SD ISSUANCE (UPDATE)

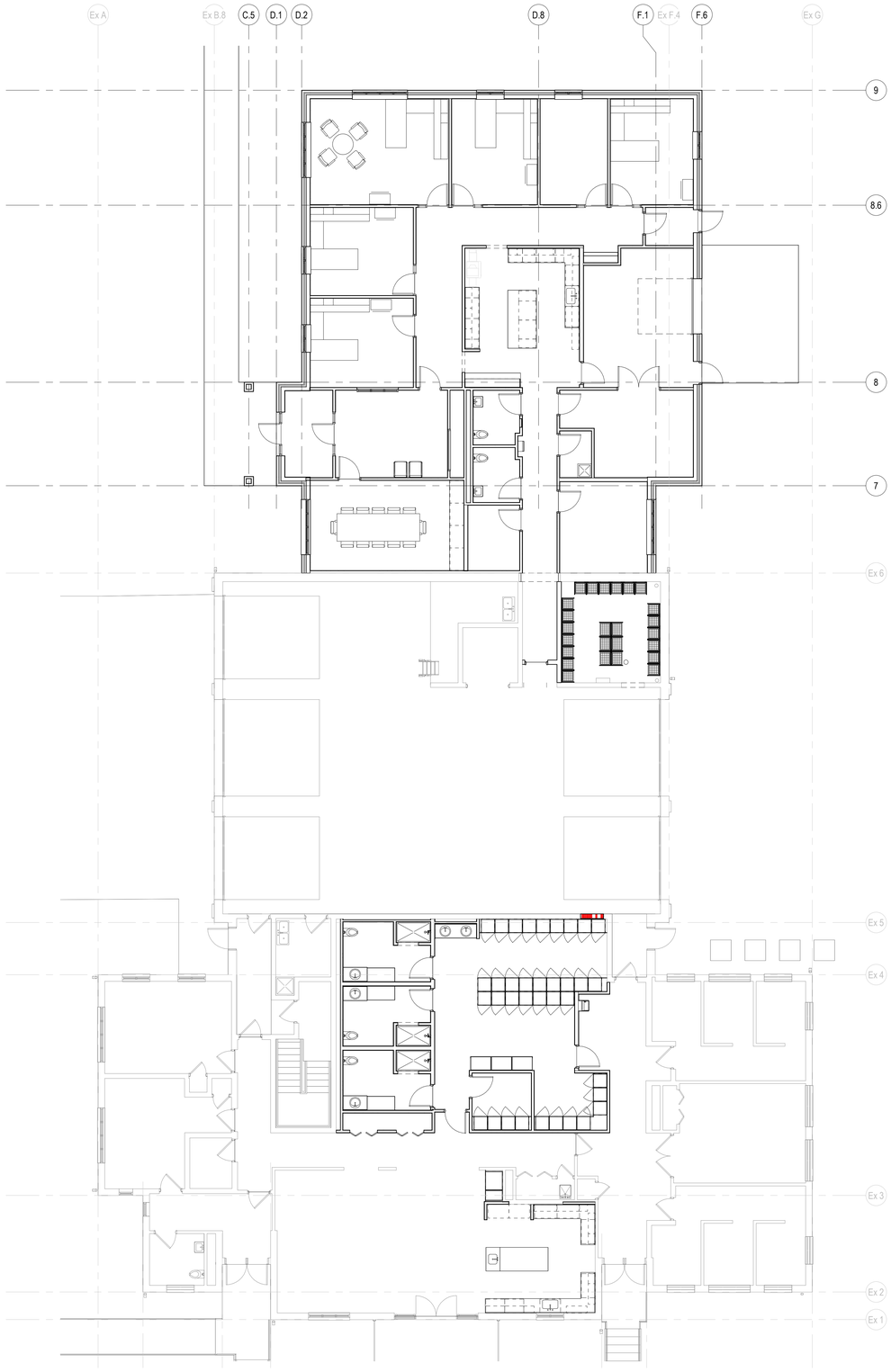
CASEWORK TYPES AND DETAILS

SHEET NO.
A6.1

JOB NO. 23-3804.01
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Attachment: 2024-03-12_Palatine FS Progress Print (Fire Stations 82 Addition Design Development)

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Autodesk Docs://23-3804.02_Palatine Fire Station/23-3804.02_PalatineFD_Station82_Central_2022.rvt
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1 **MAIN LEVEL FLOOR FURNITURE PLAN**
1/8" = 1'-0"

N

fgma

FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523

630.574.8300 OFFICE
630.574.7070 FAX

ILLINOIS PROFESSIONAL DESIGN
FIRM #184-000350

CIVIL
WEBSTER, McGRATH & AHLBERG, LTD.
2100 Manchester Road, Building A, Suite 203
WHEATON, IL 60187
630.668.7603 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

STRUCTURAL
McCLUSKEY ENGINEERING CORP.
1887 High Grove Lane
NAPERVILLE, IL 60540
630.717.5335(O) 630.717.5397(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

MECH/ELEC/PLUMBING/FIRE PROECTION
WT GROUP
2575 Pratum Avenue
HOFFMAN ESTATES, IL 60192
224.293.6333 (O) 224.293.6444(F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 184.007570-0015

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

Not for regulatory approval, permit or construction.

The information on this document is preliminary or incomplete, not for construction, recording purposes, or implementation.

ISSUANCE		
NO	DATE	DESCRIPTION

PALATINE FD STATION 82
PALATINE FIRE DEPARTMENT
1475 N HICKS RD, PALATINE, IL 60074

100% SD ISSUANCE (UPDATE)

FURNITURE PLANS

SHEET NO.
A9.0

JOB NO. 23-3804.01
© 2023 FGM Architects Inc.

Attachment: 2024-03-12_Palatine FS Progress Print (Fire Stations 82 Addition Design Development)

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Autodesk Docs://23-3804.02_Palatine Fire Station/23-3804.02_PalatineFD_Station82_Central_2022.rvt
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Consider a Motion Waiving the Bid Process and Authorizing the Village Manager to Enter Into a Sole Source Purchase for a New Ambulance

BACKGROUND:
The Village of Palatine currently operates 6 ambulances; 4 front-line, 1 reserve, and 1 mechanical spare. The 4 front-line ambulances are strategically located at Fire Stations 81, 82, 83 & 84. This ambulance purchase would replace a 2013 International Wheeled Coach ambulance (T-426).

The Fire Department has purchased 6 Braun ambulances since 2013 and has been tremendously pleased with the quality, unique features, and service performance of the vehicles. Braun's unique "Solid Body" construction of the patient compartment module is one of the strongest in the industry and is allowing the Fire Department the opportunity to remove the patient compartment module from the older chassis and remounting it onto a new 2026 International MV chassis. Reusing the existing patient compartment module will save the Village of Palatine approximately $100,000 on this purchase.

This proposal is sole sourced since the remounting will be performed by the original ambulance manufacturer; Braun Industries, Inc. (Van Wert, OH). As such, it is necessary to waive the formal bid process as part of this approval.

KEY ISSUES:
The normal service-life for an ambulance in Palatine is 12-years total; 8-years front-line, 2-years as a reserve, and 2-years as a mechanical spare. Lead time for building a new ambulance is approximately 2 years. The last new ambulance was ordered in 2023 and is expected in the spring of 2025. This purchase is in the 2024 Capital Budget. If approved, it would be ordered before April 1, 2024 and expected in 2026.

ALTERNATIVES:
1. Purchase a new 2026 remounted Braun ambulance from Braun Industries, Inc., for $315,324.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends a motion to waive the formal bid process and approve a sole source contract with Braun Industries, Inc., for $315,324.

ACTION REQUIRED:
Consider a motion waiving the bid process and entering into a sole source contract to purchase a new 2026 remounted ambulance from Braun Industries, Inc., for $315,324.

ATTACHMENTS:

- Braun Proposal 2026 Remount Ambulance

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

Attachment: Braun Proposal 2026 Remount Ambulance (Ambulance Purchase)

DEMERS AMBULANCES | BRAUN CUSTOM AMBULANCES Built for Life | CRESTLINE World Class Safety and Innovation

30 January 2024

Palatine Fire Department
39 E Colfax Street
Palatine, Il 60067
Deputy Chief Scott Mackeben

Proposal for Braun Type I Chief XL Remount

Braun Industries is pleased to provide the following proposal to Palatine FD, the unit will comply with the specifications attached and made part of this proposal.

Description Amount:

Braun Chief XL Type I Ambulance (R6984) Remounted on a MY2026 International MV chassis for a sum of $315,324.00 per the provided specifications.

This price is FOB Van Wert Ohio, delivery to Illinois can be quoted at the time of invoice.

This quote price is good until February 28, 2024.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status. It is the duty of the purchasing organization to pay any and all the taxes due. Balance of the sales price is due upon acceptance of the apparatus at the factory. Balance of sale price is due upon acceptance of the apparatus at the factory.

Acceptance. In an effort to ensure the Purchase Agreement terms and conditions are understood and adhered to, Braun Industries, Inc. requires an authorized individual from the purchasing organization sign and date this proposal and include with I any purchase order. Upon signing of this proposal, the terms and conditions stated within the purchase agreement will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws in the state of Ohio. No additional terms or conditions will be binding upon Braun Industries, Inc. unless agreed to in writing and signed by a duly authorized officer of Braun Industries, Inc.

Please feel free to contact me directly with any questions.

David Greenfeld
Regional Sales Manager
DBC

I, _____ The authorized representative of Palatine FD. agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Attachment: Braun Proposal 2026 Remount Ambulance (Ambulance Purchase)

Consider a Motion Authorizing the Village Manger to Execute a Proposal for a Lead Service Line Inventory

BACKGROUND:
The Illinois Environmental Protection Agency (IEPA) recently awarded the Village a Lead Service Line Inventory Grant of $50,000 to the Village. The funds will be used to verify the accuracy of the existing water service line inventory that was completed in 2015 as part of the water meter replacement project.

KEY ISSUES:
- A qualification-based selection process was followed to select Robinson Engineering for this project.
- The engineering costs would be fully funded by the grant.
- The scope of services will focus on selecting a subcontractor to inspect water service line material at select locations, updating the lead service line inventory, and submitting the revised inventory to the IEPA.
- Service line inspections will be conducted this spring and are anticipated to be complete by summer.
- The IEPA will make an advance payment of $25,000 to the Village upon the full execution of the professional engineering services proposal.

ALTERNATIVES:
1. Authorize the Village Manager to execute the proposal from Robinson Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the proposal from Robinson Engineering for a Lead Service Line Inventory in the not-to-exceed amount of $50,000.

BUDGET IMPACT:
50% of the grant funds will be paid in advance upon the Village's execution of the proposal and request to the IEPA. Reimbursement for the remaining 50% will be upon project completion.

ACTION REQUIRED:
Motion to authorize the Village Manager to execute the proposal from Robinson Engineering of Itasca, Illinois for a Lead Service Line Inventory in the not-to-exceed amount of $50,000.

ATTACHMENTS:

- Robinson

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

Robinson ENGINEERING

February 25, 2024

To: Village of Palatine
200 E Wood Street
Palatine, IL 60067

Attn: Matt Barry, Director of Public Works

RE: Proposal for Professional Engineering Services
Water Service Line Material Inventory

Dear Director Barry:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal for water service line material inventorying for the Village of Palatine (Village). REL takes great pride in partnering with our clients to achieve their goals, and sincerely appreciates the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and IEPA Agreement Requirements. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The Illinois Lead Service Line Replacement and Notification Act went into effect in January of 2022. This act requires communities to develop and implement plans to identify and remove lead water service lines (LSLs) from the public water main to the connection with the plumbing inside the building (typically at the water meter). Planning for these efforts requires a stepwise program, with the first step being the establishment of an inventory of service line materials in town. This legislation from the State of Illinois requires a final inventory of all water system service lines to be submitted by April 15, 2024.

2. SCOPE OF SERVICES- SERVICE LINE MATERIAL INVENTORY

REL, with input from the Village, has identified a targeted project area within the Village limits consisting of approximately 3,000 parcels according to data from the Cook County GIS database. Further refinement of this area will be a part of the scope described in the Desktop Inventory section below.

The Inventory effort will seek to classify the water system service line material (both private and public ownership sides) of the service line for all serviced locations within the project area. REL will follow the Illinois Lead Service Line Replacement and Notification Act rules to perform this work. Work elements are as follows, with itemized costs for each element:

a. Desktop Inventory- REL staff will meet with Village staff to conduct interviews and discuss the desktop inventory effort. Maps will be reviewed, and Village staff will share information on water service material types throughout the system. The Village will provide REL with all existing records that might indicate water service line material type for the project area, including but not limited to water meter replacement records, water main replacement projects, water main tap cards, water main break data, and water service line repairs. REL staff will memorialize applicable data for processing. Cost for the desktop inventory is $3,000.
b. Survey- REL would host a service line material determination survey on an ArcGIS application. The survey would ask residents to take photos of their service lines and submit the photos for REL to evaluate. REL would develop the language and layout for the survey, as well as the associated mailers to notify residents of the survey. The initial mailers would be printed on 5.5x8" card stock and delivered through the United States Postal Service to

Attachment: Robinson (Lead Service Line Inventory)

each parcel in the project area. REL staff would review results from the survey and determine service line material type based on photos submitted. Geographical Information Services (GIS) would be employed to host the survey, delegate responses, and review results. Cost for this item for would be $10,000.

c. Appointments- REL staff would take phone calls and emails to set up appointments for Village staff to carry out to investigate service line materials. Village would be provided a weekly updates of appointment inspections made. This cost would be incidental to the cost of the survey and survey follow-up.

d. Exploratory Excavations- REL will coordinate the procurement of a subcontractor to excavate on the public side of the b-box to determine water service line material for parcels selected by REL. REL will not observe the subcontractor's work but may provide guidance if questions arise in the field. The Subcontractor will provide photos with documentation of service material type. Cost for this item is $32,000. It is estimated that $30,000 will be paid to the Subcontractor (billed through REL) for excavation, and $2,000 to REL for coordination and documentation review.

e. Field Investigations- REL will perform in-home inspections and meter pit inspections for selected homes to determine private-side service line material and record in the GIS inventory. Cost for field investigations is $5,000. REL will perform any additional field work as needed at our standard hourly rates after approval from the Village.

Items above are recommended to provide the Village with a confidence in their system and scope of their lead water service line replacement program. Per the Illinois Lead Service Line Replacement and Notification Act, all unknown water service lines as of 2027 will be placed on a required replacement schedule. The Village must establish their own level of confidence in water service line material type; however, we believe these items would provide the Village with the information required to certify their Inventory.

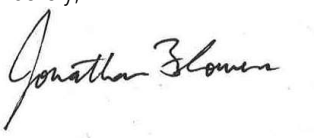
3. PAYMENT TERMS

REL proposes to perform the above scope of services for a lump sum fee of $50,000. This fee will be billed on a percentage completion basis. Any other work not listed in the scope above requested and authorized by the Village will be billed at our standard hourly rates.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.
Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2015 or email me at jflowers@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Sincerely,



Jonathan D. Flowers, PE
Senior Engineer

Accepted this _____ day of _____, 2024.

By: _____
Signature

_____
Printed Name, Title

Attachment: Robinson (Lead Service Line Inventory)

IEPA REQUIREMENTS

1. Audit, Access to Records

i) The ENGINEER agrees to include subsections (i) through (iv) below in all contracts and subcontracts directly related to project performances which are in excess of $25,000. To maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting principles in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

ii) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

iii) The ENGINEER agrees to disclosure of all information and reports resulting from access to records pursuant to subsection (i) above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

iv) Records under subsection (i) above shall be maintained and made available during performance on IEPA loan work under this agreement and until three years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation or exception.

2. Covenant Against Contingent Fees

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3. DBE/MBE/WBE

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises, minority business enterprises and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

4. Non-Discrimination

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

5. Certification of no Disbarment or Suspension

The ENGINEER certifies that no person(s) performing services under this agreement has not been disbarred or suspended in accordance with federal Executive Order 12549.

Attachment: Robinson (Lead Service Line Inventory)

Article XI Lobbying

Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has field the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget , and there after treated as other Unallowable Costs.

Procurement Lobbying. Grantee warrants and certifies that it and to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State , or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

Certification. This certification is a material representation of fact upon which reliance was placed to enter in to this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Attachment: Robinson (Lead Service Line Inventory)

Classification	Rate
Principal Engineer 1	$219.00
Senior Project Manager 1 /2	$199.00 / $209.00
Senior Engineer 1 / 2 / 3	$176.00 / $189.00 / $197.00
Project Engineer 1 / 2 / 3 / 4	$140.00 / $148.00 / $158.00 / $169.00
Project Manager 1 /2 / 3	$148.00 / $156.00 / $166.00
Engineering Technician	$140.00
Chief Land Surveyor	$176.00
Land Surveyor 1 / 2 / 3	$134.00 / $151.00 / $164.00
Surveying Technologist 1 / 2	$119.00 / $134.00
Senior Planner	$166.00
Planner	$145.00
Project Scientist	$164.00
Grant Writer 1 / 2	$102.00 / $121.00
Project Developer 1 / 2 / 3	$119.00 / $159.00 / $181.00
GIS Coordinator	$176.00
GIS Developer	$144.00
GIS Technologist	$117.00
CAD Manager	$166.00
CAD Designer	$145.00
CAD Technologist 1 / 2	$110.00 / $126.00
Resident Engineer 1 / 2 / 3	$140.00 / $156.00 / $168.00
Resident Engineering Representative 1 / 2 / 3	$139.00 / $145.00 / $153.00
Field Superintendent	$185.00
Assistant Field Superintendent	$175.00
Field Crew Chief	$139.00
Field Crew Member 1 / 2	$89.00 / $106.00
Operations Manager	$156.00
Operations Coordinator	$112.00
Operator 1 / 2 / 3	$96.00 / $102.00 / $109.00
IT Technologist / IT Coordinator	$119.00 / $159.00
Administrative 1 / 2	$89.00 / $101.00
Project Administration	$117.00
Intern / Engineering Intern	$59.00
1 Man Field Crew - Prevailing Wage*	$185.00
2 Man Field Crew - Prevailing Wage*	$310.00

- Rates are subject to revision on or after 1/1/2025.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%
- *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.

Robinson ENGINEERING

Attachment: Robinson (Lead Service Line Inventory)

Consider an Ordinance Amending Chapter 16 - Construction and Maintenance of Facilities in the Public Rights-of-Way of the Village of Palatine's Code of Ordinances

BACKGROUND:
With modernizations to our right-of-way permitting application and review process, a review was made to Chapter 16. Additional cleanup was completed to address nursery and tree management standards and abatement of dangerous trees.

KEY ISSUES:
- Permit application and review will be exclusively through the Village's electronic software system.
- The American Standard for Nursery Stock (ANSI Z60.1), tree care management standards (ANSI A300), and the Village's Deciduous Parkway Tree Specifications are now incorporated.
- The timeframe for property owners to abate a dangerous tree or limb is clarified to be within 10 days upon notice.

ALTERNATIVES:
. Approve the ordinance amending Chapter 16.
. Do not approve the ordinance amending Chapter 16.

RECOMMENDATION:
Staff recommends approval of the text amendments.

ACTION REQUIRED:
Motion to approve the Ordinance Amending Chapter 16 of the Village's Code of Ordinances.

ATTACHMENTS:
- Ordinance Chapter 16 March 2024 Revision
- Exhibit A Chapter 16 Clean
- Exhibit B Chapter 16 Amendments

RESULT:	**APPROVED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

Attachment: Ordinance Chapter 16 March 2024 Revision (Chapter 16 - Rights-of-Way Code Amendments)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16-CONSTRUCTION AND MAINTENANCE OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALATINE

Published in pamphlet form by authority of the Mayor and Council of the Village of Palatine on March 18, 2024

ORDINANCE NO. _____

AN ORDINANCE AMENDING
CHAPTER 16 – CONSTRUCTION AND MAINTENANCE OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALATINE

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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the Mayor and Council desire to amend Chapter 16 of the Village Code to update the procedure for permit application and review to an electronic system, incorporate nursery and tree management standards, and add a timeframe for abating dangerous trees or limbs; and

WHEREAS, the Mayor and Council have determined that it will serve and be in the best interests of the Village and its residents to amend Chapter 16 of the Village Code pursuant to this Ordinance;

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: That the Code of Ordinances, of the Village of Palatine, Illinois is hereby amended by amending Chapter 16 Construction and Maintenance of Facilities in the Public Rights-of-Way, which shall be read as indicated on Exhibit "A".

SECTION 2: That the Village Clerk is directed to maintain a record of the modifications to the existing Ordinance (a redlined version of the modifications

Attachment: Ordinance Chapter 16 March 2024 Revision (Chapter 16 - Rights-of-Way Code Amendments)

approved pursuant to this Ordinance as indicated on Exhibit "B").

SECTION 3: If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED: This _____ of _____, 2024

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

APPROVED by me this _____ of _____, 2024

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ of _____, 2024

_____
Village Clerk

Attachment: Ordinance Chapter 16 March 2024 Revision (Chapter 16 - Rights-of-Way Code Amendments)

Chapter 16 CONSTRUCTION AND MAINTENANCE OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

***Cross reference(s)**--Director of public works to have charge of construction and care, §2-172; building codes and building regulations, Ch. 6; public improvements as a condition precedent to issuance of building permit, § 6-56; deposits in streets prohibited, § 8-5; housing, Ch. 10; refuse, refuse, etc., on streets, etc., §12-28; antilitter regulations, §12-191 et seq.; water and sewer services, Ch. 19; zoning, App. A; subdivision regulations, App. B.

Editor's note: Chapter 16 STREETS AND SIDEWALKS, was deleted in its entirety by Ordinance #0-109-99, passed August 9, 1999. A new Chapter 16 was adopted by the same ordinance.

Editor's note: Ordinance #0-22-15, passed March 16, 2015, replaced Chapter 16 in its entirety.

Art. I. In General and Utilities §§ 16-1--16-26
Art. II. Streets, Sidewalks and Rights-of-way §§ 16-27--16-60
Art. III. Driveways §§ 16-61--16-70
Art. IV. Excavations, §§ 16-71--16-85
Art. V. Sub-Sidewalk Space, §§ 16-86--16-100
Art. VI. Trees & Shrubs, §§ 16-101--129

ARTICLE I. - IN GENERAL AND UTILITIES.

Sec. 16-1. Purpose and Scope.

a) Purpose. The purpose of this Chapter is to establish policies and procedures for constructing and/or maintaining facilities on rights-of-way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

b) Facilities Subject to This Chapter. This Chapter applies to all facilities on, over, above, along, upon, under, across, or within the public ways and public rights-of-way within the jurisdictional limits of the Village and outside the jurisdictional limits of the Village in the event the Village has authority or maintenance responsibility over it. A facility lawfully established prior to the effective date of this Chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement. Facilities constructed in conjunction with a new subdivision to be dedicated to the Village, and which is subject to Appendix B - Subdivisions, Site Development and Floodplain Regulations shall be exempt from this Chapter until completed and accepted by the Village.

c) Franchises, Licenses, or Similar Agreements. The Village, in its discretion and as provided by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village ways and rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In such an agreement, the Village may provide for terms and conditions inconsistent with this Chapter.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

d) Effect of Franchises, Licenses, or Similar Agreements.

1) Utilities Other Than Telecommunications Providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the Village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

2) Telecommunications Providers. In the event of any conflict with, or inconsistency between, the provisions of this Chapter and the provisions of any franchise, license or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

e) Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

f) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Chapter, the utility shall comply with the requirements of this Chapter to the maximum extent possible without violating federal or State laws or regulations.

g) Sound Engineering Judgment. The Village shall use sound engineering judgment when administering this Chapter and therefore may vary the standards, conditions, and requirements expressed in this Chapter when deemed necessary under sound engineering judgement. Nothing herein shall be construed to limit the ability of the Village to regulate its ways and rights-of-way for the protection of the public health, safety and welfare.

Sec. 16-2. Definitions.

As used in this Chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this Section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code 530.30, unless the context clearly requires otherwise.

"AASHTO" - American Association of State Highway and Transportation Officials.

"*ANSI*" - American National Standards Institute.

"*Applicant*" - A person applying for a permit under this Chapter.

"*ASTM*" - American Society for Testing and Materials.

"*Backfill*" - The methods or materials for replacing excavated material in a trench or pit.

"*Bore*" or "*Boring*" - To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

"*Caliper*" - Shall mean the diameter of any tree trunk six inches above ground level.

"*Carrier Pipe*" - The pipe enclosing the liquid, gas or slurry to be transported.

"*Casing*" - A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

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"*Circuit*" - The complete assembly of generators, conductors, fibers, switches, and lines by which an electrical or optical current or signal is transmitted.

"*Clear Zone*" - The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

"*Coating*" - Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

"*Code*" - The Code of Ordinances of the Village of Palatine.

"*Conductor*" - Wire carrying electrical current.

"*Conduit*" - A casing or encasement for wires or cables.

"Construction or Construct" - The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

"*Cover*" - The depth of earth or backfill over buried utility pipe or conductor.

"*Crossing Facility"* - A facility that crosses one or more right-of-way lines of a right-of-way.

"Director of Public Works" - The Village Director of Public Works or his or her designee.

"*Disrupt the Right-of-Way*" - For the purposes of this Chapter, any work that obstructs the right-of-way or causes an adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

"*Driveway*" - Shall mean a place improved for vehicular traffic on street right of way which connects the traveled portion of the street with the lot or parcel of land adjacent thereto.

"*Driveway, residential*" - Shall mean a driveway serving property used exclusively for residence purposes.

"*Driveway, non-residential*" - Shall mean a driveway serving property used in whole or in part for other than residence purposes.

"*Easement"* - Any land, public or private, upon which any utility has any right(s) granted for access, usage, placement, construction, or maintenance of or relative to the operation of its utility system(s).

"Emergency" - Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

"*Encasement*" - Provision of a protective casing.

"*Engineer*" - The Village Engineer or his or her designee.

"*Equipment"* - Materials, tools, implements, supplies, and/or other items used to facilitate construction and/or maintenance of facilities.

"*Excavation*" - The making of a hole or cavity by removing material, or laying bare by digging.

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"*Extra Heavy Pipe*" - Pipe meeting ASTM standards for this pipe designation.

"*Facility*" - All structures, devices, objects, and materials (including track and rails, wires, ducts, fiber optic cable, communications and video cables and wires, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within public ways or rights-of-way as herein defined under this Chapter, except those owned by the Village.

"Freestanding Facility" - A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

"*Frontage Road"* - Roadway, usually parallel, providing access to land adjacent to the highway where control of access on highway exists.

"Hazardous Materials" - Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Village Director of Public Works to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

"*Highway Code*" - The Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, as amended from time to time.

"*Highway*" - A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. Highway includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

"*IDOT*" - Illinois Department of Transportation.

"*ILCC*" - Illinois Commerce Commission.

"*Jacking*" - Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

"*Jetting*" - Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

"*Joint Use*" - The use of pole lines, trenches or other facilities by two or more utilities.

"Major Intersections" - The intersection of two or more major arterial highways.

"*Municipal Property*" - Shall mean all property owned or under the control or jurisdiction of the Village.

"*Occupancy*" - The presence of facilities on, over or under right-of-way.

"*Overhead Utility Lines*" - Wires, cables, or fibers used for the distribution and/or the transmission of public services, including but not limited to electricity, cable television, telecommunications, or data, that are located above ground.

"Parallel Facility" - A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

"*Parkway*" - Any portion of the right-of-way not improved by street or sidewalk.

"*Parkway Tree*" - Shall mean any tree in a public place.

"*Pavement Cut*" - The removal of an area of pavement for access to facility or for the construction and/or maintenance of a facility.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

"*Permittee*" - That entity to which a permit has been issued pursuant to this Chapter.

"*Practicable"* - That which is performable, feasible or possible, rather than that which is simply convenient.

"*Pressure*" - The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

"*Petroleum Products Pipelines*" - Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

"*Prompt*" - That which is done within a period of time specified by the Village. If no time period is specified, the period shall be 30 days.

"*Public Entity*" - A legal entity that constitutes or is part of the government, whether at local, state or federal level.

"*Public Highway*" - Shall mean all land lying between the sidewalks, all alleys, and all roadways including adjacent municipal property.

"*Public Way(s)*" - See Right-of-Way.

"*Removal*" - When used regarding trees, shall mean the actual removal or causing the effective removal through damaging, poisoning, or other direct or indirect actions resulting in the death of a tree.

"*Replacement*" - The act of repairing, taking, or filling the place of a facility or circuit, in whole or in part, that is to be removed, discarded or that has exceeded its useful life.

"*Restoration*" - The repair of a right-of-way, highway, roadway, or other area disrupted by the construction and/or maintenance of a facility.

"*Right-of-Way*" - Any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including easements as herein defined, public and private, within the jurisdictional limits of the Village and outside the jurisdictional limits of the Village in the event the Village has authority or maintenance responsibility over it. "Right-of-way" shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way.

"*Roadway"* - That part of the highway that includes the pavement and shoulders.

"*Sale of Telecommunications at Retail*" - The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

"*Security Fund"* - That amount of security required pursuant to Section 16-11 or as otherwise set forth in this chapter.

"*Shoulder*" - A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

"*Sidewalk*" - Shall mean that portion of the street right of way between the curb lines or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians and generally separated from the curb or roadway surface by a parkway or grass plot.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

"*Sound Engineering Judgment*" - A decision(s) consistent with generally accepted engineering principles, practices and experience.

"*Telecommunications*" - This term includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, specialized mobile radio services, or any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. Unless the context clearly requires otherwise, "telecommunications" shall also include wireless telecommunications as defined in the Illinois Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq*. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by him or her to the ultimate retail consumer who originates or terminates the end-to-end communications. Retailer access charges, right of access charges, charges for use of intercompany facilities, and all telecommunications resold in the subsequent provision and used as a component of, or integrated into, end-to-end telecommunications service shall not be included in gross charges as sales for resale. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following) as now or hereafter amended or cable or other programming services subject to an open video system fee payable to the Village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.D.F. 76.1550 and following) as now or hereafter amended.

"*Telecommunications Provider"* - Means any person that installs, owns, operates or controls facilities in the public right-of-way used or designed to be used to transmit telecommunications in any form.

"*Telecommunications Retailer*" - Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

"*Trees*" - Shall include shrubs which grow higher than ten feet.

"*Trench*" - A relatively narrow open excavation for the installation of an underground facility.

"*Utility*" - The individual or entity owning or operating any facility as defined in this Chapter.

"*Vent*" - A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

"Village" - The Village of Palatine.

"*Water Lines*" - Pipelines carrying raw or potable water.

"*Wet Boring*" - Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

Sec. 16-3. Supervision.

All public streets, alleys, sidewalks and other public ways shall be under the supervision of the Director of Public Works. He shall have the supervision over all work thereon, and the cleaning thereof, and shall be charged with the enforcement of all provisions of this Code and other ordinances relating to such public places (except traffic ordinances) and is hereby authorized to enforce such provisions.

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Sec. 16-4. Registration and Annual Updates Required.

a) Every utility that occupies right-of-way within the Village shall register on or before January 15 every five (5) years with the Director of Public Works, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in Section 16-9 of this Chapter, in the form of a certificate of insurance. This registration shall be valid for a period of five (5) years. The herein required information shall be updated annually to the extent any information changes.

b) In addition, the registering utility shall provide a letter of acknowledgment, on the registrant's letterhead, acknowledging the utility's awareness of this Chapter and its full agreement to the terms and conditions herein contained. A telecommunications provider that has registered under this Section, shall be deemed to have satisfied the registration requirement under Section 16-4 of this Code. Registrants under this Chapter shall provide and maintain an annual security in the minimum amount of Thirty Thousand Dollars ($30,000). Such security shall be in the forms prescribed under, and be in accordance with Section 16-11 of this Chapter and be in lieu thereof; except that the Village reserves the right to request an increase in said security amount in the event that the scope of any permit request exceeds the security amount herein required. In the event that an increase in the amount of the security is warranted and requested by the Village, the amount of such increase will be based upon and in accordance with Section 16-11 of this Chapter. In the event the Village utilizes any portion of the security amount, the utility shall immediately replenish the security amount back to the initial minimum Thirty Thousand Dollar ($30,000) amount, or the increased security level, whichever is greater. Furthermore every utility that occupies right-of-way within the Village shall, upon written request of the Village, provide the Village with maps (paper and electronic if available) of the utility's facilities which are located within the jurisdiction of the Village. The Village shall treat these maps (paper and electronic) as confidential and proprietary information and they shall not be released to any other entity except as required by law.

Sec. 16-5. Permit Required; Applications and Fees.

a) Permit Required. No person shall construct (as defined in this Chapter) any facility on, over, above, along, upon, under, across, or within any right-of-way located within the corporate limits of the Village which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Chapter), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Director of Public Works and obtaining a permit from the Village therefor, except as otherwise provided in this Chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. Application for, or granting of a permit from the Village shall in no way release or exempt the utility from any other permit requirements as may be required by any other entity having jurisdiction of any kind over the right-of-way involved. (Ord. No. 0-65-10, §1, 6/14/10)

b) Permit Application. All applicants seeking permits are required to submit their documentation through the online tools provided on the official Village of Palatine website. The online submission process shall be the sole method for accepting permit documentation, and paper submissions will not be accepted unless explicitly specified by the relevant Village department. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as proprietary or confidential by clearly marking each page of such materials accordingly.

c) Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

1) The utility's name, address, and telephone number;

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2) The applicant's name and address, if different than the utility, its telephone number, e-mail address, and its interest in the work;

3) The names, addresses and telephone numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;

4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

5) Evidence that the utility has placed on file with the Village:

i) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

ii) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and/or maintenance and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ILCC regulations for emergency contingency plans constitutes compliance with this Section unless the Village finds that additional information or assurances are needed;

6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;

7) Evidence of insurance as required in Section 16-9 of this Chapter;

8) Evidence of posting of the security fund as required in Section 16-11 of this Chapter;

9) Any request for a variance from one or more provisions of this Chapter (See Section 16-23).

10) Evidence of approved Zoning Variation from the Village Community Development Department, if so required (See Section 16-16 and 16-17); and

11) Such additional information as may be reasonably required by the Village.

d) Supplemental Application Requirements for Specific Types of Utilities. In addition to the requirements of Subsection c) of this Section, the permit application shall include the following items as applicable to the specific utility that is the subject of the permit application:

1) In the case of new electric power, communications or natural gas distribution system installation, evidence that any "Certificate of Public Convenience and Necessity" has been issued by the ILCC that the applicant is required by law, or has elected, to obtain;

2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Metropolitan Water Reclamation District and/or other local or state entities with jurisdiction, have been satisfied; or

5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

e) Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction and/or maintenance period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village within thirty (30) days after the change necessitating the amendment.

f) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Chapter shall be accompanied by a fee in the amount established in Fee Schedule Supplement to the Village Code of Ordinances. This application fee is to reimburse the Village for regulatory and administrative costs with respect to the work being performed, which costs the Village represents have been or will be incurred, and is not deemed to be compensation for the use of the rights-of-way as herein defined in this chapter. No application fee is required to be paid by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee pursuant to Chapter 20 of this Code or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act, or by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

Sec. 16-6. Action on Permit Applications.

a) Village Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the Director of Public Works or his or her designee within a reasonable time after filing. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the Director of Public Works shall reject such application in writing, stating the reasons therefor. If the Director of Public Works is satisfied that the proposed work conforms to the requirements of this Chapter and all applicable ordinances, codes, laws, rules, and regulations, the Director of Public Works shall issue a permit therefor as soon as practicable. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances Appendix A - Zoning.

b) Additional Village Review of Applications of Telecommunications Retailers.

1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the Village that it intends to commence work governed by this Chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the Village not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The Director of Public Works shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

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2) In the event that the Director of Public Works fails to provide such specification of location to the telecommunications retailer within either (i) ten (10) days after service of notice to the Village by the telecommunications retailer in the case of work not involving excavation for new construction and/or maintenance or (ii) thirty (30) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction and/or maintenance, the telecommunications retailer may commence work without obtaining a permit under this Chapter.

3) Upon the provision of such specification by the Village, where a permit is required for work pursuant to Section 16-5 of this Chapter the telecommunications retailer shall submit to the Village an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of Subsection (a) of this Section.

Sec. 16-7 Effect of Permit.

a) Authority Granted; No Property Right or Other Interest Created. A permit from the Village authorizes a permittee to undertake only certain activities in accordance with this Chapter on Village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the public rights-of-way.

b) Compliance with All Laws Required. The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and all applicable statutes, laws, ordinances, rules, and regulations.

c) Notifications Required. Any utility or other entity which has received a permit to perform construction and/or maintenance in the Village Rights-of-Way shall provide written notification to each individual resident of properties affected by such construction and/or maintenance. This shall include all properties upon which construction and/or maintenance is to be performed and/or which abut rights-of-way upon which construction and/or maintenance is to be performed. Such notice shall be given not less than five (5) days prior to commencement of such permitted construction and/or maintenance.

Sec. 16-8 Revised Permit Drawings.

The installation of the facilities shall substantially conform to the approved plans, except as the plans may be changed to conform to Village Codes and Ordinances. In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this Chapter, it shall be treated as a request for variance in accordance with Section 16-23 of this Chapter. If the Village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

Sec. 16-9 Insurance.

a) Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the Village, and its corporate authorities, elected and appointed officers, officials, agents, employees and representatives as additional insureds on the policies listed in paragraphs 1 and 2 below:

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1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as X, C, and U coverages) and products-completed operations coverage with limits not less than:

i) Five million dollars ($5,000,000) for bodily injury or death to each person;

ii) Five million dollars ($5,000,000) for property damage resulting from any one accident; and

iii) Five million dollars ($5,000,000) for all other types of liability;

2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars ($1,000,000) for personal injury and property damage for each accident;

3) Worker's compensation with statutory limits; and

4) Employer's liability insurance with limits of not less than one million dollars ($1,000,000) per employee and per accident.

b) Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

c) Copies Required. The utility shall provide copies of any of the policies required by this Section to the Village within ten (10) days following receipt of a written request therefor from the Village.

d) Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement:

> It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew.

Within ten (10) days after receipt by the Village of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this Section.

e) Self-Insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection a) of this Section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection a), or the requirements of Subsections b), c) and d) of this Section. A utility that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection a) of this Section, such as evidence that the utility is a private self-insurer under the Workers Compensation Act.

f) Effect of Insurance and Self-Insurance on Utility's Liability. The legal liability of the utility to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

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Sec. 16-10. Indemnification.

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the Village and its corporate authorities, elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction and/or maintenance of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Chapter by the Village, its corporate authorities, officials, officers, employees, agents or representatives.

Sec. 16-11. Security.

a) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this Section, or in the minimum amount of Thirty Thousand Dollars ($30,000) for utilities registering under the provisions of Section 16-4, except that the Village reserves the right to request an increase in said security amount in the event that the scope of any permit request exceeds the minimum security amount of Thirty Thousand Dollars ($30,000). In the event that an increase in the amount of the security is warranted and requested by the Village, the amount of such increase will be based upon and in accordance with this section. The Security Fund shall be continuously maintained in accordance with this Section at the permittee's sole cost and expense until the completion of the work authorized under the permit, or for the entire registration period as required under Section 16-4 Registration and Annual Updates Required. The Security Fund shall serve as security for:

1) The faithful performance by the permittee of all the requirements of this Chapter;

2) Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to this Chapter; and

3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by permittee in violation of this Chapter including, without limitation, any damage to public property or restoration work the permittee is required by this Chapter to perform that the Village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the Village from the permittee pursuant to this Chapter or any other applicable law.

b) Form. The permittee shall provide the Security Fund to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:

1) Provide that it will not be canceled without thirty (30) days prior written notice to the Village and the permittee;

2) Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and

3) Shall provide a location convenient to the Village and within the State of Illinois at which it can be drawn.

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c) Amount. The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction and/or maintenance under the permit, as determined by the Director of Public Works, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction and/or maintenance of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction and/or maintenance of facilities in one location or a related group of locations, and where construction and/or maintenance in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the Director of Public Works may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction and/or maintenance under the permit. The amount of the Security Fund for phased construction and/or maintenance shall be equal to the greatest amount that would have been required under the provisions of this Subsection (c) for any single phase.

d) Withdrawals. The Village, upon fourteen (14) days advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1) Fails to make any payment required to be made by the permittee hereunder;

2) Fails to pay any liens relating to the facilities that are due and unpaid;

3) Fails to reimburse the Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or non-performance by the permittee; or

4) Fails to comply with any provision of this Chapter that the Village determines can be remedied by an expenditure of an amount in the Security Fund.

e) Replenishment. Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in Subsection c) of this Section.

f) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the Village, upon written request for said withdrawal to the Village, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in Subsection c) of this Section.

g) Closing and Return of Security Fund. Upon completion of the work authorized under the permit, or the expiration of the registration term for utilities registered as required under Section 16-4, the permittee shall be entitled to the return of the Security Fund, if Security was established on a by permit basis, or for those who have provided the blanket security under Section 16-4, any amount in excess of the minimum of Thirty Thousand Dollars ($30,000), within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this Chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

h) Rights Not Limited. The rights reserved to the Village with respect to the Security Fund are in addition to all other rights of the Village, whether reserved by this Chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

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i) Annual Security. Any Utility which has established an Annual Security Fund under Section 16-4 of this Chapter shall be deemed to have met the requirements of this Section; except as noted in Section 16-11 of this Chapter.

Sec. 16-12. Permit Suspension and Revocation.

a) Village Right to Revoke Permit. The Village may revoke or suspend a permit issued pursuant to this Chapter for one or more of the following reasons:

1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;

2) Non-compliance with this Chapter;

3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the public rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or

4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

b) Notice of Revocation or Suspension. The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this Chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this Section 16-12.

c) Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension. Upon receipt of a written notice of revocation or suspension from the Village, the permittee shall have the following options:

1) Immediately provide the Village with evidence that no cause exists for the revocation or suspension;

2) Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation; or

3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the public rights-of-way and restore the rights-of-way to the satisfaction of the Village providing written proof of such removal to the Village within ten (10) days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this Subsection.

d) Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within Subsection a) of this Section.

e) Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of Subsection c) of this Section, the Village or its designee may, at the option of the Village: (1) correct the deficiencies; (2) upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty (30) days' notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

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Sec. 16-13. Change of Ownership or Owner's Identity or Legal Status.

a) Notification of Change. A utility shall notify the Village no less than thirty (30) days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and all applicable laws, ordinances, rules and regulations, including this Chapter, with respect to the work and facilities in the right-of-way.

b) Amended Permit. A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the Village's right-of-way.

c) Insurance and Security. All required insurance coverage or security fund must be changed to reflect the name of the new owner upon transfer.

Sec. 16-14. General Construction and Maintenance Standards.

a) Standards and Principles. All construction and/or maintenance in the right-of-way shall be consistent with applicable ordinances, codes, laws, rules, and regulations, and commonly recognized and accepted traffic control and construction and/or maintenance principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications:

1) Standard Specifications for Road and Bridge Construction;

2) Supplemental Specifications and Recurring Special Provisions;

3) Highway Design Manual;

4) Highway Standards Manual;

5) Standard Specifications for Traffic Control Items;

6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code 545);

7) Flagger's Handbook; and

8) Work Site Protection Manual for Daylight Maintenance Operations.

b) Interpretation of Municipal Standards and Principles. If a discrepancy exists between or among differing principles and standards required by this Chapter, the Director of Public Works shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Director of Public Works shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

Sec. 16-15. Traffic Control.

a) Minimum Requirements. The Village's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

b) Warning Signs, Protective Devices, and Flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting all applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the public rights-of-way.

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c) Interference with Traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

d) Notice When Access is Blocked. At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify, in writing, the resident, business, or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to Section 16-22 of this Chapter, the utility shall provide such notice as is practicable under the circumstances.

e) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village.

Sec. 16-16. Above Ground Utility Structures and Facilities.

Utilities shall be prohibited from placing any above ground structure or facility on rights-of-way within the jurisdictional limits of the Village and outside the jurisdictional limits of the Village in the event the Village has authority or maintenance responsibility over it, except as allowed under and accordance with the Village Code of Ordinances Appendix A - Zoning Ordinance and Appendix B - Subdivision, Site Development and Floodplain Regulations, unless approved by the Mayor and Council. This section shall be preemptive over all other sections in this Chapter. Any other section regarding location of above ground facilities shall be in addition to, rather than in lieu of, this section.

Sec. 16-17. Location of Facilities.

a) Parallel Facilities Located Within Highways.

1) Overhead Parallel Facilities. An overhead parallel facility may be located within the right-of-way lines of a highway only if:

i) Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;

ii) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two (2) feet (0.6 m) behind the face of the curb, where available;

iii) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four (4) feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

iv) No pole is located in the ditch line of a highway; and

v) Any ground-mounted appurtenance is located within one (1) foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.

2) Underground Parallel Facilities. An underground parallel facility may be located within the right-of-way lines of a highway only if:

i) The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line;

ii) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

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iii) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five (5) feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one (1) foot (0.3 m) of the right-of-way line or as near as practicable. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances Appendix A - Zoning.

b) Facilities Crossing Highways.

1) No Future Disruption. The construction and/or maintenance and design of crossing facilities installed between the ditch lines or curb lines of Village highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

2) Cattle Passes, Culverts, or Drainage Facilities. Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

3) 90 Degree Crossing Required. Crossing facilities shall cross at or as near to a ninety (90) degree angle to the centerline as practicable.

4) Overhead Power or Communication Facility. An overhead power or communication facility may cross a highway only if:

i) It has a minimum vertical line clearance as required by ILCC's rules entitled, Construction of Electric Power and Communication Lines (83 Ill. Adm. Code 305);

ii) Poles are located within one foot (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and

iii) Overhead crossings at major intersections are avoided.

5) Underground Power or Communication Facility. An underground power or communication facility may cross a highway only if:

i) The design materials and construction and/or maintenance methods will provide maximum maintenance-free service life; and

ii) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

6) Markers. The Village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. 192.707 (1989)).

c) Facilities to be Located Within Particular Rights-of-Way. The Village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances Appendix A - Zoning.

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d) Freestanding Facilities.

1) The Village may restrict the location and size of any freestanding facility located within a right-of-way.

2) The Village may require any freestanding facility located within a right-of-way to be screened from view.

e) Appearance Standards.

1) The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.

2) A facility may be constructed only if its construction and/or maintenance does not require extensive removal or alteration of trees or terrain features visible to the highway user or impair the aesthetic quality of the lands being traversed.

f) Above Ground Installation. Above ground facilities may be installed only if:

1) No other existing facilities in the area are located underground;

2) New underground installation is not technically feasible; and

3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable.

4) **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances Appendix A - Zoning .

g) Facility Attachments to Bridges or Roadway Structures.

1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

i) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

ii) The type, length, value, and relative importance of the highway structure in the transportation system;

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

iii) The alternative routings available to the utility and their comparative practicability;

iv) The proposed method of attachment;

v) The ability of the structure to bear the increased load of the proposed facility;

vi) The degree of interference with bridge maintenance and painting;

vii) The effect on the visual quality of the structure; and

viii) The public benefit expected from the utility service as compared to the risk involved.

Sec. 16-18. Construction and Maintenance Methods and Materials.

a) Standards and Requirements for Particular Types of Construction Methods.

1) Boring or Jacking. All boring and jacking construction methods shall comply with all applicable requirements of governing railroad and/or highway authorities.

i) Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Director of Public Works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

ii) Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.

iii) Borings with Diameters Greater Than 6 Inches. Borings over six (6) inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one (1) inch (25 mm).

iv) Borings with Diameters 6 Inches or Less. Borings of six (6) inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

v) Tree Preservation. Any facility located within the drip line of any tree designated by the Village to be preserved shall be bored under or around the root system. Such boring or tunneling shall be done in accordance with the following specifications:

a) Borings or tunnels shall be kept at a minimum lateral distance from the tree trunk as shown below:

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Trunk Diameter:	Lateral Minimum Distance
9" Diameter or Less	5 Feet
10"-14" Diameter	10 Feet
15"-19" Diameter	12 Feet
19" or Larger Diameter	15 Feet

b) Bore or trench depth shall be a minimum of twenty-four inches (24") beneath the root structure of trees with a trunk diameter of twelve inches (12") or less. Bore or trench depth shall be a minimum of thirty-six inches (36") beneath the root structure of trees with a trunk diameter in excess of twelve inches (12").

2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accordance with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."

i) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Village Director of Public Works.

ii) Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

iii) The trenching within the drip line of any tree shall be done in accordance with the following specifications:

a) Open trenches must maintain a minimum lateral distance from the tree trunk of no less than one foot (1') for every one inch (1") of tree diameter at the trunk.

b) Open trench spoils shall be placed on the side of the trench opposite the tree.

c) Any roots one inch (1") or larger, damaged during the excavation process shall be pruned to the trunk side of the trench with a single clean cut.

d) Tree trunks shall be wrapped in snow fencing or other material approved by the Village Forester. Trenching shall not commence until preservation measures as herein specified have be reviewed and approved by the Village Forester. Any tree which exhibits signs of deterioration within one (1) year of the completed work shall be removed and replaced at the sole expense of the utility.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

3) Backfilling.

i) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's Standard Specifications for Road and Bridge Construction. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used. Where trenches are within two feet (2') of existing or proposed pavement, the trenches shall be backfilled with grade 9 gravel and compacted to a minimum of 95%.

ii) For a period of three (3) years from the date construction and/or maintenance of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction and/or maintenance of the facility. If so ordered by the Director of Public Works, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Director of Public Works.

4) Pavement Cuts. Pavement cuts for facility installation or repair shall not be permitted on any road or highway within the Village. If a variance to the limitation set forth in this paragraph 4) is granted under Section 16-23, the following requirements shall apply:

i) Pavement cuts shall not be done until traffic has been diverted from the portion of the roadway to be cut and a Village approved traffic control plan has been fully implemented.

ii) Any excavation under pavements shall be backfilled as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the Director of Public Works, and compacted in accordance with this Chapter. All structures in the affected area shall be replaced and set to the established grade. Damaged structures shall be replaced with new structures of the same type, material, and size.

iii) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village.

iv) All saw cuts shall be full depth.

v) All work shall be constructed in accordance with the current Standard Specifications for Road and Bridge Construction adopted by the State of Illinois, Department of Transportation and the requirements of the Village Code of Ordinances Appendix B - Subdivision, Site Development and Floodplain Regulations.

vi) For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, a variance shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

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5) Encasement.

i) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village. At a minimum; Casing pipe shall be new steel pipe conforming to the latest revised specifications requirements of ASTM A-134 with field welded butt joints, a minimum yield strength of thirty-five thousand (35,000) psi, and the following minimum wall thickness:

	Minimum Wall Thickness -- Inches	
Nominal Pipe Size	Under Highway	Under Railroad
16 inch	0.250	0.232
18 inch	0.250	0.312
20 inch	0.250	0.344
24 inch	0.312	0.406
30 inch	0.312	0.480
36 inch	0.375	0.532
42 inch	0.375	0.563

ii) The carrier pipe shall be supported for its entire length inside the casing by pipe by means of hardwood planks strapped to the carrier pipe in such a way as to support the pipe at the required elevation and slope and to prevent shifting or flotation. The annular space between the carrier pipe and casing pipe shall be blown full of sand to fill all voids.

iii) The venting, if any, of any encasement shall extend within one (1) foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

iv) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or Village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the Village. Bell and spigot type pipe shall be encased regardless of installation method.

v) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

vi) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;

vii) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction and/or maintenance does not disrupt the right-of-way.

6) Protection of Street Light Wiring.

i) To insure wires are not cut when trenching or boring, the utility shall hand dig in all areas within three feet (3') of the street light.

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ii) Ground faults:

a. Ground fault warranty:
Any street light which exhibits signs of a ground fault within two (2) years of completed construction and/or maintenance work, may be repaired by the Village and, in that event, the Village will charge it to the utility, and the utility shall pay the Village for the repair.

b. In the event of a street light cable fault, the Department of Public Works shall be notified immediately. The hole shall be left opened until an inspection/repair of the fault is made by Village personnel.

7) Minimum Cover of Underground Facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Power or Communication Line (In General)	**30 Inches (0.8 m)**
Communication Line Installed by the Plowed Method	**24 Inches (0.6 m)**
Gas or Petroleum Products	**30 Inches (0.8 m)**
Water Line	**Sufficient Cover to Provide Freeze Protection**
Sanitary Sewer, Storm Sewer, or Drainage Line	**Sufficient Cover to Provide Freeze Protection**

b) Standards and Requirements for Particular Types of Facilities.

1) Electric Power or Communication Lines.

i) Code Compliance. Electric power or communications facilities within Village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled Rules for Construction of Electric Power and Communications Lines, and the National Electrical Safety Code.

ii) Overhead Facilities. Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

iii) Underground Facilities. (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: (a) the crossing is installed by the use of moles, whip augers, or other approved method which compress the earth to make the opening for cable installation or (b) the installation is by the open trench method which is only permitted prior to roadway construction. (3) Cable shall be grounded in accordance with the National Electrical Safety Code.

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2) Underground Facilities Other than Electric Power or Communication Lines. Underground facilities other than electric power or communication lines may be installed by:

i) the use of moles, whip augers, or other approved methods which compress the earth to move the opening for the pipe;
ii) jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
iii) open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
iv) tunneling with vented encasement, but only if installation is not possible by other means.

3) Gas Transmission, Distribution and Service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a Village approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 B Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR 192), IDOT's Standard Specifications for Road and Bridge Construction, and all other applicable laws, rules, and regulations.

4) Petroleum Products Pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

5) Water Lines, Sanitary Sewer Lines, Storm Sewer Lines or Drainage Lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current Standard Specifications for Water and Sewer Main Construction in Illinois.

6) Ground Mounted Appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one (1) foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Director of Public Works. With the approval of the Director of Public Works, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances Appendix A - Zoning.

c) Materials.

1) General Standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's Standards Specifications for Road and Bridge Construction, the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

2) Material Storage on Right-of-Way. All pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the Village. Any equipment to parked overnight shall be parked well clear of the roadway and barricaded.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

3) Hazardous Materials. The plans submitted by the utility to the Village shall identify any hazardous materials that may be involved in the construction and/or maintenance of the new facilities or removal of any existing facilities.

d) Operational Restrictions.

1) Construction and/or maintenance operations on rights-of-way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction and/or maintenance would result in extensive damage to the right-of-way or other property.

2) These restrictions may be waived by the Director of Public Works when emergency work is required to restore vital utility services.

3) Unless otherwise permitted by the Village, the hours of construction and/or maintenance are those set forth and in accordance with Section 6-32 of the Village Code of Ordinances.

e) Location of Existing Facilities. Any utility proposing to construct facilities in the Village shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The Village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)

Sec. 16-19. Vegetation Control.

a) Tree Trimming Permit Required. Tree trimming shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this Chapter. All such work shall be subject to the legally applicable provisions of Article VI of this Chapter.

1) Application for Tree Trimming Permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2) Damage to Trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The Village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The Village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

b) Specimen Trees or Trees of Special Significance. The Village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

c) Chemical Use. Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Director of Public Works that such spraying is the only practicable method of vegetation control.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-20. Removal, Relocation, or Modifications of Utility Facilities.

a) Notice. Within ninety (90) days following written notice from the Village, a utility shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the rights-of-way.

b) Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the Village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the public rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the public rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

3) If the facility was constructed or installed without prior issuance of a required permit in violation of this Chapter; or

4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

c) Emergency Removal or Relocation of Facilities. The Village retains the right and privilege to cut or move any facilities located within the rights-of-way of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

d) Abandonment of Facilities. Upon abandonment of a facility within the public rights-of-way of the Village, the utility shall notify the Village within ninety (90) days. Following receipt of such notice the Village may direct the utility to remove all or any portion of the facility if the Director of Public Works determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the Village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

e) Council Review Required. Expansion, additions to, or replacement of overhead utility lines in excess 2,600 lineal feet shall be required to be buried unless the Village Council authorizes their expansion, alterations, or construction above ground. The replacement of a majority of the lines in a circuit shall be deemed a replacement under this paragraph. Plans for and implementation of all such construction, expansion, additions, or replacements of utility lines in excess of 2,600 lineal feet, whether buried or overhead, shall be subject to review and approval by the Village Council to ensure minimal impact on trees and property, both public and private. The time period necessary to accomplish such review shall extend and be in addition to , by the length of such period, any other relative time restrictions or deadlines herein or otherwise placed upon the Village.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

16-21. Cleanup and Restoration.

Upon completion of all construction or maintenance of facilities, the utility shall remove all excess material and restore all turf and terrain in a timely manner and to the satisfaction of the Village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the Director of Public Works. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. All restoration shall be completed within two (2) weeks of the completion of construction and/or maintenance. Restoration not completed within this time may be done by the Village, and the full cost and expense thereof billed to the utility or deducted from the utility's security fund, at the Village's discretion.

1) Utility shall perform all ditching, grading, and shaping necessary to restore the original drainage in the area of work as soon as possible after backfilling. Culverts and other drainage structures removed during the course of work shall be reinstalled. All culverts and other drainage structures damaged by the utility shall be repaired to a condition equal to the original or replaced with new culvert or structures of same size and material.

2) All lawns and parkway areas which were disturbed during the work, shall be restored to original or better condition. Restored areas shall have at least four inches (4") of topsoil, raked smooth, with no stones or debris. A 10-10-10 fertilizer shall be applied at the rate of ten (10) pounds per one thousand (1000) square feet and shall be raked into the top one inch (1") of topsoil. Sod shall be placed in accordance with the Standard Specifications for Road and Bridge Construction: adopted by the State of Illinois, Department of Transportation. Sod shall be staked in areas subject to erosion. After planting, the sod shall be watered thoroughly, and then once a week for a minimum of two (2) weeks.

Sec. 16-22. Maintenance and Emergency Maintenance.

a) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the Village and at the utility's expense.

b) Emergency Maintenance Procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

2) In an emergency, the utility shall, as soon as possible, notify the Director of Public Works or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village Police Department shall be notified immediately.

3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

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c) Emergency Repairs. The utility must file in writing with the Village of a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

d) Maintenance Standards.

1) All facilities shall be maintained in good aesthetic and operational condition and so as to be safe, structurally sound, and complete.

2) All ground mounted components shall be kept plumb and solidly mounted.

3) All poles and similar structures shall be kept within ten (10) degrees of vertical and solidly buried or securely anchored to solidly buried bases. All components mounted to poles or similar structures shall be secure and there shall be no free hanging wires or other materials.

4) Any deficiencies shall be repaired immediately upon request of the Village.

e) Placement and Restoration of Temporary Facilities.

1) The utility shall notify the Director of Public Works in writing of the placement of any temporary wires or other temporary facilities. Such notification shall include a description of the temporary facility, location(s) employed.

2) No temporary facilities of any kind shall be attached to or suspended from any tree without first obtaining the approval of the Village Forester, and shall only be done so in accordance with his instructions/approval, if granted.

3) Temporary installations/repairs shall be restored to permanent condition, in accordance with this ordinance, at the earliest possible time, and in any event shall be restored immediately upon request of the Village.

Sec. 16-23. Variances.

a) Request for Variance. A utility requesting a variance from one or more of the provisions of this Chapter must do so in writing to the Village Manager or his designee as a part of the permit application. The request shall identify each provision of this Chapter from which a variance is requested and the reasons why a variance should be granted.

b) Authority to Grant Variances. The Village Manager or his designee shall decide whether a variance is authorized for each provision of this Chapter identified in the variance request on an individual basis.

c) Conditions for Granting of Variance. The Village Manager or his designee may authorize a variance only if the utility requesting the variance has demonstrated that:

1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

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d) Additional Conditions for Granting of a Variance. As a condition for authorizing a variance, the Village Manager or his designee may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Chapter but which carry out the purposes of this Chapter.

Sec. 16-24. Penalties.

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Chapter shall be subject to a fine in accordance with the penalty provisions of this Code. There may be times when the Village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this Chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the Village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the Village. Sanctions may be imposed upon a utility who does not pay the costs apportioned to it.

Sec. 16-25. Enforcement.

Nothing in this Chapter shall be construed as limiting any additional or further remedies that the Village may have for enforcement of this Chapter.

Sec. 16-26. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE II. - STREETS, SIDEWALKS, AND RIGHTS-OF-WAY.

Sec. 16-27. Permit required for construction and/or maintenance.

a) It shall be unlawful to perform any construction and/or maintenance on any public street, sidewalk, alley or other public way or right-of-way without having first secured a permit therefor. Applications for such permits shall be made to the Director of Public Works, and shall state the location of the intended construction and/or maintenance, the extent thereof, and the person or firm who is to do the actual construction work. Construction and/or maintenance of legally installed landscaping, private fences or other such improvements on private property shall be exempt from this provision. Any person who shall violate any provisions of this Chapter, or who commences any construction and/or maintenance requiring a permit under this Chapter without having first obtained such permit shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense, and shall, at such person's own expense, restore or complete such construction and/or maintenance as directed by, and to the satisfaction of the Village. In a prosecution under this Chapter, each separate instance of disruption of the Right-of-Ways, excavation, or performance of the same without a permit shall constitute a separate offense.

b) It shall be unlawful to construct or lay any pavement on any public street, sidewalk, alley or other public way, or to repair the same without having first secured a permit therefor, which has been approved by the Mayor and Council. Applications for such permits shall be made to the Director of Public Works, and shall state the location of the intended pavement or repair, the extent thereof, and the person or firm who is to do the actual construction work.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-28. Bond - Generally.

Unless otherwise specifically herein modified or waived, each utility, commercial, or industrial applicant shall file a bond in the amount of at least thirty thousand dollars ($30,000.00), with sureties to be approved by the Mayor and Council conditioned to indemnify the Village from any loss or damage resulting from the work undertaken or the manner of doing the same, and to insure the proper completion of the permitted work and performance of the permittee. Utilities which have provided a security fund in accordance with Article I of this Chapter shall be deemed to have met this requirement.

Sec. 16-29. Specifications.

All street and sidewalk pavement and all other public improvements within public ways, including water mains, sewer mains, storm sewers, street lights, parkways, street signs and street trees shall be designed and installed in conformity with the specifications contained in this Code.

Sec. 16-30. Injury to pavements.

It shall be unlawful to walk upon or drive any vehicle or animal upon, or injure any newly laid street, sidewalk or alley pavement while the same is guarded by a warning sign or barricade; or to knowingly injure any street, sidewalk or alley pavement.

Sec. 16-31. Repairs.

All public streets, alley and sidewalk pavements shall be in good repair. Such repair work, whether done by the Village or the abutting owner, shall be under the supervision of the Director of Public Works.

Sec. 16-32. Defects.

It shall be the duty of every Village officer or employee becoming cognizant of any defect in any street, alley or sidewalk, or any obstruction thereof, to report the same to the Director of Public Works as soon as possible.

Sec. 16-33. Obstructions.

It shall be unlawful for any person to cause, create or maintain any obstruction of any street, alley, sidewalk or other public way, except as may be specifically authorized by ordinance.

Sec. 16-34. Barricades--Required.

Any person laying or repairing any pavement on a street, sidewalk or other public place or making an excavation in the same shall maintain suitable barricades to prevent injury of any person or vehicle by reason of the work; such barricades shall be protected by a light at night time.

Any defect in any such pavement shall be barricaded to prevent injury; and any person properly maintaining any opening or excavation in any such place shall guard such opening or excavation while the same remains open by proper barricades and lights.

Sec. 16-35. Same--Disturbing prohibited.

It shall be unlawful to disturb or interfere with any barricade or lights lawfully placed to protect or mark any new pavement or excavation or opening in any public street, alley or sidewalk.

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Sec. 16-36. Private use prohibited.

It shall be unlawful for any person to use any street, sidewalk or other public place, as space for the display of goods or merchandise for sale; or to write or mark any sign or advertisement on any such pavement.

Sec. 16-37. Encroachments.

It shall be unlawful to erect or maintain any building or structure which encroaches upon any public street or property.

Sec. 16-38. Obstruction of or damage to drains prohibited.

It shall be unlawful to obstruct or damage any drain in any public street, right-of-way or alley.

Sec. 16-39. Permit required for erection of poles and wires.

It shall be unlawful to erect any poles or wires or maintain any poles or wires over any public place, street, alley or other public way without having first secured permission from the Mayor and Council and obtaining a permit as required in this chapter.

Sec. 16-40. Gas pumps prohibited.

It shall be unlawful to maintain or erect any gasoline pump or tank in any public street, alley or sidewalk.

Sec. 16-41. Games prohibited; conditions.

It shall be unlawful to play any games upon any street, alley or sidewalk or other public place, where such games cause unnecessary noise, or interfere with traffic or pedestrians.

Sec. 16-42. Permit required for openings.

It shall be unlawful to construct or maintain any opening or stairway in any public street, sidewalk or alley without approval of the Mayor and Council and a permit as required by this chapter. All such lawfully maintained openings shall be guarded by a suitable strong cover or railing, subject to the approval of the Director of Public Works.

Sec. 16-43. Fences; location standards.

It shall be unlawful to maintain or construct any fence composed in whole or in part of barbed wire, or with any similar materials designed to cause injury to persons, or any wire charged with electric current, anywhere within three (3) feet of any public street, alley, sidewalk, park or other public place, if such harmful wire is within seven (7) feet of the ground level; or any wireless fence in such a manner as to include any portion of any public street, alley, sidewalk, park or other public place within the area enclosed by such fence.

Sec. 16-44. Same--On parkways.

It shall be unlawful to erect, construct or maintain any fence, wireless fence, or similar obstructions on any parkway in the village; provided that a temporary fence or other guard may be maintained to protect newly seeded areas with the permission of the Director of Public Works.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-45. Deposits--On streets; standards.

It shall be unlawful to deposit on any street or public right-of-way any material which may be harmful to the pavement or public right-of-way thereof, any dirt, mud, waste material, snow, grass or other articles which might cause injury, endanger or impede the flow of traffic or limit access to any person, animal or property. Any contractor or property owner having supervision over the activity where such deposits may be generated shall take such steps as necessary to either prevent such deposits from occurring or have on-site the appropriate manpower and equipment needed to remove the deposits as necessary throughout the working day and not only at the end of the day. Any deposit shall be cleaned up within one (1) hour after verbal or written notice by the Village. Failure to do so or repeated violation of this provision shall result in an immediate stop work order of the construction activity that is causing the deposit. Any cleaning performed by the Village because of failure by the contractor or property owner to do so will be billed to that party. (Ord. No. 0-154-08, §1, 11/10/08)

Materials may be deposited in streets preparatory to delivery or use, provided that such deposit does not reduce the usable width of the roadway at that point to less than eighteen (18) feet, and provided that such material, other than material to be used in actual building construction, shall not be permitted to remain in such street for more than three (3) hours.

Any such material shall be guarded by lights if the same remains upon any street after night time.

Cross reference(s)--Deposits of garbage or refuse in streets, etc., prohibited.

Sec. 16-46. Same--On sidewalks.

It shall be unlawful to deposit on any public sidewalk any material which may be harmful to the sidewalk thereof, any dirt, mud, waste material, snow, grass or other articles which might cause injury or limit access to persons, animals or property. (Ord. No. 0-154-08, §2, 11/10/08)

Merchandise or other articles may be deposited on sidewalks preparatory to delivery, provided that the usable width of the sidewalk is not thereby reduced to less than four (4) feet; and provided that no such article shall remain on such walk for more than one-half (1/2) hour.

Sec. 16-47. Removal of snow and ice; immunity from civil damages.

Any person who removes snow or ice from the public sidewalks or streets shall not, as a result of such person's acts or omissions in such removal, be liable for civil damages, except for acts or omissions amounting to willful or wanton misconduct. Nothing herein shall affect liability with respect to the removal of snow or ice from private driveways or from driveways located between a public sidewalk and roadway.

Sec. 16-48. Discharge of sump pumps prohibited.

It shall be unlawful to cause or permit the discharge from sump pumps to flow upon any public streets, alleys, roadways or sidewalks.

Sec. 16-49. Mailboxes on parkway.

(a) Mailboxes shall be permitted in the parkways with the permission of the Director of Community Services. The mailbox shall be set upon pre-treated wood, hollow metal or plastic posts not to exceed six (6) inches in diameter. The supports shall be of adequate strength and size to properly support the mailbox. The use above the surface of the ground of metal posts greater than six (6) inches in diameter, concrete posts or brick structures for support of the mailboxes is prohibited. The mailbox shall be placed so as to comply with the United States Post Office regulations. .(Ord. No. 0-154-08, §3, 11/10/08)

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(b) Any mailbox support which does not conform to the provisions of this section may continue in existence, provided the following conditions are complied with on or before the effective date of Ordinance No. O-29-90 [March 12, 1990], as amended. The owner of the property on which the mailbox is located shall:

(1) Apply to the Village for a nonconforming permit; and
(2) Execute an indemnity agreement indemnifying the Village against any and all claims, losses and damage (including legal fees incurred in the defense of any claims against the Village) arising out of or resulting from said nonconforming support structures; and
(3) Deliver to the Village a general liability insurance policy insuring the Village against any such claims, losses or damage in limits of three hundred thousand dollars ($300,000.00) which policy shall be renewed on an annual basis thereafter.

The Village Manager shall maintain a list identifying all exempt mailboxes under this section.

(c) In the event any such nonconforming mailbox support structure is removed or destroyed, the same shall not be rebuilt. Any replacement shall conform to all provisions of this section.

(d) In the event that a mailbox or support structure is damaged or destroyed as a result of snowplowing operations, the Village's total liability will be limited to the cost of replacing said mailbox and/or support structure with a standard metal mailbox and standard pre-treated wood post support structure. .(Ord. No. 0-154-08, §4, 11/10/08)

Sec. 16-50. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-51. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense.

Sec. 16-52. --16-60. Reserved

ARTICLE III. - DRIVEWAYS

Sec. 16-61. Permit required--For construction generally.

Any person desiring to construct, build, establish or alter a residential driveway in the Village shall make application to the Village for a permit. The application shall contain the name and address of the person making the application, the location and dimensions of the proposed driveway, and any other information as may be required by the Village.

A permit shall be issued upon the payment of fees in accordance with the current Fee Schedule Supplement to this Code, provided that the proposed driveway is constructed in conformance to the following limitations and all other applicable requirements of this Article:

(1) Driveway widths measured at the property line shall not exceed twenty five (25) feet in total for all drives.

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(2) Driveways may be flared out at the street except where a driveway crosses a curb line sidewalk. Flared parts of such driveways shall be bounded by circular arcs. The maximum radius of return, shall be seven (7) feet.

(3) Where two or more driveways are to serve a single parcel of land, there shall be an island between the driveways of at least ten (10) feet measured along the sidewalk.

(4) The portion of the driveway which coincides with the public sidewalk shall be of Portland cement concrete, six (6) bag mix, air entrained, with a minimum thickness of five (5) inches.

(5) Driveways connecting to curbed street pavements shall be constructed of either six (6) inches of rock base with a one and one-half (1 1/2) inch bituminous surface, or a five (5) inch thickness of Portland cement concrete.

Sec. 16-62. Same--Non-residential; application; fees; specifications.

Any person desiring to construct, build, establish, or alter a non-residential driveway in the Village shall make application to the Village for a permit. The application shall contain the name of the applicant and the address and dimensions of the proposed driveway, the use to which it is to be devoted and shall state whether in the building thereof, it will be necessary to cut down or otherwise alter a street curb or to elevate or depress the existing grade of the walk or parkway.

No permit shall be issued for the construction or alteration of driveways until plans and specifications therefor have been submitted to and approved by the Village. A copy of such plans and specifications shall be kept on file in the office of the Village.

A permit shall be issued upon the payment of fees in accordance with the current Fee Schedule Supplement to this Code, provided that the proposed driveway(s) is constructed in conformance with the following limitations and all other applicable requirements of this article:

(1) Driveway width measured at any point on the property line shall not exceed thirty-five (35) feet.

(2) Driveways may be flared out at the street, except where the driveway crosses a curved line sidewalk. Flared parts of such driveways shall be bounded by circular arcs. The minimum radius of return shall be twelve (12) feet.

(3) Where two or more driveways are to serve a single parcel of land, there shall be an island between the driveways of at least ten (10) feet measured along the sidewalk.

(4) Where two (2) or more driveways serve a single parcel of land there may be no more than one two-way driveway, or two (2) one-way driveways for each sixty-five (65) feet or any fraction thereof of frontage along right-of-way lines.

(5) The driveway shall be of Portland cement concrete of a minimum thickness of five (5) inches, and where it adjoins the gutter line, it shall be faced with a raised vertical lip of not less than one and five-eighths (1 5/8) inches which shall be rounded off in finishing.

(6) The portion of the driveway which coincides with the public sidewalks shall be of Portland cement concrete, six (6) bag mix, air entrained, with a minimum thickness of five (5) inches.

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Sec. 16-63. Culverts required in drainage ditches.

No person shall build, replace, alter or maintain a driveway over any drainage ditch unless a culvert is provided at the property owner's expense, adequate to permit the uninterrupted flow of storm water along such ditch. No such culvert shall have a diameter of less than eight (8) inches, and a larger culvert shall be installed where required to permit the adequate flow of storm water. The property owner is responsible for maintenance and replacement of the driveway culvert. In the event that excess stormwater runoff is diverted onto a public street or sidewalk or the proper flow within a drainage ditch is being obstructed due to the condition of the culvert, the property owner shall be given written notice and be required to bring the driveway culvert into compliance.

Sec. 16-64. General regulations.

(a) It shall be unlawful for any person to alter or obstruct established or prescribed gutters or drainage ditches.

(b) It shall be necessary for the owner or occupant of adjacent property to keep the gutter abutting a private driveway free from foreign material or objects.

(c) It shall be unlawful to use driveways for parking areas.

(d) It shall be the duty of the person maintaining any such driveway to keep the same free from snow and ice or any obstruction, and to keep the same in good repair where the same crosses a public walk.

Sec. 16-65. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-66. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense.

16-67--16-70 Reserved.

ARTICLE IV. EXCAVATIONS

Sec. 16-71. Permit required.

It shall be unlawful for any person, firm or corporation, to tunnel under or to make any excavation in any street, alley or other public place in the Village without having obtained a permit as is herein required, or without complying with the provisions of this Chapter or in violation of or variance from the terms of any such permit.

Sec. 16-72. Application.

Application for an excavation permit shall be made to the Director of Public Works, and shall describe the location of the intended excavation or tunnel, the size thereof, the purpose therefor, and the person doing the actual excavating work, and the name of the person for whom or which the work is being done, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done.

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Sec. 16-73. Fees.

The fees for an excavation permit shall be in accordance with the current Fee Schedule Supplement to this Code.

Sec. 16-74. Barricades and lights required.

Any person making or maintaining any excavation in any street, alley or public way shall keep the same adequately guarded by barricades and lights to protect persons and property from injury.

Sec. 16-75. Standards.

It shall be unlawful to make any such excavation or tunnel in any way contrary to or a variance with the terms of the permit therefor. Proper bracing shall be maintained to prevent the collapse of adjoining ground; and in excavations, the excavation shall not have anywhere below the surface any portion which extends beyond the opening at the surface.

No injury shall be done to any pipes, cables or conduits in the making of such excavations or tunnels; and notice shall be given to the persons maintaining any such pipes, cables, or conduits or to the Village department or officer charged with the care thereof, which are or may be endangered or affected by the making of any such excavation or tunnel before such pipes, cables or conduits shall be disturbed.

No unnecessary damage or injury shall be done to any tree or shrub or the roots thereof. Excavations shall be done in accordance with all applicable provisions of this Chapter with respect to trees.

Sec. 16-76. Temporary sidewalks required when access blocked.

If any public sidewalk is blocked by any such work a temporary sidewalk shall be constructed or provided which shall be safe for travel and convenient for users.

Sec. 16-77. Time limit.

Each application for a permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground, or until the refill is made ready for the pavement to be put on by the Village if the Village restores such surface pavement. It shall be unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the Director of Public Works.

Sec. 16-78. Restoring surface.

Any person making any excavation or tunnel in or under any public street, alley, or public place in the Village shall restore the surface thereof to its original condition if there is no pavement there. Refills shall be properly tamped down, and any bracing in such tunnel or excavation shall be left in the ground.

Any opening in a paved or improved portion of a street shall be repaired and the surface relaid by the applicant, in compliance with the ordinances and subject to the supervision of the Director of Public Works; and if such work is not done within ten (10) days after restoration is possible, the Village may restore the surface and charge the cost thereof to the permittee.

Sec. 16-79. Supervision.

The Director of Public Works shall, from time to time, inspect all excavations and tunnels being made in or under any public street, alley or other public place in the Village to see to the enforcement of the provisions of this article. Notice shall be given to him at least ten (10) hours before the work of refilling any such excavation or tunnel commences.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-80. Exemptions.

The provisions of this article relative to securing permits shall not apply to officers or employees of the Village engaged in doing work for the Village, nor to persons or corporations doing work for the Village under contract, nor to persons or corporations which are operating under a franchise, license, agreement or grant from the Village if such franchise, license, agreement or grant provides for the making of excavations and tunnels without securing a permit therefor. Utilities permitted under Article I of this Chapter shall be exempt from this Article to the extent required by law.

Sec. 16-81. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-82. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense.

Secs. 16-83--16-85 Reserved.

ARTICLE V. SUB-SIDEWALK SPACE

Sec. 16-86. Permit required.

It shall be unlawful to use any vault, space, room or structure under any street or sidewalk in the Village, where the Village owns the fee or has the power to control the use of such space, without having first secured a permit therefor as is herein required. The permit shall be issued by the Village Clerk and shall be approved by the Mayor and Council. No such permit shall be transferred excepting in accordance with the provisions of this article. Utilities permitted under Article I of this Chapter shall be exempt from this Article to the extent required by law.

Sec. 16-87. Applications.

Applications for a permit to use or maintain a vault, space, room or structure under any street or sidewalk in the Village shall be made in writing to the Village Clerk, and shall state thereon specifically the size of the space intended to be used or maintained, and the purpose for which it is to be used. Each application shall contain an agreement by the applicant to abide by the regulations contained in this article.

Sec. 16-88. Bond.

Each applicant shall file with the application a bond in the sum of fifty thousand dollars ($50,000.00), with surety approved by the Mayor and Council conditioned to save the Village harmless from any liability resulting from or caused by such vault, room or structure. Whenever in the opinion of the Mayor and Council, the sureties on such bond become insolvent or unlawful, different sureties may be required by order of the Mayor and Council. Utilities which have provided a security fund in accordance with Article I of this Chapter shall be deemed to have met this requirement.

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-89. Conveyance of premises.

Whenever any premises abutting on any such vault, room or structure for which a permit has been issued shall be conveyed or whenever the interest or lease or right of occupancy of the person holding the permit shall be transferred or conveyed, the grantee or transferee must make application for a transfer of the permit to him or it, and must furnish a bond as is required in the preceding section. A fee of five dollars ($5.00) shall be required for such transfer, and upon the payment of the fee and the full compliance with the contents thereof a new permit shall be issued.

Sec. 16-90. Openings.

All openings through the sidewalk or street into any such vault, space, room or structure shall be kept covered and guarded. If the opening is a man hole or trap door an adequate, strong metal cover must be provided and must be equipped with a rough surface so that there will be no danger of any pedestrian slipping on it. If a stairway is provided, the stairway must be properly guarded with a railing at least three (3) feet high to protect pedestrians from injury.

Sec. 16-91. Fee.

The annual fee to be paid for such permits shall be twenty dollars ($20.00) for each four thousand (4,000) cubic feet or fraction thereof included in the vault, room, space or structure used or maintained under the permit.

Sec. 16-92. Compliance with article required.

Any person using or maintaining any such vault, space, room or structure subject to the provisions of this article shall comply with the provisions of this article.

The Council may authorize the Director of Public Works to close up any vault, space, room or structure for which no permit has been obtained.

Sec. 16-93. Limitations on use.

No vault, space, room or structure shall be used for the storage of explosives or hazardous or flammable materials; nor shall a cesspool be located therein.

Sec. 16-94. Construction.

Sub-sidewalk vaults, rooms, spaces or structures shall be firmly constructed so as to support the sidewalk or street over it or them, with the maximum load which the sidewalk or street will carry, with a margin of safety of fifty per cent (50%) over its maximum load or weight.

The Director of Public Works shall inspect all such rooms, spaces, vaults, or structures to see to the enforcement of the provisions of this section.

Sec. 16-95. Maintenance standards.

The surface of the sidewalk over any such structure shall be kept free of snow and ice, and free from all dirt and obstruction of any kind, by the person holding the permit, and the permittee shall keep the sidewalk over such structure in good repair.

Sec. 16-96. Revocation of permits.

Any permit issued under the provisions of this article may be revoked by order of the Mayor and Council for a violation of any of the provisions of this article.

Sec. 16-97--16-100. Reserved.

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ARTICLE VI. TREES AND SHRUBS

Sec. 16-101. Intent and Purpose.

The intent of this chapter is through the preservation, protection, and planting of trees, to: aid in the stabilization of soil by the prevention of erosion and sedimentation, reduce storm water runoff and the costs associated therewith and replenish ground water supplies, aid in the removal of carbon dioxide and generation of oxygen in the atmosphere, provide a buffer and screen against noise pollution, provide protection against severe weather, aid in the control of drainage and restoration of denuded soil subsequent to construction or grading, provide a haven for birds which in turn assist in the control of insects, protect and increases property values, conserve and enhance the Village's physical and aesthetic environment, and generally protect and enhance the quality of life and the general welfare of the Village.

Sec. 16-102. Applicability.

This ordinance provides full power and authority over all trees, plants, and shrubs located within street rights-of-way and public places of the Village, and to trees, plants, and shrubs located on private property which constitute a hazard or threat as described herein.

Sec. 16-103. License Required.

It shall be unlawful for any person to plant, remove, trim, spray or otherwise treat trees for compensation in any parkway or other public place within the Village unless such personnel shall be: licensed/certified as provided for by the State of Illinois Department of Agriculture or the Illinois Arborist Association, and be regularly engaged in the business of planting, removing, trimming, spraying, or otherwise treating trees. It shall be unlawful for any person to plant, remove, trim, spray, or otherwise treat trees for compensation in any parkway or other public place within the Village without first having obtained a license so to do.

Sec. 16-104. License Fee/Application/Insurance Required.

The annual fee for a license required by this Article shall be in accordance with the current Fee Schedule Supplement to this Code and application shall be made in compliance with the general provisions of this Code relating to licenses and permits. No license shall be issued unless the applicant files a license with the Director of Public Works, including a condition indemnifying the Village and hold it harmless against any claim for injury or damages caused by the tree trimming, spraying, or removal. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-105. Bond Prerequisite to Issuance.

No license shall be issued under the provisions of this Section unless the applicant has provided a bond or acceptable license in accordance with Article II of this Chapter. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-106. License Revocation.

Any license issued under the provisions of this Article may be revoked for repeated violations of any of the provisions thereof, or of any other ordinance relating to the work done.

Sec. 16-107. Permit Required for Each Job/Yearly Activity.

It shall be unlawful for any person, even though he shall be licensed as otherwise provided in this chapter, to plant, remove, trim, spray, or otherwise treat any tree in any street, parkway, or other public place within the Village unless such person shall first apply for and obtain from the Director of Public Works a permit for each job or activity of planting, removing, trimming, spraying, or otherwise treating trees to be undertaken by such person. Such permit shall contain a detailed statement of the nature of the work proposed

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and permitted to be done upon such trees; and it shall be unlawful for such person acting under such permit to violate any of the provisions of such permit. Such permit shall be issued only to a person duly licensed as provided in this Chapter, and a copy of the approved permit and license shall be kept on the job site while any work is being performed. Failure to have the same will result in work being stopped, and other measures as the Village may deem appropriate.

Sec. 16-108. Issuance or Denial of Permit.

Upon filing of an application for a permit to plant, remove, trim, spray, or otherwise treat trees, the Director of Public Works shall investigate the location described in said application and all pertinent facts pertaining thereto. If in the opinion of the Director of Public Works said trees should be planted, removed, trimmed, sprayed, treated, or destroyed, he shall issue said permit. However, if in the opinion of the Director of Public Works the application for a permit should not be issued, the application shall be denied and the reasons for denial shall be given to the applicant.

Sec. 16-109. Authority to Plant.

The Village shall have the exclusive right to plant, maintain, and control all trees, shrubs, and plants planted or to be planted on public highway and municipal property unless written authority is otherwise granted from the Director of Public Works.

Sec. 16-110. Planting.

It is unlawful for any person to plant any tree, shrub, or plant upon any public highway, right-of-way or municipal property until he has secured a written permit from the Director of Public Works. The application for such permit shall designate the location, species, and approximate size of the tree, plant or shrub to be planted and the method proposed to be followed. It shall be the duty of the Director of Public Works to remove or cause to be removed all trees, shrubs, or plants planted in a public highway, right-of-way or municipal property when such removal is beneficial to the peace, health, or safety of the public or where such tree, shrub, or plant is detrimental to the growth of adjacent trees, shrubs, or plants.

Sec. 16-111. Parkway Tree Selection.

Trees to be planted in parkways and other public ways shall be selected from a list of acceptable trees on file with the Director of Public Works.

Sec. 16-112. Incorporation of Horticultural Standards.

The horticultural standards contained in the Village Code of Ordinances Appendix B - Subdivisions, Site Development and Floodplain Regulations are herein incorporated as a part of this Chapter. Persons licensed for such work in this Article shall adhere to the American Standard for Nursery Stock (ANSI Z60.1), tree care management standards (ANSI A300), and the Village's Deciduous Parkway Tree Specifications, which are herein incorporated as a part of this Chapter.

Sec. 16-113. Removal of Trees.

It shall be unlawful to remove or cut down any tree in any street, parkway, or other public place without having first secured a permit therefor. Applications for such permits shall be made to the Director of Public Works for approval before permission shall be granted. If space permits, trees shall be replaced on a one-for-one basis.

Sec. 16-114. Injury to Trees and Plants.

No person shall damage, cut, carve, transplant, or remove any tree or plant or injure the bark, pick the flowers or seeds of any tree or plant; attach any rope, wire or other contrivance to any tree or plant; dig in or otherwise disturb grass areas; or in any other way injure or impair the natural beauty or usefulness of any area, tree, or plants in the parkways or in public places within the Village nor shall any person allow any gaseous, liquid, or solid substance which is harmful to such trees and plants to come into contact with them.

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Sec. 16-115. Tree Topping.

It shall be unlawful as a normal practice for any person or firm or utility to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the Director of Public Works.

Sec. 16-116. Dangerous Trees.

Any tree or shrub which overhangs any sidewalk, roadway, or other adjoining property in such a way as to impede or interfere with traffic or travel on such public place shall be trimmed by the owner of the abutting premises on which such tree or shrub grows so that the obstruction shall cease within ten (10) days' notice from the Director of Public Works served by mail upon the owner or person in possession or control of such property. Any tree or limb of a tree which has become likely to fall upon or across any public or private place shall be removed by the owner of the premises on which such tree grows within ten (10) days' notice from the Director of Public Works served by mail upon the owner or person in possession or control of such property. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-117. Removal of Dead Trees and Limbs.

Any owner or person in possession or control of any private property shall remove any dead, dying, or dangerous trees or dead, dying, or dangerous limbs dangerous to life, limbs, or property located upon the premises of such owner within thirty (30) days' notice from the Director of Public Works served by mail upon the owner or person in possession or control of such property. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-118. Obstruction to Trees.

(a) Advertisement or Notices: It shall be unlawful to attach any sign, advertisement, or notice to any public tree in any street, parkway, or other public place.

(b) Wires: It shall be unlawful to attach any wire or rope or other foreign object to any public tree without permission of the Director of Public Works.

(c) Any person or company given the right to maintain poles and wires in the streets, alleys, or other public places in the Village shall, in the absence of provision in a franchise agreement concerning the subject, keep such wires and poles free from and away from any trees in such places so far as may be possible and shall keep all such trees properly trimmed and subject to the supervision of the Director of Public Works so that no injury shall be done to the poles or wires and trees by contact.

Sec. 16-119. Protection of Public Trees.

(a) All trees on any street or other publicly owned property near any excavation or construction of any building, structure, or street work shall be guarded with a good substantial fence, frame, or box not less than four (4) feet high and eight (8) feet square, or at a distance in feet from the tree equal to the caliper of the trunk in inches, whichever is greater, and all building material, dirt, or other debris shall be kept outside the barrier.

(b) No person shall excavate any ditches, tunnels, trenches, or lay any drive within a radius of fifteen (15) feet from any public tree; nor shall any person trim, treat chemically or spray, or otherwise affect any public tree without first obtaining a written permit from the Director of Public Works.

(c) No person shall deposit, place, store, or maintain upon any public place, any stone, brick, sand, concrete, or other material which may impede the free passage of water, air, and

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fertilizer to the roots of any tree growing therein, except by written permit from the Director of Public Works.

Sec. 16-120. Right to Inspect.

The officers, agents, servants, and employees of the Village are hereby authorized and directed, for cause, to enter on and upon private property whereon there is located any trees or limbs suspected of being dead, dying, or dangerous for the purpose of inspection, or any vegetation having the appearance of or suspected of being diseased or infested with insects for the purpose of inspecting said suspected vegetation and removing therefrom samples or portions thereof to be tested to establish whether said vegetation is in fact diseased or infested.

Sec. 16-121. Diseased or Infested Vegetation Declared Nuisance.

In the event that it is determined that the trees and shrubs from which samples have been taken in fact have a transmittable disease or are infested with insects, said trees and shrubs shall be and is hereby declared to be a nuisance.

Sec. 16-122. Duty of Owner, Occupant to Abate.

The owner, occupant, or agent of the parcel of land on which diseased or infested trees and shrubs exist shall forthwith treat or remove and destroy said diseased or infested trees and shrubs or shall cause the same to be removed and destroyed within ten (10) days' notification to such owner, occupant, or agent that said trees and shrubs are in fact diseased and infested.

Sec. 16-123. Abatement by Village.

In all cases where the owner, occupant, or agent of the parcel of land on which said dead, dying, or dangerous trees or limbs or diseased or infested trees and shrubs are located cannot be found or if found and notified as aforesaid neglects or refuses to abate said nuisance, it shall be lawful for the Village to abate the same by the trimming, removal or destruction of said trees, limbs or vegetation and in that event the said owner, occupant, and agent or any of them shall be charged with those expenses which may be incurred by the Village in the removal or abatement of the trees and shrubs as aforesaid which expense shall be collected by the Village by suit or otherwise in addition to the fine or penalty provided.

Sec. 16-124. Visual Obstruction of Intersection.

Every owner or person in control of any tree, shrub, or plant growing on private property shall trim the same in order that they shall not obstruct the view of motorists, cyclists, and/or pedestrians at street intersections. Specifically such trees, shrubs, or plants shall in every case conform to the following restrictions: With a radius of twenty (20) feet from the corner point of the lot nearest the street intersection, no planted vegetation shall exceed the height of thirty-six (36) inches above the top of the curb except for trees in which case the lowest limb must be at least five (5) feet above the top of the curb or three (3) feet above the top of corner-planted shrubs, whichever is higher. This section shall not apply to trees with a diameter at one (1) foot above ground level of three (3) inches or less provided that not more than two (2) such trees exist in the regulated corner area.

Any person who fails to comply with the provisions of this section within ten (10) days after written notice from the Director of Public Works of the particular things to be done under this section shall be subject to the penalties provided in this chapter.

Sec. 16-125. Enforcement.

The Director of Public Works is charged with the enforcement of this chapter and to that end may enter upon private property at all reasonable hours for the purpose of inspecting trees, shrubs, and plants. He may remove such specimens as are required for purpose of analysis to determine whether or not the same are diseased or infected.

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No person shall hinder, prevent, or interfere with the agents, servants, or employees of the Village while engaged in carrying out the provisions of this chapter.

Sec. 16-126. Removal of Public Nuisance.

The Director of Public Works shall give to the owner of the premises where a nuisance as described in this chapter is found a written notice of the existence of such nuisance which may require the removal or treatment of such nuisance within ten (10) days following the notice such removal to be done under the direction of the Director of Public Works. The notice may further state that unless the nuisance is removed in compliance with the terms thereof within said ten (10) day period, the Director of Public Works may proceed to remove the same and assess the cost thereof against the property owner. Service of the notice may be by personal service or by certified mail to the property address. In the event the owner does not live on the premises, notice may be sent by ordinary mail to the last known address of the owner.

Sec. 16-127. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-128. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense. In a prosecution under this article, each tree removed, damaged, or destroyed will constitute a separate offense.

Sec. 16-129. Utility Companies.

All utility companies or their designated contractors shall give the Director of Public Works seven (7) days notification before engaging in any line clearing, tree trimming, or tree removal activity. The Director of Public Works will approve the time, place and manner of performing any tree or shrub related work. All utility companies or their contractors will follow all proper arbor cultural practices on all trees within the limits of the Village of Palatine.
(Ord.No.0-109-99, §7 & 8; 8/9/99)

Attachment: Exhibit A Chapter 16 Clean (Chapter 16 - Rights-of-Way Code Amendments)

Chapter 16 CONSTRUCTION AND MAINTENANCE OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

***Cross reference(s)**--Director of public works to have charge of construction and care, §2-172; building codes and building regulations, Ch. 6; public improvements as a condition precedent to issuance of building permit, § 6-56; deposits in streets prohibited, § 8-5; housing, Ch. 10; refuse, refuse, etc., on streets, etc., §12-28; antilitter regulations, §12-191 et seq.; water and sewer services, Ch. 19; zoning, App. A; subdivision regulations, App. B.

Editor's note: Chapter 16 STREETS AND SIDEWALKS, was deleted in its entirety by Ordinance #0-109-99, passed August 9, 1999. A new Chapter 16 was adopted by the same ordinance.

Editor's note: Ordinance #0-22-15, passed March 16, 2015, replaced Chapter 16 in its entirety.

Art. I. In General and Utilities §§ 16-1--16-26
Art. II. Streets, Sidewalks and Rights-of-way §§ 16-27--16-60
Art. III. Driveways §§ 16-61--16-70
Art. IV. Excavations, §§ 16-71--16-85
Art. V. Sub-Sidewalk Space, §§ 16-86--16-100
Art. VI. Trees & Shrubs, §§ 16-101--129

ARTICLE I. - IN GENERAL AND UTILITIES.

Sec. 16-1. Purpose and Scope.

a) Purpose. The purpose of this Chapter is to establish policies and procedures for constructing and/or maintaining facilities on rights-of-way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

b) Facilities Subject to This Chapter. This Chapter applies to all facilities on, over, above, along, upon, under, across, or within the public ways and public rights-of-way within the jurisdictional limits of the Village and outside the jurisdictional limits of the Village in the event the Village has authority or maintenance responsibility over it. A facility lawfully established prior to the effective date of this Chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement. Facilities constructed in conjunction with a new subdivision to be dedicated to the Village, and which is subject to Appendix B - Subdivisions, Site Development and Floodplain Regulations shall be exempt from this Chapter until completed and accepted by the Village.

c) Franchises, Licenses, or Similar Agreements. The Village, in its discretion and as provided by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village ways and rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In such an agreement, the Village may provide for terms and conditions inconsistent with this Chapter.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

d) Effect of Franchises, Licenses, or Similar Agreements.

1) Utilities Other Than Telecommunications Providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the Village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

2) Telecommunications Providers. In the event of any conflict with, or inconsistency between, the provisions of this Chapter and the provisions of any franchise, license or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

e) Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

f) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Chapter, the utility shall comply with the requirements of this Chapter to the maximum extent possible without violating federal or State laws or regulations.

g) Sound Engineering Judgment. The Village shall use sound engineering judgment when administering this Chapter and therefore may vary the standards, conditions, and requirements expressed in this Chapter when deemed necessary under sound engineering judgement. Nothing herein shall be construed to limit the ability of the Village to regulate its ways and rights-of-way for the protection of the public health, safety and welfare.

Sec. 16-2. Definitions.

As used in this Chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this Section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code 530.30, unless the context clearly requires otherwise.

"AASHTO" - American Association of State Highway and Transportation Officials.

"*ANSI*" - American National Standards Institute.

"*Applicant*" - A person applying for a permit under this Chapter.

"*ASTM*" - American Society for Testing and Materials.

"*Backfill*" - The methods or materials for replacing excavated material in a trench or pit.

"*Bore*" or "*Boring*" - To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

"*Caliper*" - Shall mean the diameter of any tree trunk six inches above ground level.

"*Carrier Pipe*" - The pipe enclosing the liquid, gas or slurry to be transported.

"*Casing*" - A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

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"*Circuit*" - The complete assembly of generators, conductors, fibers, switches, and lines by which an electrical or optical current or signal is transmitted.

"*Clear Zone*" - The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

"*Coating*" - Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

"*Code*" - The Code of Ordinances of the Village of Palatine.

"*Conductor*" - Wire carrying electrical current.

"*Conduit*" - A casing or encasement for wires or cables.

"Construction or Construct" - The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

"*Cover*" - The depth of earth or backfill over buried utility pipe or conductor.

"*Crossing Facility"* - A facility that crosses one or more right-of-way lines of a right-of-way.

"Director of Public Works" - The Village Director of Public Works or his or her designee.

"*Disrupt the Right-of-Way*" - For the purposes of this Chapter, any work that obstructs the right-of-way or causes an adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

"*Driveway*" - Shall mean a place improved for vehicular traffic on street right of way which connects the traveled portion of the street with the lot or parcel of land adjacent thereto.

"*Driveway, residential*" - Shall mean a driveway serving property used exclusively for residence purposes.

"*Driveway, non-residential*" - Shall mean a driveway serving property used in whole or in part for other than residence purposes.

"*Easement"* - Any land, public or private, upon which any utility has any right(s) granted for access, usage, placement, construction, or maintenance of or relative to the operation of its utility system(s).

"Emergency" - Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

"*Encasement*" - Provision of a protective casing.

"*Engineer*" - The Village Engineer or his or her designee.

"*Equipment"* - Materials, tools, implements, supplies, and/or other items used to facilitate construction and/or maintenance of facilities.

"*Excavation*" - The making of a hole or cavity by removing material, or laying bare by digging.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

"*Extra Heavy Pipe*" - Pipe meeting ASTM standards for this pipe designation.

"*Facility*" - All structures, devices, objects, and materials (including track and rails, wires, ducts, fiber optic cable, communications and video cables and wires, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within public ways or rights-of-way as herein defined under this Chapter, except those owned by the Village.

"Freestanding Facility" - A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

"*Frontage Road"* - Roadway, usually parallel, providing access to land adjacent to the highway where control of access on highway exists.

"Hazardous Materials" - Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Village Director of Public Works to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

"*Highway Code*" - The Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, as amended from time to time.

"*Highway*" - A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. Highway includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

"*IDOT*" - Illinois Department of Transportation.

"*ILCC*" - Illinois Commerce Commission.

"*Jacking*" - Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

"*Jetting*" - Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

"*Joint Use*" - The use of pole lines, trenches or other facilities by two or more utilities.

"Major Intersections" - The intersection of two or more major arterial highways.

"*Municipal Property*" - Shall mean all property owned or under the control or jurisdiction of the Village.

"*Occupancy*" - The presence of facilities on, over or under right-of-way.

"*Overhead Utility Lines*" - Wires, cables, or fibers used for the distribution and/or the transmission of public services, including but not limited to electricity, cable television, telecommunications, or data, that are located above ground.

"Parallel Facility" - A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

"*Parkway*" - Any portion of the right-of-way not improved by street or sidewalk.

"*Parkway Tree*" - Shall mean any tree in a public place.

"*Pavement Cut*" - The removal of an area of pavement for access to facility or for the construction and/or maintenance of a facility.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

"*Permittee*" - That entity to which a permit has been issued pursuant to this Chapter.

"*Practicable"* - That which is performable, feasible or possible, rather than that which is simply convenient.

"*Pressure*" - The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

"*Petroleum Products Pipelines*" - Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

"*Prompt*" - That which is done within a period of time specified by the Village. If no time period is specified, the period shall be 30 days.

"*Public Entity*" - A legal entity that constitutes or is part of the government, whether at local, state or federal level.

"*Public Highway*" - Shall mean all land lying between the sidewalks, all alleys, and all roadways including adjacent municipal property.

"*Public Way(s)*" - See Right-of-Way.

"*Removal*" - When used regarding trees, shall mean the actual removal or causing the effective removal through damaging, poisoning, or other direct or indirect actions resulting in the death of a tree.

"*Replacement*" - The act of repairing, taking, or filling the place of a facility or circuit, in whole or in part, that is to be removed, discarded or that has exceeded its useful life.

"*Restoration*" - The repair of a right-of-way, highway, roadway, or other area disrupted by the construction and/or maintenance of a facility.

"*Right-of-Way*" - Any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including easements as herein defined, public and private, within the jurisdictional limits of the Village and outside the jurisdictional limits of the Village in the event the Village has authority or maintenance responsibility over it. "Right-of-way" shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way.

"*Roadway"* - That part of the highway that includes the pavement and shoulders.

"*Sale of Telecommunications at Retail*" - The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

"*Security Fund"* - That amount of security required pursuant to Section 16-11 or as otherwise set forth in this chapter.

"*Shoulder*" - A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

"*Sidewalk*" - Shall mean that portion of the street right of way between the curb lines or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians and generally separated from the curb or roadway surface by a parkway or grass plot.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

"*Sound Engineering Judgment*" - A decision(s) consistent with generally accepted engineering principles, practices and experience.

"*Telecommunications*" - This term includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, specialized mobile radio services, or any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. Unless the context clearly requires otherwise, "telecommunications" shall also include wireless telecommunications as defined in the Illinois Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq*. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by him or her to the ultimate retail consumer who originates or terminates the end-to-end communications. Retailer access charges, right of access charges, charges for use of intercompany facilities, and all telecommunications resold in the subsequent provision and used as a component of, or integrated into, end-to-end telecommunications service shall not be included in gross charges as sales for resale. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following) as now or hereafter amended or cable or other programming services subject to an open video system fee payable to the Village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.D.F. 76.1550 and following) as now or hereafter amended.

"*Telecommunications Provider"* - Means any person that installs, owns, operates or controls facilities in the public right-of-way used or designed to be used to transmit telecommunications in any form.

"*Telecommunications Retailer*" - Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

"*Trees*" - Shall include shrubs which grow higher than ten feet.

"*Trench*" - A relatively narrow open excavation for the installation of an underground facility.

"*Utility*" - The individual or entity owning or operating any facility as defined in this Chapter.

"*Vent*" - A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

"Village" - The Village of Palatine.

"*Water Lines*" - Pipelines carrying raw or potable water.

"*Wet Boring*" - Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

Sec. 16-3. Supervision.

All public streets, alleys, sidewalks and other public ways shall be under the supervision of the ~~Village~~ Director of Public Works. He shall have the supervision over all work thereon, and the cleaning thereof, and shall be charged with the enforcement of all provisions of this Code and other ordinances relating to such public places (except traffic ordinances) and is hereby authorized to enforce such provisions.

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Sec. 16-4. Registration and Annual Updates Required.

a) Every utility that occupies right-of-way within the Village shall register on or before January 15 every five (5) years with the Director of Public Works, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in Section 16-9 of this Chapter, in the form of a certificate of insurance. This registration shall be valid for a period of five (5) years. The herein required information shall be updated annually to the extent any information changes.

b) In addition, the registering utility shall provide a letter of acknowledgment, on the registrant's letterhead, acknowledging the utility's awareness of this Chapter and its full agreement to the terms and conditions herein contained. A telecommunications provider that has registered under this Section, shall be deemed to have satisfied the registration requirement under Section 16-4 of this Code. Registrants under this Chapter shall provide and maintain an annual security in the minimum amount of Thirty Thousand Dollars ($30,000). Such security shall be in the forms prescribed under, and be in accordance with Section 16-11 of this Chapter and be in lieu thereof; except that the Village reserves the right to request an increase in said security amount in the event that the scope of any permit request exceeds the security amount herein required. In the event that an increase in the amount of the security is warranted and requested by the Village, the amount of such increase will be based upon and in accordance with Section 16-11 of this Chapter. In the event the Village utilizes any portion of the security amount, the utility shall immediately replenish the security amount back to the initial minimum Thirty Thousand Dollar ($30,000) amount, or the increased security level, whichever is greater. Furthermore every utility that occupies right-of-way within the Village shall, upon written request of the Village, provide the Village with maps (paper and electronic if available) of the utility's facilities which are located within the jurisdiction of the Village. The Village shall treat these maps (paper and electronic) as confidential and proprietary information and they shall not be released to any other entity except as required by law.

Sec. 16-5. Permit Required; Applications and Fees.

a) Permit Required. No person shall construct (as defined in this Chapter) any facility on, over, above, along, upon, under, across, or within any right-of-way located within the corporate limits of the Village which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Chapter), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the ~~Village~~ Director of Public Works and obtaining a permit from the Village therefor, except as otherwise provided in this Chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. Application for, or granting of a permit from the Village shall in no way release or exempt the utility from any other permit requirements as may be required by any other entity having jurisdiction of any kind over the right-of-way involved. (Ord. No. 0-65-10, §1, 6/14/10)

b) Permit Application. All ~~applications for~~ applicants seeking permits ~~pursuant to this Chapter shall be filed on a form provided by the~~ are required to submit their documentation through the online tools provided on the official Village of Palatine website~~and shall be filed in such number of duplicate copies as the Village may designate~~. The online submission process shall be the sole method for accepting permit documentation, and paper submissions will not be accepted unless explicitly specified by the relevant Village department. The applicant may designate those portions of its application materials that it~~s~~ reasonably believes contain proprietary or confidential information as proprietary or confidential by clearly marking each page of such materials accordingly.

c) Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

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1) The utility's name, ~~and~~ address, and telephone ~~and telecopy~~ number~~s~~;

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

2) The applicant's name and address, if different than the utility, its telephone~~, telecopy~~ number~~s~~, e-mail address, and its interest in the work;

3) The names, addresses and telephone ~~and telecopy~~ numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;

4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

5) Evidence that the utility has placed on file with the Village:

i) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

ii) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and/or maintenance and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ILCC regulations for emergency contingency plans constitutes compliance with this Section unless the Village finds that additional information or assurances are needed;

6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;

7) Evidence of insurance as required in Section 16-9 of this Chapter;

8) Evidence of posting of the security fund as required in Section 16-11 of this Chapter;

9) Any request for a variance from one or more provisions of this Chapter (See Section 16-23).

10) Evidence of approved Zoning Variation from the Village Community Development Department, if so required (See Section 16-16 and 16-17); and

11) Such additional information as may be reasonably required by the Village.

d) Supplemental Application Requirements for Specific Types of Utilities. In addition to the requirements of Subsection c) of this Section, the permit application shall include the following items as applicable to the specific utility that is the subject of the permit application:

1) In the case of new electric power, communications or natural gas distribution system installation, evidence that any "Certificate of Public Convenience and Necessity" has been issued by the ILCC that the applicant is required by law, or has elected, to obtain;

2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

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3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Metropolitan Water Reclamation District and/or other local or state entities with jurisdiction, have been satisfied; or

5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

e) Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction and/or maintenance period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village within thirty (30) days after the change necessitating the amendment.

f) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Chapter shall be accompanied by a fee in the amount established in Fee Schedule Supplement to the Village Code of Ordinances. This application fee is to reimburse the Village for regulatory and administrative costs with respect to the work being performed, which costs the Village represents have been or will be incurred, and is not deemed to be compensation for the use of the rights-of-way as herein defined in this chapter. No application fee is required to be paid by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee pursuant to Chapter 20 of this Code or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act, or by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

Sec. 16-6. Action on Permit Applications.

a) Village Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the ~~Village~~ Director of Public Works or his or her designee within a reasonable time after filing. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the ~~Village~~ Director of Public Works shall reject such application in writing, stating the reasons therefor. If the ~~Village~~ Director of Public Works is satisfied that the proposed work conforms to the requirements of this Chapter and all applicable ordinances, codes, laws, rules, and regulations, the ~~Village~~ Director of Public Works shall issue a permit therefor as soon as practicable. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances ~~(~~Appendix A - Zoning~~)~~.

b) Additional Village Review of Applications of Telecommunications Retailers.

1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the Village that it intends to commence work governed by this Chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the Village not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The ~~Village~~ Director of Public Works shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

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2) In the event that the ~~Village~~ Director of Public Works fails to provide such specification of location to the telecommunications retailer within either (i) ten (10) days after service of notice to the Village by the telecommunications retailer in the case of work not involving excavation for new construction and/or maintenance or (ii) ~~twenty-five~~thirty (30) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction and/or maintenance, the telecommunications retailer may commence work without obtaining a permit under this Chapter.

3) Upon the provision of such specification by the Village, where a permit is required for work pursuant to Section 16-5 of this Chapter the telecommunications retailer shall submit to the Village an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of Subsection (a) of this Section.

Sec. 16-7 Effect of Permit.

a) Authority Granted; No Property Right or Other Interest Created. A permit from the Village authorizes a permittee to undertake only certain activities in accordance with this Chapter on Village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the public rights-of-way.

b) Compliance with All Laws Required. The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and all applicable statutes, laws, ordinances, rules, and regulations.

c) Notifications Required. Any utility or other entity which has received a permit to perform construction and/or maintenance in the Village Rights-of-Way shall provide written notification~~, either written or verbal,~~ to each individual resident of properties affected by such construction and/or maintenance. This shall include all properties upon which construction and/or maintenance is to be performed and/or which abut rights-of-way upon which construction and/or maintenance is to be performed. Such notice shall be given not less than five (5) days prior to commencement of such permitted construction and/or maintenance.

Sec. 16-8 Revised Permit Drawings.

The installation of the facilities shall substantially conform to the approved plans, except as the plans may be changed to conform to Village Codes and Ordinances. In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this Chapter, it shall be treated as a request for variance in accordance with Section 16-23 of this Chapter. If the Village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

Sec. 16-9 Insurance.

a) Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the Village, and its corporate authorities, elected and appointed officers, officials, agents, ~~and~~ employees and representatives as additional insureds on the policies listed in paragraphs 1 and 2 below:

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1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as X, C, and U coverages) and products-completed operations coverage with limits not less than:

i) Five million dollars ($5,000,000) for bodily injury or death to each person;

ii) Five million dollars ($5,000,000) for property damage resulting from any one accident; and

iii) Five million dollars ($5,000,000) for all other types of liability;

2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars ($1,000,000) for personal injury and property damage for each accident;

3) Worker's compensation with statutory limits; and

4) Employer's liability insurance with limits of not less than one million dollars ($1,000,000) per employee and per accident.

b) Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

c) Copies Required. The utility shall provide copies of any of the policies required by this Section to the Village within ten (10) days following receipt of a written request therefor from the Village.

d) Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement:

> ~~A~~It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew.

Within ten (10) days after receipt by the Village of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this Section.

e) Self-Insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection a) of this Section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection a), or the requirements of Subsections b), c) and d) of this Section. A utility that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection a) of this Section, such as evidence that the utility is a private self-insurer under the Workers Compensation Act.

f) Effect of Insurance and Self-Insurance on Utility's Liability. The legal liability of the utility to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

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Sec. 16-10. Indemnification.

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the Village and its corporate authorities, elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction and/or maintenance of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Chapter by the Village, its corporate authorities, officials, officers, employees, agents or representatives.

Sec. 16-11. Security.

a) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this Section, or in the minimum amount of Thirty Thousand Dollars ($30,000) for utilities registering under the provisions of Section 16-4, except that the Village reserves the right to request an increase in said security amount in the event that the scope of any permit request exceeds the minimum security amount of Thirty Thousand Dollars ($30,000). In the event that an increase in the amount of the security is warranted and requested by the Village, the amount of such increase will be based upon and in accordance with this section. The Security Fund shall be continuously maintained in accordance with this Section at the permittee's sole cost and expense until the completion of the work authorized under the permit, or for the entire registration period as required under Section 16-4 Registration and Annual Updates Required. The Security Fund shall serve as security for:

1) The faithful performance by the permittee of all the requirements of this Chapter;

2) Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to this Chapter; and

3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by permittee in violation of this Chapter including, without limitation, any damage to public property or restoration work the permittee is required by this Chapter to perform that the Village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the Village from the permittee pursuant to this Chapter or any other applicable law.

b) Form. The permittee shall provide the Security Fund to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:

1) Provide that it will not be canceled without thirty (30) days prior written notice to the Village and the permittee;

2) Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and

3) Shall provide a location convenient to the Village and within the State of Illinois at which it can be drawn.

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c) Amount. The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction and/or maintenance under the permit, as determined by the ~~Village~~ Director of Public Works, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction and/or maintenance of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction and/or maintenance of facilities in one location or a related group of locations, and where construction and/or maintenance in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the ~~Village~~ Director of Public Works may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction and/or maintenance under the permit. The amount of the Security Fund for phased construction and/or maintenance shall be equal to the greatest amount that would have been required under the provisions of this Subsection (c) for any single phase.

d) Withdrawals. The Village, upon fourteen (14) days advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1) Fails to make any payment required to be made by the permittee hereunder;

2) Fails to pay any liens relating to the facilities that are due and unpaid;

3) Fails to reimburse the Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or non-performance by the permittee; or

4) Fails to comply with any provision of this Chapter that the Village determines can be remedied by an expenditure of an amount in the Security Fund.

e) Replenishment. Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in Subsection c) of this Section.

f) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the Village, upon written request for said withdrawal to the Village, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in Subsection c) of this Section.

g) Closing and Return of Security Fund. Upon completion of the work authorized under the permit, or the expiration of the registration term for utilities registered as required under Section 16-4, the permittee shall be entitled to the return of the Security Fund, if Security was established on a by permit basis, or for those who have provided the blanket security under Section 16-4, any amount in excess of the minimum of Thirty Thousand Dollars ($30,000), within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this Chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

h) Rights Not Limited. The rights reserved to the Village with respect to the Security Fund are in addition to all other rights of the Village, whether reserved by this Chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

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i) Annual Security. Any Utility which has established an Annual Security Fund under Section 16-4 of this Chapter shall be deemed to have met the requirements of this Section; except as noted in Section 16-11 of this Chapter.

Sec. 16-12. Permit Suspension and Revocation.

a) Village Right to Revoke Permit. The Village may revoke or suspend a permit issued pursuant to this Chapter for one or more of the following reasons:

1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;

2) Non-compliance with this Chapter;

3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the public rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or

4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

b) Notice of Revocation or Suspension. The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this Chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this Section 16-12.

c) Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension. Upon receipt of a written notice of revocation or suspension from the Village, the permittee shall have the following options:

1) Immediately provide the Village with evidence that no cause exists for the revocation or suspension;

2) Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation; or

3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the public rights-of-way and restore the rights-of-way to the satisfaction of the Village providing written proof of such removal to the Village within ten (10) days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this Subsection.

d) Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within Subsection a) of this Section.

e) Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of Subsection c) of this Section, the Village or its designee may, at the option of the Village: (1) correct the deficiencies; (2) upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty (30) days' notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-13. Change of Ownership or Owner's Identity or Legal Status.

a) Notification of Change. A utility shall notify the Village no less than thirty (30) days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and all applicable laws, ordinances, rules and regulations, including this Chapter, with respect to the work and facilities in the right-of-way.

b) Amended Permit. A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the Village's right-of-way.

c) Insurance and ~~Bonding~~Security. All required insurance coverage or ~~bonding~~ security fund must be changed to reflect the name of the new owner upon transfer.

Sec. 16-14. General Construction and Maintenance Standards.

a) Standards and Principles. All construction and/or maintenance in the right-of-way shall be consistent with applicable ordinances, codes, laws, rules, and regulations, and commonly recognized and accepted traffic control and construction and/or maintenance principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications:

1) Standard Specifications for Road and Bridge Construction;

2) Supplemental Specifications and Recurring Special Provisions;

3) Highway Design Manual;

4) Highway Standards Manual;

5) Standard Specifications for Traffic Control Items;

6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code ~~–~~545);

7) Flagger's Handbook; and

8) Work Site Protection Manual for Daylight Maintenance Operations.

b) Interpretation of Municipal Standards and Principles. If a discrepancy exists between or among differing principles and standards required by this Chapter, the ~~Village~~ Director of Public Works shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the ~~Village~~ Director of Public Works shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

Sec. 16-15. Traffic Control.

a) Minimum Requirements. The Village's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

b) Warning Signs, Protective Devices, and Flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting all applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the public rights-of-way.

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c) Interference with Traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

d) Notice When Access is Blocked. At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify, in writing, the resident, business, or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to Section 16-22 of this Chapter, the utility shall provide such notice as is practicable under the circumstances.

e) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village.

Sec. 16-16. Above Ground Utility Structures and Facilities.

Utilities shall be prohibited from placing any above ground structure or facility on rights-of-way within the jurisdictional limits of the Village and outside the jurisdictional limits of the Village in the event the Village has authority or maintenance responsibility over it, except as allowed under and accordance with the Village Code of Ordinances ~~Zoning Ordinance~~ Appendix A - Zoning Ordinance and Appendix B - Subdivision~~s~~, Site Development and Floodplain Regulations ~~Ordinance - Appendix B~~, unless approved by the Mayor and Council. This section shall be preemptive over all other sections in this Chapter. Any other section regarding location of above ground facilities shall be in addition to, rather than in lieu of, this section.

Sec. 16-17. Location of Facilities.

a) Parallel Facilities Located Within Highways.

1) Overhead Parallel Facilities. An overhead parallel facility may be located within the right-of-way lines of a highway only if:

i) Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;

ii) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two (2) feet (0.6 m) behind the face of the curb, where available;

iii) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four (4) feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

iv) No pole is located in the ditch line of a highway; and

v) Any ground-mounted appurtenance is located within one (1) foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.

2) Underground Parallel Facilities. An underground parallel facility may be located within the right-of-way lines of a highway only if:

i) The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line;

ii) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

iii) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five (5) feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one (1) foot (0.3 m) of the right-of-way line or as near as practicable. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances ~~(~~Appendix A - Zoning~~)~~.

b) Facilities Crossing Highways.

1) No Future Disruption. The construction and/or maintenance and design of crossing facilities installed between the ditch lines or curb lines of Village highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

2) Cattle Passes, Culverts, or Drainage Facilities. Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

3) 90 Degree Crossing Required. Crossing facilities shall cross at or as near to a ninety (90) degree angle to the centerline as practicable.

4) Overhead Power or Communication Facility. An overhead power or communication facility may cross a highway only if:

i) It has a minimum vertical line clearance as required by ILCC's rules entitled, Construction of Electric Power and Communication Lines (83 Ill. Adm. Code 305);

ii) Poles are located within one foot (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and

iii) Overhead crossings at major intersections are avoided.

5) Underground Power or Communication Facility. An underground power or communication facility may cross a highway only if:

i) The design materials and construction and/or maintenance methods will provide maximum maintenance-free service life; and

ii) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

6) Markers. The Village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. 192.707 (1989)).

c) Facilities to be Located Within Particular Rights-of-Way. The Village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances ~~(~~Appendix A - Zoning~~)~~.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

d) Freestanding Facilities.

1) The Village may restrict the location and size of any freestanding facility located within a right-of-way.

2) The Village may require any freestanding facility located within a right-of-way to be screened from view.

e) Appearance Standards.

1) The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.

2) A facility may be constructed only if its construction and/or maintenance does not require extensive removal or alteration of trees or terrain features visible to the highway user or impair the aesthetic quality of the lands being traversed.

f) Above Ground Installation. Above ground facilities may be installed only if:

1) No other existing facilities in the area are located underground;

2) New underground installation is not technically feasible; and

3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable.

4) **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances ~~(~~Appendix A - Zoning~~)~~ .

g) Facility Attachments to Bridges or Roadway Structures.

1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

i) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

ii) The type, length, value, and relative importance of the highway structure in the transportation system;

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

iii) The alternative routings available to the utility and their comparative practicability;

iv) The proposed method of attachment;

v) The ability of the structure to bear the increased load of the proposed facility;

vi) The degree of interference with bridge maintenance and painting;

vii) The effect on the visual quality of the structure; and

viii) The public benefit expected from the utility service as compared to the risk involved.

Sec. 16-18. Construction and Maintenance Methods and Materials.

a) Standards and Requirements for Particular Types of Construction Methods.

1) Boring or Jacking. All boring and jacking construction methods shall comply with all applicable requirements of governing railroad and/or highway authorities.

i) Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the ~~Village~~ Director of Public Works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

ii) Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.

iii) Borings with Diameters Greater Than 6 Inches. Borings over six (6) inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one (1) inch (25 mm).

iv) Borings with Diameters 6 Inches or Less. Borings of six (6) inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

v) Tree Preservation. Any facility located within the drip line of any tree designated by the Village to be preserved shall be bored under or around the root system. Such boring or tunneling shall be done in accordance with the following specifications:

a) Borings or tunnels shall be kept at a minimum lateral distance from the tree trunk as shown below:

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

Trunk Diameter:	Lateral Minimum Distance
9" Diameter or Less	5 Feet
10"-14" Diameter	10 Feet
15"-19" Diameter	12 Feet
19" or Larger Diameter	15 Feet

b) Bore or trench depth shall be a minimum of twenty-four inches (24") beneath the root structure of trees with a trunk diameter of twelve inches (12") or less. Bore or trench depth shall be a minimum of thirty-six inches (36") beneath the root structure of trees with a trunk diameter in excess of twelve inches (12").

2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accordance with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."

i) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Village Director of Public Works.

ii) Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

iii) The trenching within the drip line of any tree shall be done in accordance with the following specifications:

a) Open trenches must maintain a minimum lateral distance from the tree trunk of no less than one foot (1') for every one inch (1") of tree diameter at the trunk.

b) Open trench spoils shall be placed on the side of the trench opposite the tree.

c) Any roots one inch (1") or larger, damaged during the excavation process shall be pruned to the trunk side of the trench with a single clean cut.

d) Tree trunks shall be wrapped in snow fencing or other material approved by the Village Forester. Trenching shall not commence until preservation measures as herein specified have be reviewed and approved by the Village Forester. Any tree which exhibits signs of deterioration within one (1) year of the completed work shall be removed and replaced at the sole expense of the utility.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

3) Backfilling.

i) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's Standard Specifications for Road and Bridge Construction. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used. Where trenches are within two ~~(2')~~ feet (2') of existing or proposed pavement, the trenches shall be backfilled with grade 9 gravel and compacted to a minimum of 95%.

ii) For a period of three (3) years from the date construction and/or maintenance of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction and/or maintenance of the facility. If so ordered by the Director of Public Works, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Director of Public Works.

4) Pavement Cuts. Pavement cuts for facility installation or repair shall not be permitted on any road or highway within the Village. If a variance to the limitation set forth in this paragraph 4) is granted under Section 16-23, the following requirements shall apply:

i) Pavement cuts shall not be done until traffic has been diverted from the portion of the roadway to be cut and a Village approved traffic control plan has been ~~-~~fully implemented.

ii) Any excavation under pavements shall be backfilled as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the Director of Public Works, and compacted in accordance with this Chapter. All structures in the affected area shall be replaced and set to the established grade. Damaged structures shall be replaced with new structures of the same type, material, and size.

iii) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village.

iv) All saw cuts shall be full depth.

v) All work shall be constructed in accordance with the current Standard Specifications for Road and Bridge Construction~~:~~ adopted by the State of Illinois, Department of Transportation and the requirements ~~of Section 1.01~~ of the Village Code of Ordinances Appendix B - Sub~~-~~division, Site Development and Floodplain Regulations ~~Ordinance~~.

vi) For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, a variance shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

5) Encasement.

i) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village. A~~ts~~ a minimum; Casing pipe shall be new steel pipe conforming to the latest revised specifications requirements of ASTM A-134 with field welded butt joints, a minimum yield strength of thirty-five thousand (35,000) psi~~.~~, and the following minimum wall thickness:

Nominal Pipe Size	Minimum Wall Thickness -- Inches Under Highway	Under Railroad
16 inch	0.250	0.232
18 inch	0.250	0.312
20 inch	0.250	0.344
24 inch	0.312	0.406
30 inch	0.312	0.480
36 inch	0.375	0.532
42 inch	0.375	0.563

ii) The carrier pipe shall be supported for its entire length inside the casing by pipe by means of hardwood planks strapped to the carrier pipe in such a way as to support the pipe at the required elevation and slope and to prevent shifting or flotation. The annular space between the carrier pipe and casing pipe shall be blown full of sand to fill all voids.

iii) The venting, if any, of any encasement shall extend within one (1) foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

iv) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or Village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the Village. Bell and spigot type pipe shall be encased regardless of installation method.

v) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

vi) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;

vii) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction and/or maintenance does not disrupt the right-of-way.

6) Protection of Street Light Wiring.

i) To insure wires are not cut when trenching or boring, the utility shall hand dig in all areas within three ~~(3')~~ feet (3') of the street light.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

ii) Ground faults:

a. Ground fault warranty:
Any street light which exhibits signs of a ground fault within two (2) years of completed construction and/or maintenance work, may be repaired by the Village and, in that event, the Village will charge it to the utility, and the utility shall pay the Village for the repair.

b. In the event of a street light cable fault, the Department of Public Works shall be notified immediately. The hole shall be left opened until an inspection/repair of the fault is made by Village personnel.

7) Minimum Cover of Underground Facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Power or Communication Line (In General)	**30 Inches (0.8 m)**
Communication Line Installed by the Plowed Method	**24 Inches (0.6 m)**
Gas or Petroleum Products	**30 Inches (0.8 m)**
Water Line	**Sufficient Cover to Provide Freeze Protection**
Sanitary Sewer, Storm Sewer, or Drainage Line	**Sufficient Cover to Provide Freeze Protection**

b) Standards and Requirements for Particular Types of Facilities.

1) Electric Power or Communication Lines.

i) Code Compliance. Electric power or communications facilities within Village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled ~~A~~Rules for Construction of Electric Power and Communications Lines, and the National Electrical Safety Code.

ii) Overhead Facilities. Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

iii) Underground Facilities. (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: (a) the crossing is installed by the use of moles, whip augers, or other approved method which compress the earth to make the opening for cable installation or (b) the installation is by the open trench method which is only permitted prior to roadway construction. (3) Cable shall be grounded in accordance with the National Electrical Safety Code.

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2) Underground Facilities Other than Electric Power or Communication Lines. Underground facilities other than electric power or communication lines may be installed by:

i) the use of moles, whip augers, or other approved methods which compress the earth to move the opening for the pipe;
ii) jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
iii) open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
iv) tunneling with vented encasement, but only if installation is not possible by other means.

3) Gas Transmission, Distribution and Service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a Village approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 B Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR 192), IDOT's Standard Specifications for Road and Bridge Construction, and all other applicable laws, rules, and regulations.

4) Petroleum Products Pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

5) Water ~~l~~Lines, Sanitary Sewer Lines, Storm ~~Water~~ Sewer Lines or Drainage Lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current Standard Specifications for Water and Sewer Main Construction in Illinois.

6) Ground Mounted Appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one (1) foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Director of Public Works. With the approval of the Director of Public Works, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings. **NOTE:** All above ground facilities and appurtenances located on private property are subject to the Village Code of Ordinances ~~(~~Appendix A - Zoning~~)~~.

c) Materials.

1) General Standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's Standards Specifications for Road and Bridge Construction, the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

2) Material Storage on Right-of-Way. All pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the Village. Any equipment to parked overnight shall be parked well clear of the roadway and barricaded.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

3) Hazardous Materials. The plans submitted by the utility to the Village shall identify any hazardous materials that may be involved in the construction and/or maintenance of the new facilities or removal of any existing facilities.

d) Operational Restrictions.

1) Construction and/or maintenance operations on rights-of-way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction and/or maintenance would result in extensive damage to the right-of-way or other property.

2) These restrictions may be waived by the Director of Public Works when emergency work is required to restore vital utility services.

3) Unless otherwise permitted by the Village, the hours of construction and/or maintenance are those set forth and in accordance with Section 6-32 of the Village Code of Ordinances.

e) Location of Existing Facilities. Any utility proposing to construct facilities in the Village shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The Village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)

Sec. 16-19. Vegetation Control.

a) Tree Trimming Permit Required. Tree trimming shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this Chapter. All such work shall be subject to the legally applicable provisions of Article VI of this Chapter.

1) Application for Tree Trimming Permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2) Damage to Trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The Village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The Village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

b) Specimen Trees or Trees of Special Significance. The Village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

c) Chemical Use. Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Director of Public Works that such spraying is the only practicable method of vegetation control.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-20. Removal, Relocation, or Modifications of Utility Facilities.

a) Notice. Within ninety (90) days following written notice from the Village, a utility shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the rights-of-way.

b) Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the Village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the public rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the public rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

3) If the facility was constructed or installed without prior issuance of a required permit in violation of this Chapter; or

4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

c) Emergency Removal or Relocation of Facilities. The Village retains the right and privilege to cut or move any facilities located within the rights-of-way of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

d) Abandonment of Facilities. Upon abandonment of a facility within the public rights-of-way of the Village, the utility shall notify the Village within ninety (90) days. Following receipt of such notice the Village may direct the utility to remove all or any portion of the facility if the ~~Village~~ Director of Public Works determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the Village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

e) Council Review Required. Expansion, additions to, or replacement of overhead utility lines in excess 2,600 lineal feet shall be required to be buried unless the Village Council authorizes their expansion, alterations, or construction above ground. The replacement of a majority of the lines in a circuit shall be deemed a replacement under this paragraph. Plans for and implementation of all such construction, expansion, additions, or replacements of utility lines in excess of 2,600 lineal feet, whether buried or overhead, shall be subject to review and approval by the Village Council to ensure minimal impact on trees and property, both public and private. The time period necessary to accomplish such review shall extend and be in addition to , by the length of such period, any other relative time restrictions or deadlines herein or otherwise placed upon the Village.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

16-21. Cleanup and Restoration.

Upon completion of all construction or maintenance of facilities, the utility shall remove all excess material and restore all turf and terrain in a timely manner and to the satisfaction of the Village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the ~~Village~~ Director of Public Works. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. All restoration shall be completed within two (2) weeks of the completion of construction and/or maintenance. Restoration not completed within this time may be done by the Village, and the full cost and expense thereof billed to the utility or deducted from the utility's security fund, at the Village's discretion.

1) Utility shall perform all ditching, grading, and shaping necessary to restore the original drainage in the area of work as soon as possible after backfilling. Culverts and other drainage structures removed during the course of work shall be reinstalled. All culverts and other drainage structures damaged by the utility shall be repaired to a condition equal to the original or replaced with new culvert or structures of same size and material.

2) All lawns and parkway areas which w~~h~~ere disturbed during the work, shall be restored to original or better condition. Restored areas shall have at least four~~(4")~~ inches (4") of topsoil, raked smooth, with no stones or debris. A 10-10-10 fertilizer shall be applied at the rate of ten (10) pounds per one thousand (1000) square feet and shall be raked into the top one ~~(1")~~ inch (1") of topsoil. Sod shall be placed in accordance with the Standard Specifications for Road and Bridge Construction: adopted by the State of Illinois, Department of Transportation. Sod shall be staked in areas subject to erosion. After planting, the sod shall be watered thoroughly, and then once a week for a minimum of two (2) weeks.

Sec. 16-22. Maintenance and Emergency Maintenance.

a) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the Village and at the utility's expense.

b) Emergency Maintenance Procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

2) In an emergency, the utility shall, as soon as possible, notify the ~~Village~~ Director of Public Works or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village ~~p~~Police Department shall be notified immediately.

3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

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c) Emergency Repairs. The utility must file in writing with the Village of a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

d) Maintenance Standards.

1) All facilities shall be maintained in good aesthetic and operational condition and so as to be safe, structurally sound, and complete.

2) All ground mounted components shall be kept plumb and solidly mounted.

3) All poles and similar structures shall be kept within ten (10) degrees of vertical and solidly buried or securely anchored to solidly buried bases. All components mounted to poles or similar structures shall be secure and there shall be no free hanging wires or other materials.

4) Any deficiencies shall be repaired immediately upon request of the Village.

e) Placement and Restoration of Temporary Facilities.

1) The utility shall notify the ~~Village~~ Director of Public Works in writing of the placement of any temporary wires or other temporary facilities. Such notification shall include a description of the temporary facility, location(s) employed.

2) No temporary facilities of any kind shall be attached to or suspended from any tree without first obtaining the approval of the Village Forester, and shall only be done so in accordance with his instructions/approval, if granted.

3) Temporary installations/repairs shall be restored to permanent condition, in accordance with this ordinance, at the earliest possible time, and in any event shall be restored immediately upon request of the Village.

Sec. 16-23. Variances.

a) Request for Variance. A utility requesting a variance from one or more of the provisions of this Chapter must do so in writing to the Village Manager or his designee as a part of the permit application. The request shall identify each provision of this Chapter from which a variance is requested and the reasons why a variance should be granted.

b) Authority to Grant Variances. The Village Manager or his designee shall decide whether a variance is authorized for each provision of this Chapter identified in the variance request on an individual basis.

c) Conditions for Granting of Variance. The Village Manager or his designee may authorize a variance only if the utility requesting the variance has demonstrated that:

1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

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d) Additional Conditions for Granting of a Variance. As a condition for authorizing a variance, the Village Manager or his designee may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Chapter but which carry out the purposes of this Chapter.

Sec. 16-24. Penalties.

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Chapter shall be subject to a fine in accordance with the penalty provisions of this Code. There may be times when the Village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this Chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the Village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the Village. Sanctions may be imposed upon a utility who does not pay the costs apportioned to it.

Sec. 16-25. Enforcement.

Nothing in this Chapter shall be construed as limiting any additional or further remedies that the Village may have for enforcement of this Chapter.

Sec. 16-26. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE II. - STREETS, SIDEWALKS, AND RIGHTS-OF-WAY.

Sec. 16-27. Permit required for construction and/or maintenance.

a) It shall be unlawful to perform any construction and/or maintenance on any public street, sidewalk, alley or other public way or right-of-way without having first secured a permit therefor. Applications for such permits shall be made to the ~~Village~~ Director of Public Works, and shall state the location of the intended construction and/or maintenance, the extent thereof, and the person or firm who is to do the actual construction work. Construction and/or maintenance of legally installed landscaping, private fences or other such improvements on private property shall be exempt from this provision. Any person who shall violate any provisions of this Chapter,~~;~~ or who commences any construction and/or maintenance requiring a permit under this Chapter without having first obtained such permit shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense, and shall, at such person's own expense, restore or complete such construction and/or maintenance as directed by, and to the satisfaction of the Village. In a prosecution under this Chapter, each separate instance of disruption of the Right-of-Ways, excavation, or performance of the same without a permit shall constitute a separate offense.

b) It shall be unlawful to construct or lay any pavement on any public street, sidewalk, alley or other public way, or to repair the same without having first secured a permit therefor, which has been approved by the Mayor and Council. Applications for such permits shall be made to the ~~Village~~ Director of Public Works, and shall state the location of the intended pavement or repair, the extent thereof, and the person or firm who is to do the actual construction work.

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Sec. 16-28. Bond - Generally.

Unless otherwise specifically herein modified or waived, each utility, commercial, or industrial applicant shall file a bond in the amount of at least thirty thousand dollars ($30,000.00), with sureties to be approved by the Mayor and Council conditioned to indemnify the Village from any loss or damage resulting from the work undertaken or the manner of doing the same, and to insure the proper completion of the permitted work and performance of the permittee. Utilities which have provided a security fund in accordance with Article I of this Chapter shall be deemed to have met this requirement.

Sec. 16-29. Specifications.

All street and sidewalk pavement and all other public improvements within public ways, including water mains, sewer mains, storm sewers, street lights, parkways, street signs and street trees shall be designed and installed in conformity with the specifications contained in this Code.

Sec. 16-30. Injury to pavements.

It shall be unlawful to walk upon or drive any vehicle or animal upon, or injure any newly laid street, sidewalk or alley pavement while the same is guarded by a warning sign or barricade; or to knowingly injure any street, sidewalk or alley pavement.

Sec. 16-31. Repairs.

All public streets, alley and sidewalk pavements shall be in good repair. Such repair work, whether done by the Village or the abutting owner, shall be under the supervision of the ~~Village~~ Director of Public Works.

Sec. 16-32. Defects.

It shall be the duty of every Village officer or employee becoming cognizant of any defect in any street, alley or sidewalk, or any obstruction thereof, to report the same to the ~~Village~~ Director of Public Works as soon as possible.

Sec. 16-33. Obstructions.

It shall be unlawful for any person to cause, create or maintain any obstruction of any street, alley, sidewalk or other public way, except as may be specifically authorized by ordinance.

Sec. 16-34. Barricades--Required.

Any person laying or repairing any pavement on a street, sidewalk or other public place or making an excavation in the same shall maintain suitable barricades to prevent injury of any person or vehicle by reason of the work; such barricades shall be protected by a light at night time.

Any defect in any such pavement shall be barricaded to prevent injury; and any person properly maintaining any opening or excavation in any such place shall guard such opening or excavation while the same remains open by proper barricades and lights.

Sec. 16-35. Same--Disturbing prohibited.

It shall be unlawful to disturb or interfere with any barricade or lights lawfully placed to protect or mark any new pavement or excavation or opening in any public street, alley or sidewalk.

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Sec. 16-36. Private use prohibited.

It shall be unlawful for any person to use any street, sidewalk or other public place, as space for the display of goods or merchandise for sale; or to write or mark any sign or advertisement on any such pavement.

Sec. 16-37. Encroachments.

It shall be unlawful to erect or maintain any building or structure which encroaches upon any public street or property.

Sec. 16-38. Obstruction of or damage to drains prohibited.

It shall be unlawful to obstruct or damage any drain in any public street, right-of-way or alley.

Sec. 16-39. Permit required for erection of poles and wires.

It shall be unlawful to erect any poles or wires or maintain any poles or wires over any public place, street, alley or other public way without having first secured permission from the Mayor and Council and obtaining a permit as required in this chapter.

Sec. 16-40. Gas pumps prohibited.

It shall be unlawful to maintain or erect any gasoline pump or tank in any public street, alley or sidewalk.

Sec. 16-41. Games prohibited; conditions.

It shall be unlawful to play any games upon any street, alley or sidewalk or other public place, where such games cause unnecessary noise, or interfere with traffic or pedestrians.

Sec. 16-42. Permit required for openings.

It shall be unlawful to construct or maintain any opening or stairway in any public street, sidewalk or alley without approval of the Mayor and Council and a permit as required by this chapter. All such lawfully maintained openings shall be guarded by a suitable strong cover or railing, subject to the approval of the ~~Village~~ Director of Public Works.

Sec. 16-43. Fences; location standards.

It shall be unlawful to maintain or construct any fence composed in whole or in part of barbed wire, or with any similar materials designed to cause injury to persons, or any wire charged with electric current, anywhere within three (3) feet of any public street, alley, sidewalk, park or other public place, if such harmful wire is within seven (7) feet of the ground level; or any wireless fence in such a manner as to include any portion of any public street, alley, sidewalk, park or other public place within the area enclosed by such fence.

Sec. 16-44. Same--On parkways.

It shall be unlawful to erect, construct or maintain any fence, wireless fence, or similar obstructions on any parkway in the village; provided that a temporary fence or other guard may be maintained to protect newly seeded areas with the permission of the ~~Village~~ Director of Public Works.

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Sec. 16-45. Deposits--On streets; standards.

It shall be unlawful to deposit on any street or public right-of-way any material which may be harmful to the pavement or public right-of-way thereof, any dirt, mud, waste material, snow, grass or other articles which ~~may do~~might cause injury, endanger or impede the flow of traffic or limit access to any person, animal or property. Any contractor or property owner having supervision over the activity where such deposits may be generated shall take such steps as necessary to either prevent such deposits from occurring or have on-site the appropriate manpower and equipment needed to remove the deposits as necessary throughout the working day and not only at the end of the day. Any deposit shall be cleaned up within one (1) hour after verbal or written notice by the Village. Failure to do so or repeated violation of this provision shall result in an immediate stop work order of the construction activity that is causing the deposit. Any cleaning performed by the Village because of failure by the contractor or property owner to do so will be billed to that party. (Ord. No. 0-154-08, §1, 11/10/08)

Materials may be deposited in streets preparatory to delivery or use, provided that such deposit does not reduce the usable width of the roadway at that point to less than eighteen (18) feet, and provided that such material, other than material to be used in actual building construction, shall not be permitted to remain in such street for more than three (3) hours.

Any such material shall be guarded by lights if the same remains upon any street after night time.

Cross reference(s)--Deposits of garbage or refuse in streets, etc., prohibited.

Sec. 16-46. Same--On sidewalks.

It shall be unlawful to deposit on any public sidewalk any material which may be harmful to the sidewalk thereof, any dirt, mud, waste material, snow, grass or other articles which might cause injury or limit access to persons, animals or property. (Ord. No. 0-154-08, §2, 11/10/08)

Merchandise or other articles may be deposited on sidewalks preparatory to delivery, provided that the usable width of the sidewalk is not thereby reduced to less than four (4) feet; and provided that no such article shall remain on such walk for more than one-half (1/2) hour.

Sec. 16-47. Removal of snow and ice; immunity from civil damages.

Any person who removes snow or ice from the public sidewalks or streets shall not, as a result of such person's acts or omissions in such removal, be liable for civil damages, except for acts or omissions amounting to willful or wanton misconduct. Nothing herein shall affect liability with respect to the removal of snow or ice from private driveways or from driveways located between a public sidewalk and roadway.

Sec. 16-48. Discharge of sump pumps prohibited.

It shall be unlawful to cause or permit the discharge from sump pumps to flow upon any public streets, alleys, roadways or sidewalks.

Sec. 16-49. Mailboxes on parkway.

(a) Mailboxes shall be permitted in the parkways with the permission of the Director of Community Services. The mailbox shall be set upon pre-treated wood, hollow metal or plastic posts not to exceed six (6) inches in diameter. The supports shall be of adequate strength and size to properly support the mailbox. The use above the surface of the ground of metal posts greater than six (6) inches in diameter, concrete posts or brick structures for support of the mailboxes is prohibited. The mailbox shall be placed so as to comply with the United States Post Office regulations. .(Ord. No. 0-154-08, §3, 11/10/08)

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(b) Any mailbox support which does not conform to the provisions of this section may continue in existence, provided the following conditions are complied with on or before the effective date of Ordinance No. O-29-90 [March 12, 1990], as amended. The owner of the property on which the mailbox is located shall:

(1) Apply to the ~~v~~Village for a nonconforming permit; and
(2) Execute an indemnity agreement indemnifying the ~~v~~Village against any and all claims, losses and damage (including legal fees incurred in the defense of any claims against the ~~v~~Village) arising out of or resulting from said nonconforming support structures; and
(3) Deliver to the ~~v~~Village a general liability insurance policy insuring the ~~v~~Village against any such claims, losses or damage in limits of three hundred thousand dollars ($300,000.00) which policy shall be renewed on an annual basis thereafter.

The Village Manager shall maintain a list identifying all exempt mailboxes under this section.

(c) In the event any such nonconforming mailbox support structure is removed or destroyed, the same shall not be rebuilt. Any replacement shall conform to all provisions of this section.

(d) ~~–~~In the event that a mailbox or support structure is damaged or destroyed as a result of snowplowing operations, ~~–~~the Village's total liability will be limited to the cost of replacing said mailbox and/or support structure with a standard metal mailbox and standard pre-treated wood post support structure. .(Ord. No. 0-154-08, §4, 11/10/08)

Sec. 16-50. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the ~~Village~~ Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-51. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense.

Sec. 16-52. --16-60. Reserved

ARTICLE III. - DRIVEWAYS

Sec. 16-61. Permit required--For construction generally.

Any person desiring to construct, build, establish or alter a residential driveway in the Village shall make application to the Village for a permit. The application shall contain the name and address of the person making the application, the location and dimensions of the proposed driveway, and any other information as may be required by the Village.

A permit shall be issued upon the payment of fees in accordance with the current ~~f~~Fee ~~s~~Schedule ~~s~~Supplement to this Code, provided that the proposed driveway is constructed in conformance to the following limitations and all other applicable requirements of this Article:

(1) Driveway widths measured at the property line shall not exceed twenty five (25) feet in total for all drives.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

(2) Driveways may be flared out at the street except where a driveway crosses a curb line sidewalk. Flared parts of such driveways shall be bounded by circular arcs. The maximum radius of return, shall be seven (7) feet.

(3) Where two or more driveways are to serve a single parcel of land, there shall be an island between the driveways of at least ten (10) feet measured along the sidewalk.

(4) The portion of the driveway which coincides with the public sidewalk shall be of Portland cement concrete, six (6) bag mix, air entrained, with a minimum thickness of five (5) inches.

(5) Driveways connecting to curbed street pavements shall be constructed of either six (6) inches of rock base with a one and one-half (1 1/2) inch bituminous surface, or a five (5) inch thickness of Portland cement concrete.

Sec. 16-62. Same--Non-residential; application; fees; specifications.

Any person desiring to construct, build, establish, or alter a non-residential driveway in the Village shall make application to the Village for a permit. The application shall contain the name of the applicant and the address and dimensions of the proposed driveway, the use to which it is to be devoted and shall state whether in the building thereof, it will be necessary to cut down or otherwise alter a street curb or to elevate or depress the existing grade of the walk or parkway.

No permit shall be issued for the construction or alteration of driveways until plans and specifications therefor have been submitted to and approved by the Village. A copy of such plans and specifications shall be kept on file in the office of the Village.

A permit shall be issued upon the payment of ~~a~~ fees in accordance with the current ~~f~~Fee ~~s~~Schedule ~~s~~Supplement to this Code, provided that the proposed driveway(s) is constructed in conformance with the following limitations and all other applicable requirements of this article:

(1) Driveway width measured at any point on the property line shall not exceed thirty-five (35) feet.

(2) Driveways may be flared out at the street, except where the driveway crosses a curved line sidewalk. Flared parts of such driveways shall be bounded by circular arcs. The minimum radius of return shall be twelve (12) feet.

(3) Where two or more driveways are to serve a single parcel of land, there shall be an island between the driveways of at least ten (10) feet measured along the sidewalk.

(4) Where two (2) or more driveways serve a single parcel of land there may be no more than one two-way driveway, or two (2) one-way driveways for each sixty-five (65) feet or any fraction thereof of frontage along right-of-way lines.

(5) The driveway shall be of Portland cement concrete of a minimum thickness of five (5) inches, and where it adjoins the gutter line, it shall be faced with a raised vertical lip of not less than one and five-eighths (1 5/8) inches which shall be rounded off in finishing.

(6) The portion of the driveway which coincides with the public sidewalks shall be of Portland cement concrete, six (6) bag mix, air entrained, with a minimum thickness of five (5) inches.

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Sec. 16-63. Culverts required in drainage ditches.

No person shall build, replace, alter or maintain a driveway over any drainage ditch unless a culvert is provided at the property owner's expense, adequate to permit the uninterrupted flow of storm water along such ditch. No such culvert shall have a diameter of less than eight (8) inches, and a larger culvert shall be installed where required to permit the adequate flow of storm water. The property owner is responsible for maintenance and~~or~~ replacement of the driveway culvert. In the event that excess stormwater runoff is diverted onto a public street or sidewalk or the proper flow within a drainage ditch is being obstructed due to the condition of the culvert, the property owner shall be given written notice and be required to bring the driveway culvert into compliance.

Sec. 16-64. General regulations.

(a) It shall be unlawful for any person to alter or obstruct established or prescribed gutters or drainage ditches.

(b) It shall be necessary for the owner or occupant of adjacent property to keep the gutter abutting a private driveway free from foreign material or objects.

(c) It shall be unlawful to use driveways for parking areas.

(d) It shall be the duty of the person maintaining any such driveway to keep the same free from snow and ice or any obstruction, and to keep the same in good repair where the same crosses a public walk.

Sec. 16-65. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the ~~Village~~ Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-66. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense.

16-67--16-70 Reserved.

ARTICLE IV. EXCAVATIONS

Sec. 16-71. Permit required.

It shall be unlawful for any person, firm or corporation, to tunnel under or to make any excavation in any street, alley or other public place in the Village without having obtained a permit as is herein required, or without complying with the provisions of this Chapter or in violation of or variance from the terms of any such permit.

Sec. 16-72. Application.

Application for an excavation permit shall be made to the ~~Village~~ Director of Public Works, and shall describe the location of the intended excavation or tunnel, the size thereof, the purpose therefor, and the person doing the actual excavating work, and the name of the person for whom or which the work is being done, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done.

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Sec. 16-73. Fees.

The fees for an excavation permit shall be in accordance with the current ~~f~~Fee ~~s~~Schedule ~~s~~Supplement to this Code.

Sec. 16-74. Barricades and lights required.

Any person making or maintaining any excavation in any street~~,~~ ~~or~~ alley or public way shall keep the same adequately guarded by barricades and lights to protect persons and property from injury.

Sec. 16-75. Standards.

It shall be unlawful to make any such excavation or tunnel in any way contrary to or a variance with the terms of the permit therefor. Proper bracing shall be maintained to prevent the collapse of adjoining ground; and in excavations, the excavation shall not have anywhere below the surface any portion which extends beyond the opening at the surface.

No injury shall be done to any pipes, cables or conduits in the making of such excavations or tunnels; and notice shall be given to the persons maintaining any such pipes, cables, or conduits or to the Village department or officer charged with the care thereof, which are or may be endangered or affected by the making of any such excavation or tunnel before such pipes, cables or conduits shall be disturbed.

No unnecessary damage or injury shall be done to any tree or shrub or the roots thereof. Excavations shall be done in accordance with all applicable provisions of this Chapter with respect to trees.

Sec. 16-76. Temporary sidewalks required when access blocked.

If any public sidewalk is blocked by any such work a temporary sidewalk shall be constructed or provided which shall be safe for travel and convenient for users.

Sec. 16-77. Time limit.

Each application for a permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground, or until the refill is made ready for the pavement to be put on by the ~~v~~Village if the ~~v~~Village restores such surface pavement. It shall be unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the ~~Village~~ Director of Public Works.

Sec. 16-78. Restoring surface.

Any person making any excavation or tunnel in or under any public street, alley, or public place in the ~~v~~Village shall restore the surface thereof to its original condition if there is no pavement there. Refills shall be properly tamped down, and any bracing in such tunnel or excavation shall be left in the ground.

Any opening in a paved or improved portion of a street shall be repaired and the surface relaid by the applicant, in compliance with the ordinances and subject to the supervision of the ~~Village~~ Director of Public Works; and if such work is not done within ten (10) days after restoration is possible, the Village may restore the surface and charge the cost thereof to the permittee.

Sec. 16-79. Supervision.

The ~~Village~~ Director of Public Works shall, from time to time, inspect all excavations and tunnels being made in or under any public street, alley or other public place in the Village to see to the enforcement of the provisions of this article. Notice shall be given to him at least ten (10) hours before the work of refilling any such excavation or tunnel~~,~~ commences.

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Sec. 16-80. Exemptions.

The provisions of this article relative to securing permits shall not apply to officers or employees of the Village engaged in doing work for the ~~v~~Village, nor to persons or corporations doing work for the Village under contract, nor to persons or corporations which are operating under a franchise, license, agreement or grant from the Village if such franchise, license, agreement or grant provides for the making of excavations and tunnels without securing a permit therefor. Utilities permitted under Article I of this Chapter shall be exempt from this Article to the extent required by law.

Sec. 16-81. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the ~~Village~~ Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-82. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense.

Secs. 16-83--16-85 Reserved.

ARTICLE V. SUB-SIDEWALK SPACE

Sec. 16-86. Permit required.

It shall be unlawful to use any vault, space, room or structure under any street or sidewalk in the Village, where the Village owns the fee or has the power to control the use of such space, without having first secured a permit therefor as is herein required. The permit shall be issued by the Village Clerk and shall be approved by the Mayor and Council. No such permit shall be transferred excepting in accordance with the provisions of this article. Utilities permitted under Article I of this Chapter shall be exempt from this Article to the extent required by law.

Sec. 16-87. Applications.

Applications for a permit to use or maintain a vault, space, room or structure under any street or sidewalk in the Village shall be made in writing to the Village Clerk, and shall state thereon specifically the size of the space intended to be used or maintained, and the purpose for which it is to be used. Each application shall contain an agreement by the applicant to abide by the regulations contained in this article.

Sec. 16-88. Bond.

Each applicant shall file with the application a bond in the sum of fifty thousand dollars ($50,000.00), with surety approved by the Mayor and Council conditioned to save the Village harmless from any liability resulting from or caused by such vault, room or structure. Whenever in the opinion of the Mayor and Council, the sureties on such bond become insolvent or unlawful, different sureties may be required by order of the Mayor and Council. Utilities which have provided a security fund in accordance with Article I of this Chapter shall be deemed to have met this requirement.

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Sec. 16-89. Conveyance of premises.

Whenever any premises abutting on any such vault, room or structure for which a permit has been issued shall be conveyed or whenever the interest or lease or right of occupancy of the person holding the permit shall be transferred or conveyed, the grantee or transferee must make application for a transfer of the permit to him or it, and must furnish a bond as is required in the preceding section. A fee of five dollars ($5.00) shall be required for such transfer, and upon the payment of the fee and the full compliance with the contents thereof a new permit shall be issued.

Sec. 16-90. Openings.

All openings through the sidewalk or street into any such vault, space, room or structure shall be kept covered and guarded. If the opening is a man hole or trap door an adequate, strong metal cover must be provided and must be equipped with a rough surface so that there will be no danger of any pedestrian slipping on it. If a stairway is provided, the stairway must be properly guarded with a railing at least three (3) feet high to protect pedestrians from injury.

Sec. 16-91. Fee.

The annual fee to be paid for such permits shall be twenty dollars ($20.00) for each four thousand (4,000) cubic feet or fraction thereof included in the vault, room, space or structure used or maintained under the permit.

Sec. 16-92. Compliance with article required.

Any person using or maintaining any such vault, space, room or structure subject to the provisions of this article shall comply with the provisions of this article.

The Council may authorize the ~~Village~~ Director of Public Works to close up any vault, space, room or structure for which no permit has been obtained.

Sec. 16-93. Limitations on use.

No vault, space, room or structure shall be used for the storage of explosives or hazardous or flammable materials; nor shall a cesspool be located therein.

Sec. 16-94. Construction.

Sub-sidewalk vaults, rooms, spaces or structures shall be firmly constructed so as to support the sidewalk or street over it or them, with the maximum load which the sidewalk or street will carry, with a margin of safety of fifty per cent (50%) over its maximum load or weight.

The ~~Village~~ Director of Public Works shall inspect all such rooms, spaces, vaults, or structures to see to the enforcement of the provisions of this section.

Sec. 16-95. Maintenance standards.

The surface of the sidewalk over any such structure shall be kept free of snow and ice, and free from all dirt and obstruction of any kind, by the person holding the permit, and the permittee shall keep the sidewalk over such structure in good repair.

Sec. 16-96. Revocation of permits.

Any permit issued under the provisions of this article may be revoked by order of the Mayor and Council for a violation of any of the provisions of this article.

Sec. 16-97--16-100. Reserved.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

ARTICLE VI. TREES AND SHRUBS

Sec. 16-101. Intent and Purpose.

The intent of this chapter is through the preservation, protection, and planting of trees, to: aid in the stabilization of soil by the prevention of erosion and sedimentation, reduce storm water runoff and the costs associated therewith and replenish ground water supplies, aid in the removal of carbon dioxide and generation of oxygen in the atmosphere, provide a buffer and screen against noise pollution, provide protection against severe weather, aid in the control of drainage and restoration of denuded soil subsequent to construction or grading, provide a haven for birds which in turn assist in the control of insects, protect and increases property values, conserve and enhance the Village's physical and aesthetic environment, and generally protect and enhance the quality of life and the general welfare of the Village.

Sec. 16-102. Applicability.

This ordinance provides full power and authority over all trees, plants, and shrubs located within street rights-of-way and public places of the Village, and to trees, plants, and shrubs located on private property which constitute a hazard or threat as described herein.

Sec. 16-103. License Required.

It shall be unlawful for any person to plant, remove, trim, spray or otherwise treat trees for compensation in any parkway or other public place within the Village unless such personnel shall be: licensed/certified as provided for by the State of Illinois Department of Agriculture~~,~~ or the Illinois Arborist Association, ~~and/or Illinois Nursery Association~~ and be regularly engaged in the business of planting, removing, trimming, spraying, or otherwise treating trees. ~~Contractors hired for such work will adhere to standards set forth by ANSI Z.60.1, ANSI A300 or reference the Deciduous Parkway Tree Specifications given by the Village.~~ It shall be unlawful for any person to plant, remove, trim, spray, or otherwise treat trees for compensation in any parkway or other public place within the Village without first having obtained a license so to do.

~~**Sec. 16-125. Permit Required for Each Job/Yearly Activity.**~~

~~It shall be unlawful for any person, even though he shall be licensed as otherwise provided in this chapter, to plant, remove, trim, spray, or otherwise treat any tree in any street, parkway, or other public place within the Village unless such person shall first apply for and obtain from the Village Director of Public Works a permit for each job or activity of planting, removing, trimming, spraying, or otherwise treating trees to be undertaken by such person. Such permit shall contain a detailed statement of the nature of the work proposed and permitted to be done upon such trees; and it shall be unlawful for such person acting under such permit to violate any of the provisions of such permit. Such permit shall be issued only to a person duly licensed as provided in this Chapter, and a copy of the approved permit and license shall be kept on the job site while any and work is being performed. Failure to have the same will result in work being stopped, and other measures as the Village may deem appropriate.~~

~~**Sec. 16-126. Issuance or Denial of Permit.**~~

~~Upon filing of an application for a permit to plant or remove trees, the Village Director of Public Works shall investigate the location described in said application and all pertinent facts pertaining thereto. If in the opinion of the Village Director of Public Works said trees should be planted, removed, or destroyed, he shall issue said permit. However, if in the opinion of the Village Director of Public Works the application for a permit should not be issued, the application shall be denied and the reasons for denial shall be given to the applicant.~~

Sec. 16-104. License Fee/Application/Insurance Required.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

The annual fee for a license required by this Article shall be in accordance with the current ~~f~~Fee ~~s~~Schedule ~~s~~Supplement to this Code and application shall be made in compliance with the general provisions of this Code relating to licenses and permits. No license shall be issued unless the applicant files a license with the ~~Village~~ Director of Public Works, including a condition~~,~~ indemnifying the Village and hold it harmless against any claim for injury or damages caused by the tree trimming, spraying, or removal. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-105. Bond Prerequisite to Issuance.

No license shall be issued under the provisions of this Section unless the applicant has provided a bond or acceptable license in accordance with Article II of this Chapter. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-106. License Revocation.

Any license issued under the provisions of this ~~division~~ Article may be revoked for repeated violations of any of the provisions thereof, or of any other ordinance relating to the work done.

Sec. 16-125. Permit Required for Each Job/Yearly Activity.

It shall be unlawful for any person, even though he shall be licensed as otherwise provided in this chapter, to plant, remove, trim, spray, or otherwise treat any tree in any street, parkway, or other public place within the Village unless such person shall first apply for and obtain from the Director of Public Works a permit for each job or activity of planting, removing, trimming, spraying, or otherwise treating trees to be undertaken by such person. Such permit shall contain a detailed statement of the nature of the work proposed and permitted to be done upon such trees; and it shall be unlawful for such person acting under such permit to violate any of the provisions of such permit. Such permit shall be issued only to a person duly licensed as provided in this Chapter, and a copy of the approved permit and license shall be kept on the job site while any work is being performed. Failure to have the same will result in work being stopped, and other measures as the Village may deem appropriate.

Sec. 16-126. Issuance or Denial of Permit.

Upon filing of an application for a permit to plant, remove, trim, spray, or otherwise treat trees, the Director of Public Works shall investigate the location described in said application and all pertinent facts pertaining thereto. If in the opinion of the Director of Public Works said trees should be planted, removed, trimmed, sprayed, treated, or destroyed, he shall issue said permit. However, if in the opinion of the Director of Public Works the application for a permit should not be issued, the application shall be denied and the reasons for denial shall be given to the applicant.

Sec. 16-107. Authority to Plant.

The Village shall have the exclusive right to plant, maintain, and control all trees, shrubs, and plants planted or to be planted on public highway and municipal property unless written authority is otherwise granted from the ~~Village~~ Director of Public Works.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-108. Planting.

It is unlawful for any person to plant any tree, shrub, or plant upon any public highway, right-of-way or municipal property until he has secured a written permit from the ~~Village~~ Director of Public Works. The application for such permit shall designate the location, species, and approximate size of the tree, plant or shrub to be planted and the method proposed to be followed. It shall be the duty of the ~~Village~~ Director of Public Works ~~or his representative~~ to remove or cause to be removed all trees, shrubs, or plants planted in a public highway, right-of-way or municipal property when such removal is beneficial to the peace, health, or safety of the public or where such tree, shrub, or plant is detrimental to the growth of adjacent trees, shrubs, or plants.

Sec. 16-109. Parkway Tree Selection.

Trees to be planted in parkways and other public ways shall be selected from a list of acceptable trees on file with the ~~Village~~ Director of Public Works.

Sec. 16-110. Incorporation of Horticultural Standards.

The horticultural standards contained in the Village Code of Ordinances Appendix B ~~,~~ Subdivisions, Site Development and Floodplain Regulations ~~, of the Municipal Code of Palatine~~ are herein incorporated as a part of this Chapter. Persons licensed for such work in this Article shall adhere to the American Standard for Nursery Stock (ANSI Z60.1), tree care management standards (ANSI A300), and the Village's Deciduous Parkway Tree Specifications, which are herein incorporated as a part of this Chapter.

Sec. 16-111. Removal of Trees.

It shall be unlawful to remove or cut down any tree in any street, parkway, or other public place without having first secured a permit therefor. Applications for such permits shall be made to the ~~Village~~ Director of Public Works for approval before permission shall be granted. If space permits, trees ~~will~~ shall be replaced on a one-for-one basis.

Sec. 16-112. Injury to Trees and Plants.

No person shall damage, cut, carve, transplant, or remove any tree or plant or injure the bark, pick the flowers or seeds of any tree or plant; attach any rope, wire or other contrivance to any tree or plant; dig in or otherwise disturb grass areas; or in any other way injure or impair the natural beauty or usefulness of any area, tree, or plants in the parkways or in public places within the ~~Municipality~~ Village nor shall any person allow any gaseous, liquid, or solid substance which is harmful to such trees and plants to come into contact with them.

Sec. 16-113. Tree Topping.

It shall be unlawful as a normal practice for any person or firm or utility to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the ~~Village~~ Director of Public Works.

Sec. 16-114. Dangerous Trees.

Any tree or shrub which overhangs any sidewalk, roadway, or other adjoining property in such a way as to impede or interfere with traffic or travel on such public place shall be trimmed by the owner of the abutting premises on which such tree or shrub grows so that the obstruction shall cease within ten (10) days' notice from the Director of Public Works served by mail upon the owner or person in possession or control of such property. Any tree or limb of a tree which has become likely to fall upon or across any public or private place shall be removed by the owner of the premises on which such tree grows within ten (10) days' notice

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

from the Director of Public Works served by mail upon the owner or person in possession or control of such property. (Ord. No. 0-153-12, §1, 11/19/12)

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-115. Removal of Dead Trees and Limbs.

Any owner or person in possession or control of any private property shall remove any dead, dying, or dangerous trees or dead, dying, or dangerous ~~-~~limbs dangerous to life, limbs, or property located upon the premises of such owner within thirty (30) days~~'~~ ~~of~~ notice from the ~~Village~~ Director of Public Works served by mail upon the owner or person in possession or control of such property. (Ord. No. 0-153-12, §1, 11/19/12)

Sec. 16-116. Obstruction to Trees.

(a) Advertisement or Notices: It shall be unlawful to attach any sign, advertisement, or notice to any public tree in any street, parkway, or other public place.

(b) Wires: It shall be unlawful to attach any wire or rope or other foreign object to any public tree without permission of the ~~Village~~ Director of Public Works.

(c) Any person or company given the right to maintain poles and wires in the streets, alleys, or other public places in the Village shall, in the absence of provision in a franchise agreement concerning the subject, keep such wires and poles free from and away from any trees in such places so far as may be possible and shall keep all such trees properly trimmed and subject to the supervision of the ~~Village~~ Director of Public Works so that no injury shall be done to the poles or wires and trees by contact.

Sec. 16-117. Protection of Public Trees.

(a) All trees on any street or other publicly owned property near any excavation or construction of any building, structure, or street work shall be guarded with a good substantial fence, frame, or box not less than four (4) feet high and eight (8) feet square, or at a distance in feet from the tree equal to the caliper of the trunk in inches, whichever is greater, and all building material, dirt, or other debris shall be kept outside the barrier.

(b) No person shall excavate any ditches, tunnels, trenches, or lay any drive within a radius of fifteen (15) feet from any public tree; nor shall any person trim, treat chemically or ~~otherwise,~~ spray, or otherwise affect any public tree without first obtaining a written permit from the Director of Public Works.

(c) No person shall deposit, place, store, or maintain upon any public place ~~of the municipality~~, any stone, brick, sand, concrete, or other material which may impede the free passage of water, air, and fertilizer to the roots of any tree growing therein, except by written permit from the Director of Public Works.

Sec. 16-118. Right to Inspect.

The officers, agents, servants, and employees of the Village are hereby authorized and directed, for cause, to enter on and upon private property whereon there is located any trees or limbs suspected of being dead, dying, or dangerous for the purpose of inspection, or any vegetation having the appearance of or suspected of being diseased or infested with insects for the purpose of inspecting said suspected vegetation and removing therefrom samples or portions thereof to be tested to establish whether said vegetation is in fact diseased or infested.

Sec. 16-119. Diseased or Infested Vegetation Declared Nuisance.

In the event that it is determined that the trees and shrubs from which samples have been taken in fact have a transmittable disease or are infested with insects, said trees and shrubs shall be and is hereby declared to be a nuisance.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

Sec. 16-120. Duty of Owner, Occupant to Abate.

The owner, occupant, or agent of the parcel of land on which diseased or infested trees and shrubs exist shall forthwith treat or remove and destroy said diseased or infested trees and shrubs or shall cause the same to be removed and destroyed within ten (10) days' ~~of~~ notification to such owner, occupant, or agent that said trees and shrubs are in fact diseased and infested.

Sec. 16-121. Abatement by Village.

In all cases where the owner, occupant, or agent of the parcel of land on which said dead, dying, or dangerous trees or limbs or diseased or infested trees and shrubs are located cannot be found or if found and notified as aforesaid neglects or refuses to abate said nuisance, it shall be lawful for the Village to abate the same by the trimming, removal ~~and~~ or destruction of said trees, limbs or vegetation and in that event the said owner, occupant, and agent or any of them shall be charged with those expenses which may be incurred by the Village in the removal or abatement of the trees and shrubs as aforesaid which expense shall be collected by the Village by suit or otherwise in addition to the fine or penalty provided.

Sec. 16-122. Visual Obstruction of Intersection.

Every owner or person in control of any tree, shrub, or plant growing on private property shall trim the same in order that they shall not obstruct the view of motorists, cyclists, and/or pedestrians at street intersections. Specifically such trees, shrubs, or plants shall in every case conform to the following restrictions: With a radius of twenty (20) feet from the corner point of the lot nearest the street intersection, no planted vegetation shall exceed the height of thirty-six (36) inches above the top of the curb except for trees in which case the lowest limb must be at least five (5) feet above the top of the curb or three (3) feet above the top of corner-planted shrubs, whichever is higher. This section shall not apply to trees with a diameter at one (1) foot above ground level of three (3) inches or less provided that not more than two (2) such trees exist in the regulated corner area.

Any person who fails to comply with the provisions of this section within ten (10) days after written notice from the ~~Village~~ Director of Public Works of the particular things to be done under this section shall be subject to the penalties provided in this chapter.

Sec. 16-123. Enforcement.

The ~~Village~~ Director of Public Works ~~or his representative~~ is charged with the enforcement of this chapter and to that end may enter upon private property at all reasonable hours for the purpose of inspecting trees, shrubs, and plants. He may remove such specimens as are required for purpose of analysis to determine whether or not the same are diseased or infected.

No person shall hinder, prevent, or interfere with the agents, servants, or employees of the Village while engaged in carrying out the provisions of this chapter.

Sec. 16-124. Removal of Public Nuisance.

The ~~Village~~ Director of Public Works ~~of his representative~~ shall give to the owner of the premises where a nuisance as described in this chapter is found a written notice of the existence of such nuisance which may require the removal or treatment of such nuisance within ten (10) days following the notice such removal to be done under the direction of the ~~Village~~ Director of Public Works ~~or his representative~~. The notice may further state that unless the nuisance is removed in compliance with the terms thereof within said ten (10) ~~-~~ day period, the ~~Village~~ Director of Public Works may proceed to remove the same and assess the cost thereof against the property owner. Service of the notice may be by personal service or by ~~registered~~ certified mail to the property address. In the event the owner does not live on the premises, notice may be sent by ordinary mail to the last known address of the owner.

Attachment: Exhibit B Chapter 16 Amendments (Chapter 16 - Rights-of-Way Code Amendments)

~~**Sec. 16-125. Permit Required for Each Job/Yearly Activity.**~~

~~It shall be unlawful for any person, even though he shall be licensed as other wise provided in this chapter, to plant, remove, trim, spray, or otherwise treat any tree in any street, parkway, or other public place within the Village unless such person shall first apply for and obtain from the Village Director of Public Works a permit for each job or activity of planting, removing, trimming, spraying, or otherwise treating trees to be undertaken by such person. Such permit shall contain a detailed statement of the nature of the work proposed and permitted to be done upon such trees; and it shall be unlawful for such person acting under such permit to violate any of the provisions of such permit. Such permit shall be issued only to a person duly licensed as provided in this Chapter, and a copy of the approved permit and license shall be kept on the job site while any and work is being performed. Failure to have the same will result in work being stopped, and other measures as the Village may deem appropriate.~~

~~**Sec. 16-126. Issuance or Denial of Permit.**~~

~~Upon filing of an application for a permit to plant or remove trees, the Village Director of Public Works shall investigate the location described in said application and all pertinent facts pertaining thereto. If in the opinion of the Village Director of Public Works said trees should be planted, removed, or destroyed, he shall issue said permit. However, if in the opinion of the Village Director of Public Works the application for a permit should not be issued, the application shall be denied and the reasons for denial shall be given to the applicant.~~

Sec. 16-127. Appeal.

Any person adversely affected by a decision in the enforcement or interpretation of any terms or provisions of this article by the ~~Village~~ Director of Public Works may appeal such decision to the Village Manager.

Sec. 16-128. Penalty.

Any person who shall violate any provisions of this article shall be subject upon conviction in a court of competent jurisdiction to a fine not less than twenty-five dollars ($25.00) nor more than seven hundred fifty dollars ($750.00) per offense. In a prosecution under this article, each tree removed, damaged, or destroyed will constitute a separate offense.

Sec. 16-129. Utility Companies.

All utility companies or their designated contractors shall give the ~~Village~~ Director of Public Works ~~or his representative~~ seven (7) days notification before engaging in any line clearing, tree trimming, or tree removal activity. The ~~Village~~ Director of Public Works ~~or his representative~~ will approve the time, place and manner of performing any tree or shrub related work. All utility companies or their contractors will follow all proper arbor cultural practices on all trees within the limits of the Village of Palatine.
(Ord.No.0-109-99, §7 & 8; 8/9/99)

Consider a Motion to Approve 2024 Warrant #6

Village of Palatine
Warrant approval

_____
Village Clerk

_____
Mayor

Warrant # 6 having been approved by the Village Council on 03/18/2024 authorizes the Treasurer to deposit funds from the accounts indicated below:

		Check/ACH Disbursements	Electronic (EFT/W-T) Disbursements	Manual/Reissue Checks	UB Refunds Processed	Fund Expense
General Fund	100	178,414.84	20,809.46	-	-	199,224.30
Downtown TIF Fund	233	2,430.00	-	-	-	2,430.00
Rand Corridor TIF Fund	234	37,455.66	-	-	-	37,455.66
Opioid Settlement Fund	257	1,187.96	-	-	-	1,187.96
Capital Equipment Fund	401	63,764.41	-	-	-	63,764.41
Capital Improvements Fund	402	66,310.23	-	-	-	66,310.23
Water Fund	605	522,938.73	3,062.87	55,000.00	-	581,001.60
Sewer Fund	610	48,213.20	596.93	-	-	48,810.13
Refuse Fund	615	117,110.35	269,664.68	-	-	386,775.03
Parking Fund	620	9,330.92	261.22	-	-	9,592.14
Fleet Services Fund	710	41,899.58	5,858.56	-	-	47,758.14
Total Report		**1,089,055.88**	**300,253.72**	**55,000.00**	**-**	**1,444,309.60**

ATTACHMENTS:

- Warrant #6

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

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **1633 - 3M Company**									
9427312098	Sign Materials	Open		02/20/2024	03/21/2024	02/28/2024			2,197.81
			Vendor **1633 - 3M Company** Totals			Invoices	1		$2,197.81
Vendor **2558 - A Lamp Concrete Contractors Inc**									
17640	Smith Street Bike Path Connection DPW-2219	Open		02/09/2024	03/15/2024	03/12/2024			22,315.81
			Vendor **2558 - A Lamp Concrete Contractors Inc** Totals			Invoices	1		$22,315.81
Vendor **4853 - Advance Auto Parts**									
2376-1214728	Parts - T-485	Open		02/16/2024	03/17/2024	03/11/2024			19.24
2376-1214732	Parts - T-485	Open		02/16/2024	03/17/2024	03/11/2024			19.24
2376-1215584	Parts - C-364	Open		02/21/2024	03/22/2024	02/26/2024			36.97
2376-1215093	Parts - C-364	Open		02/23/2024	03/24/2024	03/11/2024			11.95
2376-1216039	Parts - E-615	Open		02/23/2024	03/24/2024	03/11/2024			6.75
2376-1216511	Parts - STOCK	Open		02/27/2024	03/28/2024	03/11/2024			15.02
2376-1216782	Parts - STOCK	Open		02/28/2024	03/29/2024	03/11/2024			339.52
2376-1217200	Parts - STOCK	Open		03/01/2024	03/31/2024	03/11/2024			22.39
2376-1217225	Parts - STOCK	Open		03/01/2024	03/31/2024	03/11/2024			27.29
			Vendor **4853 - Advance Auto Parts** Totals			Invoices	9		$498.37
Vendor **3030 - Advanced Automation & Control**									
24-4341	SCADA Troubleshooting - Kasuba LS & PLC Modifications	Open		02/20/2024	03/21/2024	02/22/2024			600.00
			Vendor **3030 - Advanced Automation & Control** Totals			Invoices	1		$600.00
Vendor **2821 - Ahead of Our Time Publishing**									
16908	2024-2025 Subscription	Open		03/08/2024	04/01/2024	03/13/2024			500.00
			Vendor **2821 - Ahead of Our Time Publishing** Totals			Invoices	1		$500.00
Vendor **3060 - Allegra Print & Imaging**									
102912	#10 Window Envelopes	Open		03/01/2024	03/31/2024	03/07/2024			285.94
102906	PPD Envelopes (Window & Regular)	Open		02/29/2024	03/29/2024	03/07/2024			1,054.33
102835	1,000 - 10# Regular Envelopes	Open		02/20/2024	03/21/2024	02/26/2024			111.98
			Vendor **3060 - Allegra Print & Imaging** Totals			Invoices	3		$1,452.25
Vendor **2496 - Altorfer Industries, Inc**									
P54C0164013	Lubricants and Additives - Stock	Open		02/21/2024	03/22/2024	02/28/2024			543.65
P54C0164082	Parts - E-603	Open		02/28/2024	03/29/2024	03/07/2024			57.82
P54C0164083	Parts - E-603	Open		02/28/2024	03/29/2024	03/07/2024			47.89
P54C0164107	Parts - E-221	Open		03/01/2024	03/31/2024	03/07/2024			91.35

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **2496 - Altorfer Industries, Inc** Totals				Invoices	4		$740.71
Vendor **5404 - ApplicantPro**									
265653	2024 Applicant Tracking Contract	Open		02/05/2024	02/20/2024	03/05/2024			1,272.00
266949	2024 Applicant Tracking Contract	Open		02/17/2024	02/29/2024	03/05/2024			1,272.00
		Vendor **5404 - ApplicantPro** Totals				Invoices	2		$2,544.00
Vendor **5021 - Arlington Heights Ford LLC**									
131015H	Parts - C-364	Open		02/21/2024	03/21/2024	02/28/2024			38.87
172803	Repairs - C-364	Open		02/29/2024	03/30/2024	03/07/2024			1,000.00
132099H	Parts - C-364	Open		03/01/2024	03/31/2024	03/07/2024			43.46
		Vendor **5021 - Arlington Heights Ford LLC** Totals				Invoices	3		$1,082.33
Vendor **1443 - Arlington Power Equipment**									
182796	Parts - PT-181	Open		02/02/2024	03/03/2024	03/07/2024			22.34
182991	Parts - PT-181	Open		02/06/2024	03/07/2024	03/07/2024			53.34
183499	Parts - PT-60	Open		02/13/2024	03/14/2024	03/07/2024			42.20
184470	Parts - PT-999	Open		02/27/2024	03/28/2024	03/07/2024			104.95
184472	Parts - PT-999	Open		02/27/2024	03/28/2024	03/07/2024			347.89
		Vendor **1443 - Arlington Power Equipment** Totals				Invoices	5		$570.72
Vendor **2744 - Avalon Petroleum Company**									
009408	Motor Fuel	Open		02/14/2024	03/15/2024	03/07/2024			19,285.00
		Vendor **2744 - Avalon Petroleum Company** Totals				Invoices	1		$19,285.00
Vendor **3133 - Matthew J Banach**									
PWCDLMB030624	CDL Renewal Reimbursement	Open		03/06/2024	03/20/2024	03/12/2024			60.00
		Vendor **3133 - Matthew J Banach** Totals				Invoices	1		$60.00
Vendor **1155 - Best Technology Systems Inc**									
BTL-23095	Range Cleaning & Filter Replacement	Open		02/12/2024	03/13/2024	03/07/2024			5,635.00
		Vendor **1155 - Best Technology Systems Inc** Totals				Invoices	1		$5,635.00
Vendor **1101 - Beverly Materials LLC**									
301335	Wash Stone-WMB Restoration Repair	Open		02/24/2024	03/25/2024	03/11/2024			1,477.08
301525	Wash Stone-WMB Restoration Repair	Open		02/29/2024	03/30/2024	03/11/2024			786.56
		Vendor **1101 - Beverly Materials LLC** Totals				Invoices	2		$2,263.64
Vendor **1722 - BLA, Inc**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
23180-10	Palatine and Rohlwing Improvements Phase I Engineering Services	Open		02/01/2024	03/15/2024	02/29/2024			4,111.36
			Vendor **1722 - BLA, Inc** Totals			Invoices	1		$4,111.36
Vendor **1235 - Bonnell Industries Inc**									
0215067-IN	Parts - Stock	Open		02/27/2024	03/28/2024	03/07/2024			5,076.06
			Vendor **1235 - Bonnell Industries Inc** Totals			Invoices	1		$5,076.06
Vendor **1492 - Bound Tree Medical LLC**									
85220304	ECG Prep Shaver	Open		02/01/2024	03/01/2024	03/06/2024			296.99
85238448	ECG Prep Shaver	Open		02/01/2024	03/01/2024	03/06/2024			890.97
			Vendor **1492 - Bound Tree Medical LLC** Totals			Invoices	2		$1,187.96
Vendor **1857 - Brian Edward Landscaping Inc**									
25042	2024 Snow and Ice Control-Train Station and Parking Deck	Open		02/26/2024	03/27/2024	03/08/2024			653.25
			Vendor **1857 - Brian Edward Landscaping Inc** Totals			Invoices	1		$653.25
Vendor **2243 - Bristol Hose & Fitting**									
3539195	Parts - Stock	Open		02/29/2024	03/30/2024	03/07/2024			277.40
			Vendor **2243 - Bristol Hose & Fitting** Totals			Invoices	1		$277.40
Vendor **4850 - Builders Asphalt, Llc**									
133024	UPM Cold Patch	Open		02/29/2024	03/30/2024	03/12/2024			2,234.10
			Vendor **4850 - Builders Asphalt, Llc** Totals			Invoices	1		$2,234.10
Vendor **4299 - Marc J Campise**									
2024-00000208	CRR Conference (TN)	Open		03/13/2024	03/13/2024	03/13/2024			1,277.47
			Vendor **4299 - Marc J Campise** Totals			Invoices	1		$1,277.47
Vendor **2774 - Cargill Inc-Salt Division**									
2909238734	2024 Rock Salt	Open		02/23/2024	03/24/2024	03/08/2024			1,921.62
2909246973	2024 Rock Salt	Open		02/26/2024	03/27/2024	03/08/2024			13,820.01
2909251996	2024 Rock Salt	Open		02/27/2024	03/28/2024	03/08/2024			15,695.62
			Vendor **2774 - Cargill Inc-Salt Division** Totals			Invoices	3		$31,437.25
Vendor **5218 - Casey Automotive**									
30553676	Repairs & Maintenance -C-367	Open		02/22/2024	03/23/2024	02/28/2024			39.95
30553705	Parts - T-484	Open		02/23/2024	03/24/2024	03/07/2024			651.28
30553798	Parts - T-509	Open		02/26/2024	03/27/2024	03/07/2024			91.93
			Vendor **5218 - Casey Automotive** Totals			Invoices	3		$783.16
Vendor **1576 - CC Cartage Excavating**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9994	Hauling of Smith Street Staging Pile	Open		02/22/2024	03/23/2024	02/28/2024			11,000.00
			Vendor **1576 - CC Cartage Excavating** Totals			Invoices	1		$11,000.00
Vendor **2555 - Chicago Parts & Sound**									
1CR0074044	Credit Memo	Open		02/26/2024	03/28/2024	03/07/2024			(22.00)
1-0420952	Parts - T-437	Open		02/27/2024	03/28/2024	03/07/2024			401.11
1-0421383	Parts - Stock	Open		02/28/2024	03/29/2024	03/07/2024			272.16
1CR0074183	Credit Memo	Open		02/29/2024	03/29/2024	03/07/2024			(75.00)
			Vendor **2555 - Chicago Parts & Sound** Totals			Invoices	4		$576.27
Vendor **4343 - Christopher B. Burke Engineering Ltd**									
190282	Pepper Tree Lift Station Abandonment Design Engineering	Open		03/01/2024	03/31/2024	03/12/2024			24,505.00
			Vendor **4343 - Christopher B. Burke Engineering Ltd** Totals			Invoices	1		$24,505.00
Vendor **3050 - Cintas #22**									
4180206993	Village Hall Carpets	Open		01/15/2024	03/01/2024	03/12/2024			147.13
4184390818	CSF Carpets	Open		02/23/2024	03/24/2024	02/26/2024			155.94
4184390827	Shop Rags	Open		02/23/2024	03/24/2024	02/26/2024			17.60
4184390997	Uniform Cleaning	Open		02/23/2024	03/24/2024	02/26/2024			139.50
4184539036	VH Carpets	Open		02/26/2024	03/27/2024	02/26/2024			151.84
4185119005	Shop Rags	Open		03/01/2024	03/31/2024	03/12/2024			17.60
4185119058	Uniform Cleaning	Open		03/01/2024	03/31/2024	03/12/2024			142.53
			Vendor **3050 - Cintas #22** Totals			Invoices	7		$772.14
Vendor **4199 - Clark Baird Smith LLP**									
17985	2024 Services Legal	Open		02/29/2024	03/06/2024	03/06/2024			1,728.75
			Vendor **4199 - Clark Baird Smith LLP** Totals			Invoices	1		$1,728.75
Vendor **1488 - CNS Tire Supply**									
27182	Parts - PT-166	Open		02/21/2024	03/22/2024	02/28/2024			330.00
27183	Parts - PT-213	Open		02/21/2024	03/22/2024	02/28/2024			587.28
27186	Parts - Stock	Open		02/26/2024	03/27/2024	03/07/2024			491.48
27192	Parts - T-457	Open		03/01/2024	03/31/2024	03/07/2024			449.04
			Vendor **1488 - CNS Tire Supply** Totals			Invoices	4		$1,857.80
Vendor **3033 - Comcast Cable**									
CC 02-24 A	Backup Internet Connections	Open		02/16/2024	03/15/2024	02/22/2024			42.00
FD83 02-24 A	Backup Internet Connections	Open		02/24/2024	03/23/2024	02/22/2024			84.90
CC 02-24 B	Backup Internet Connections	Open		02/25/2024	03/24/2024	02/22/2024			59.70
PD24-MAR	Monthly Service Fee's (03/11/24 - 04/10/24)	Open		03/04/2024	04/01/2024	03/07/2024			16.80

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor **3033 - Comcast Cable** Totals			Invoices	4		$203.40
Vendor **3810 - Conrad Polygraph Inc**									
5958	2024 Polygraph testing (Police-AM) (Fire-ZP) 2 Pre-Employment	Open		02/28/2024	03/01/2024	03/01/2024			209.50
			Vendor **3810 - Conrad Polygraph Inc** Totals			Invoices	1		$209.50
Vendor **2981 - Continental Weather Service**									
195681	Monthly Weather Forecasting	Open		03/01/2024	03/31/2024	03/12/2024			150.00
			Vendor **2981 - Continental Weather Service** Totals			Invoices	1		$150.00
Vendor **5150 - COPS and FIRE Personnel Testing Service**									
108883	2024 Services Other - PD 4 new candidates (ZW-NS-CDZ-HW) polygrs	Open		03/05/2024	03/07/2024	03/07/2024			700.00
			Vendor **5150 - COPS and FIRE Personnel Testing Service** Totals			Invoices	1		$700.00
Vendor **2773 - Core & Main LP**									
U395573	STR-RH200 2" Round Hole, 2" Ale Adaptx Male, 2" Fem Cplrx Male	Open		02/20/2024	03/21/2024	02/22/2024			36.00
U412311	OMNI+ 2 C2 1G 15-1/4LL 8WHL SM 20' Pulse Cable, Flange Kit	Open		02/22/2024	03/23/2024	02/22/2024			1,515.00
			Vendor **2773 - Core & Main LP** Totals			Invoices	2		$1,551.00
Vendor **4918 - DACRA Tech LLC**									
DT 2024-02-080	Municipal Enforcement Software Monthly Service & Citation Fee's	Open		02/29/2024	03/18/2024	03/07/2024			2,730.00
			Vendor **4918 - DACRA Tech LLC** Totals			Invoices	1		$2,730.00
Vendor **1929 - Delta Sonic Car Wash Systems**									
INV-0013156	Car Wash	Open		02/23/2024	03/24/2024	03/12/2024			447.09
			Vendor **1929 - Delta Sonic Car Wash Systems** Totals			Invoices	1		$447.09
Vendor **4781 - Document Imaging Services, LLC**									
3090	Toner	Open		02/26/2024	03/27/2024	02/22/2024			834.00
3093	Toner	Open		02/26/2024	03/27/2024	02/22/2024			109.00
3103	Toner	Open		03/01/2024	03/31/2024	02/22/2024			272.00
			Vendor **4781 - Document Imaging Services, LLC** Totals			Invoices	3		$1,215.00
Vendor **1728 - Doland Engineering, LLC**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
24-10498	February 2024 Site Development Permit Inspection Fees	Open		02/29/2024	03/30/2024	02/29/2024			2,880.00
24-10500	February 2024 Engineering Plan Review Services	Open		02/29/2024	03/30/2024	02/29/2024			1,537.50
24-10510	2024 Water Main Replacement Contract 1 Design DPW-2421	Open		02/29/2024	03/30/2024	02/29/2024			8,330.00
24-10516	Fire Stations 82 and 85 Renovations Pre-Construction Services	Open		02/29/2024	03/30/2024	02/29/2024			312.50
			Vendor **1728 - Doland Engineering, LLC** Totals			Invoices	4		$13,060.00
Vendor **5225 - DVBC Inc DBA Terrazon Group**									
2022	2023 Fiber Optic Link Project DPW-2242	Open		02/26/2024	03/27/2024	02/29/2024			212,128.67
			Vendor **5225 - DVBC Inc DBA Terrazon Group** Totals			Invoices	1		$212,128.67
Vendor **2786 - EJ Equipment Inc**									
P11835	Vac-Con Ball Valve	Open		03/01/2024	03/31/2024	03/11/2024			197.70
			Vendor **2786 - EJ Equipment Inc** Totals			Invoices	1		$197.70
Vendor **5398 - EMS Management & Consultants, Inc.**									
EMS-003211	Ambulance Billing Charges - February	Open		02/29/2024	03/29/2024	03/13/2024			3,231.83
			Vendor **5398 - EMS Management & Consultants, Inc.** Totals			Invoices	1		$3,231.83
Vendor **4210 - Chris C Farnsworth**									
2024-00000177	Detergent	Open		03/01/2024	03/01/2024	02/28/2024			271.14
			Vendor **4210 - Chris C Farnsworth** Totals			Invoices	1		$271.14
Vendor **3841 - FBI National Academy Associates Inc**									
39281-24	2024 Annual Membership Dues (Seebacher)	Open		01/01/2024	03/31/2024	03/07/2024			65.00
51132-24	2024 Membership Dues (Daigle)	Open		01/01/2024	03/31/2024	03/07/2024			125.00
70630-24	2024 Membership Dues (Nord)	Open		01/01/2024	03/31/2024	03/07/2024			125.00
668586	FBI NAA 2024 Annual Training Conference	Open		02/19/2024	03/20/2024	02/27/2024			560.00
			Vendor **3841 - FBI National Academy Associates Inc** Totals			Invoices	4		$875.00
Vendor **1953 - FBI-LEEDA**									
200102120	Master Public Information Officer Course (Brandwein)	Open		03/08/2024	03/18/2024	03/07/2024			795.00
			Vendor **1953 - FBI-LEEDA** Totals			Invoices	1		$795.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

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Vendor **3182 - Chad D Felde**									
2024-00000205	Special Carrier & Riggers Assoc Conference in TX	Open		02/29/2024	03/18/2024	03/12/2024			1,127.25
			Vendor **3182 - Chad D Felde** Totals			Invoices	1		$1,127.25
Vendor **2195 - FMP**									
50-5103178	Parts - C-364	Open		02/20/2024	03/21/2024	02/26/2024			30.10
50-5108617	Credit Memo	Open		02/22/2024	03/27/2024	03/12/2024			(48.00)
50-5118075	Parts - Stock	Open		02/26/2024	03/27/2024	03/12/2024			71.88
60-424714	Parts -I-G-001, I-G-004	Open		02/26/2024	03/27/2024	03/12/2024			467.30
60-424767	Parts - G-027	Open		02/26/2024	03/27/2024	03/12/2024			445.80
60-424768	Parts - G-008	Open		02/26/2024	03/27/2024	03/12/2024			445.80
50-5125031	Parts - Stock	Open		02/28/2024	03/29/2024	03/12/2024			408.00
			Vendor **2195 - FMP** Totals			Invoices	7		$1,820.88
Vendor **1621 - Fox Valley Fire & Safety**									
IN00666351	Fire Extinguisher Service	Open		02/29/2024	03/30/2024	03/07/2024			381.20
			Vendor **1621 - Fox Valley Fire & Safety** Totals			Invoices	1		$381.20
Vendor **3400 - Gewalt Hamilton Associates Inc**									
4510.008-2	Tulip Way Reconstruction Design Engineering	Open		02/21/2024	03/22/2024	02/29/2024			4,856.00
4510.009-2	Michigan and Brockway Rehabilitation Design Engineering	Open		02/21/2024	03/22/2024	02/29/2024			33,164.00
			Vendor **3400 - Gewalt Hamilton Associates Inc** Totals			Invoices	2		$38,020.00
Vendor **1234 - Golf Rose Animal Hospital**									
399448	Medications for K-9's Hondo & Jax	Open		02/12/2024	03/13/2024	03/07/2024			436.14
			Vendor **1234 - Golf Rose Animal Hospital** Totals			Invoices	1		$436.14
Vendor **4753 - Granicus Llc**									
178493	Civic Streaming & Agenda & Minutes Renewal	Open		02/01/2024	03/05/2024	02/22/2024			1,647.80
179873	Civic Streaming & Agenda & Minutes Renewal	Open		03/01/2024	03/31/2024	02/22/2024			1,647.80
			Vendor **4753 - Granicus Llc** Totals			Invoices	2		$3,295.60
Vendor **5396 - Timothy M & Lisa M Griseto**									
2024-00000201	Lead Water Service Line Replacement Program Reimbursement	Open		02/01/2024	03/15/2024	02/29/2024			10,403.00
			Vendor **5396 - Timothy M & Lisa M Griseto** Totals			Invoices	1		$10,403.00
Vendor **1916 - Harvard Maintenance Inc**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
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1613343	Village Hall Janitorial Service-March 2024	Open		03/01/2024	03/31/2024	03/13/2024			3,528.59
1613414	Train Station Janitorial Service -March 2024	Open		03/01/2024	03/31/2024	03/13/2024			8,118.05
		Vendor **1916 - Harvard Maintenance Inc** Totals				Invoices	2		$11,646.64
Vendor **5046 - Hoosier Fire Equipment Inc**									
118778	Parts - T-389	Open		02/16/2024	03/17/2024	03/12/2024			229.25
118839	Parts - T-413	Open		02/22/2024	03/23/2024	02/26/2024			94.50
		Vendor **5046 - Hoosier Fire Equipment Inc** Totals				Invoices	2		$323.75
Vendor **2976 - Huffman Landscape**									
HUFF2-15-24	Reset Brick Pavers North Side Slade between Brockway & Greeley	Open		02/14/2024	03/15/2024	03/05/2024			840.00
HUFF2-15-24-2	Brick Paver Repair at Palatine/Brockway & Greeley/Slader	Open		02/15/2024	03/16/2024	03/05/2024			250.00
HUFF2-15-24-3	Brick Paver Repair at 53 W. Slade St	Open		02/15/2024	03/16/2024	03/05/2024			150.00
HUFF2-15-24-4	Brick Paver Repair on East Side of Smith St South of Railroad	Open		02/15/2024	03/16/2024	03/05/2024			350.00
HUFF2-16-24	Reset Brick Pavers on West Side Brockway North of Slade	Open		02/16/2024	03/17/2024	03/05/2024			840.00
		Vendor **2976 - Huffman Landscape** Totals				Invoices	5		$2,430.00
Vendor **1957 - IACP-International**									
0307456	2024 Annual Membership Dues - DRE (T. Black)	Open		02/01/2024	03/01/2024	03/07/2024			125.00
		Vendor **1957 - IACP-International** Totals				Invoices	1		$125.00
Vendor **4591 - IL Department of Innovation & Technology**									
T2220328	Custom Bandwidth	Open		02/13/2024	03/13/2024	02/22/2024			428.00
		Vendor **4591 - IL Department of Innovation & Technology** Totals				Invoices	1		$428.00
Vendor **1596 - Imaging Essentials, Inc**									
CONTINV007068	KIP & Plotter Maintenance	Open		02/09/2024	03/15/2024	03/13/2024			684.00
CONTINV007069	KIP & Plotter Maintenance	Open		02/09/2024	03/15/2024	03/13/2024			684.00
		Vendor **1596 - Imaging Essentials, Inc** Totals				Invoices	2		$1,368.00
Vendor **4951 - Interstate Batteries of North Chicago**									
CM54453	Credit Memo	Open		02/23/2024	03/29/2024	03/11/2024			(50.01)
23046849	Parts - STOCK	Open		02/27/2024	03/28/2024	03/11/2024			271.78
839675	Parts - STOCK	Open		02/28/2024	03/29/2024	03/11/2024			65.40

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **4951 - Interstate Batteries of North Chicago** Totals				Invoices	3		$287.17
Vendor **2992 - James Messineo**									
Messineo 2-29-24	Administrative Adjudication	Open		02/29/2024	03/18/2024	03/05/2024			1,687.50
		Vendor **2992 - James Messineo** Totals				Invoices	1		$1,687.50
Vendor **3869 - John Nelson Architect Inc**									
JN 3/11/24	Plan Review/ Consultation Services 2/28/24-3/8/24	Open		03/12/2024	03/12/2024	03/07/2024			1,540.00
		Vendor **3869 - John Nelson Architect Inc** Totals				Invoices	1		$1,540.00
Vendor **5035 - Lawson Products, Inc**									
9311314108	Parts - Stock	Open		02/20/2024	03/21/2024	03/12/2024			134.14
		Vendor **5035 - Lawson Products, Inc** Totals				Invoices	1		$134.14
Vendor **1054 - LionHeart Critical Power Specialists Inc**									
56423	Parts - G-010	Open		02/16/2024	03/17/2024	03/12/2024			705.29
		Vendor **1054 - LionHeart Critical Power Specialists Inc** Totals				Invoices	1		$705.29
Vendor **1671 - Lund Industries, Inc.**									
104761	Parts - Stock	Open		02/07/2024	03/08/2024	03/07/2024			1,001.74
		Vendor **1671 - Lund Industries, Inc.** Totals				Invoices	1		$1,001.74
Vendor **2641 - Lyons Electric Company, Inc**									
18804	Monthly Traffic Signal Maintenance-February 2024	Open		02/29/2024	03/30/2024	03/13/2024			940.00
		Vendor **2641 - Lyons Electric Company, Inc** Totals				Invoices	1		$940.00
Vendor **2995 - M & B Landscaping Co.**									
PD-340	2024 Parking Deck Snow & Ice Control Services	Open		02/27/2024	03/28/2024	03/13/2024			79.00
		Vendor **2995 - M & B Landscaping Co.** Totals				Invoices	1		$79.00
Vendor **5128 - M.J. Taylor Law, LLC**									
MJTAYLOR 2-26-24	Village Prosecution Legal	Open		02/26/2024	03/26/2024	03/01/2024			3,450.00
		Vendor **5128 - M.J. Taylor Law, LLC** Totals				Invoices	1		$3,450.00
Vendor **4957 - MacQueen Equipment, LLC**									
P27218	Parts - Stock	Open		03/01/2024	03/31/2024	03/12/2024			741.07
		Vendor **4957 - MacQueen Equipment, LLC** Totals				Invoices	1		$741.07
Vendor **4933 - Mallory Safety and Supply, LLC**									
5830086	Plastic Badges (Crime Prevention Unit)	Open		02/20/2024	03/21/2024	02/27/2024			480.00
		Vendor **4933 - Mallory Safety and Supply, LLC** Totals				Invoices	1		$480.00
Vendor **5066 - Marco Technologies LLC**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
522500453	Copier Maintenance Agreement	Open		02/14/2024	03/09/2024	02/22/2024			1,216.85
523175172	Copier Maintenance Agreement	Open		02/22/2024	03/23/2024	02/22/2024			1,482.89
		Vendor **5066 - Marco Technologies LLC** Totals				Invoices	2		$2,699.74
Vendor **4065 - Master Truck & Trailer Llc**									
S58924	Parts - T-527/528/Stock	Open		01/10/2024	03/14/2024	03/12/2024			760.36
S111318	Upfit (1) 2023 Ram 2500 T-526	Open		02/01/2024	03/15/2024	03/06/2024			14,493.23
		Vendor **4065 - Master Truck & Trailer Llc** Totals				Invoices	2		$15,253.59
Vendor **2756 - Mc Master Carr Supply Co.**									
22586922	3/8"Sealing Washers w/Screws;5/16"Hex Nuts,2-1/2"Hex Head Screws	Open		02/22/2024	03/23/2024	02/16/2024			360.70
		Vendor **2756 - Mc Master Carr Supply Co.** Totals				Invoices	1		$360.70
Vendor **5402 - Mechanical 24, Inc**									
1009094	Police HQ HVAC Diagnostic Fee	Open		01/31/2024	03/14/2024	03/13/2024			310.00
1009269	Police HQ Server Room Cooling Unit Repair	Open		02/13/2024	03/13/2024	03/13/2024			1,240.56
		Vendor **5402 - Mechanical 24, Inc** Totals				Invoices	2		$1,550.56
Vendor **4600 - Meridian IT Inc**									
545370	Reporting and Support Services: Commvault Licenses	Open		02/20/2024	03/20/2024	02/22/2024			122.18
		Vendor **4600 - Meridian IT Inc** Totals				Invoices	1		$122.18
Vendor **2737 - Mes Inc/Global**									
IN2016377	SCBA Parts	Open		02/29/2024	03/28/2024	03/06/2024			574.91
		Vendor **2737 - Mes Inc/Global** Totals				Invoices	1		$574.91
Vendor **3936 - Daniel S Mesch**									
2024-00000200	Terabyte Drive - Cellular Phone Extraction (23-029049)	Open		03/04/2024	03/18/2024	03/07/2024			71.49
		Vendor **3936 - Daniel S Mesch** Totals				Invoices	1		$71.49
Vendor **1118 - Mid American Water Of Wauconda Inc**									
267465W	8" DR-18 c-900 PVC Pipe, 8" MJ Solid Sleeve, 8" PVC Megalug SS	Open		02/05/2024	03/06/2024	03/11/2024			1,378.00
		Vendor **1118 - Mid American Water Of Wauconda Inc** Totals				Invoices	1		$1,378.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **4489 - Midwest Paving Equipment Inc**									
2713	Parts - E-202	Open		02/21/2024	03/22/2024	02/26/2024			297.38
		Vendor **4489 - Midwest Paving Equipment Inc** Totals				Invoices	1		$297.38
Vendor **2421 - Mikes Towing/Auto & Truck Repair**									
1072610	Safety Lane T-459	Open		02/23/2024	03/24/2024	03/12/2024			40.00
		Vendor **2421 - Mikes Towing/Auto & Truck Repair** Totals				Invoices	1		$40.00
Vendor **1856 - Monroe Truck Equipment**									
5495007	Parts - Stock	Open		02/16/2024	03/17/2024	03/12/2024			35.40
		Vendor **1856 - Monroe Truck Equipment** Totals				Invoices	1		$35.40
Vendor **1405 - MPC Communications & Lighting Inc**									
23-1302	Police Department Vehicle Decommissioning-T-476	Open		12/20/2023	03/15/2024	03/06/2024			650.00
24-1023	Police Department Vehicle Upfitting-T-531	Open		02/08/2024	03/15/2024	03/06/2024			6,984.45
		Vendor **1405 - MPC Communications & Lighting Inc** Totals				Invoices	2		$7,634.45
Vendor **5118 - Municipal GIS Partners, Inc**									
7491	Staffing consultants	Open		02/29/2024	03/29/2024	02/22/2024			19,170.36
		Vendor **5118 - Municipal GIS Partners, Inc** Totals				Invoices	1		$19,170.36
Vendor **5099 - NAPA Auto Parts**									
423894	Parts - STOCK	Open		01/31/2024	03/01/2024	03/11/2024			121.59
424825	Parts - PT-401	Open		02/08/2024	03/09/2024	03/11/2024			101.24
425454	Parts - STOCK	Open		02/14/2024	03/15/2024	03/11/2024			17.91
426251	Parts - PT-401	Open		02/21/2024	03/22/2024	03/11/2024			7.19
426290	Parts - PT-401	Open		02/21/2024	03/22/2024	03/11/2024			3.38
426298	Parts - E-603	Open		02/21/2024	03/22/2024	03/11/2024			261.60
426481	Parts - T-412	Open		02/22/2024	03/23/2024	03/11/2024			87.58
426595	Credit Memo	Open		02/23/2024	03/23/2024	03/11/2024			(5.58)
426710	Parts - STOCK	Open		02/26/2024	03/27/2024	03/11/2024			26.72
426767	Parts - T-412	Open		02/26/2024	03/27/2024	03/11/2024			87.58
426832	Parts - E-603	Open		02/27/2024	03/28/2024	03/11/2024			5.58
426902	Parts - T-412	Open		02/27/2024	03/28/2024	03/11/2024			49.95
		Vendor **5099 - NAPA Auto Parts** Totals				Invoices	12		$764.74
Vendor **2616 - Nicor Gas**									
93126652572-2/24	Natural Gas-150 W. Wilson Street Clu Building	Open		02/15/2024	03/16/2024	03/12/2024			777.03
37917400006-2/24	Natural Gas-914 W. Lukas Avenue Square D Lift Station	Open		02/16/2024	03/17/2024	03/12/2024			44.58
39263126664-2/24	Natural Gas-25 W. Palatine Rd. American Data	Open		02/16/2024	03/17/2024	03/12/2024			89.10

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
55424779829-2/24	Natural Gas-1545-47 Shires Court Lift Station	Open		02/19/2024	03/20/2024	03/12/2024			44.08
19505219626-2/24	Natural Gas-251 W. Colfax Street Parking Deck	Open		02/22/2024	03/23/2024	03/12/2024			145.04
70018165616-2/24	Natural Gas-432 W. Haleys Hill Court Dunhaven Woods Lift Station	Open		02/22/2024	03/23/2024	03/12/2024			48.01
83980510966-2/24	Natural Gas-550 N. Smith Street Well 7 Generator	Open		02/22/2024	03/23/2024	03/12/2024			42.58
25623386239-2/24	Natural Gas-1484 N. Oak Street Pepper Tree Lift Station	Open		02/23/2024	03/24/2024	03/12/2024			42.67
46007255576-2/24	Natural Gas-804 W. Panorama Drive Deer Grove Lift Station	Open		02/23/2024	03/24/2024	03/12/2024			48.73
66457600006-2/24	Natural Gas-555 E. Dundee Road Hicks and Dundee Pump Station	Open		02/23/2024	03/24/2024	03/12/2024			239.71
68017400000-2/24	Natural Gas-137 W. Wood Street Train Station	Open		02/23/2024	03/24/2024	03/12/2024			335.58
88271305703-2/24	Natural Gas-1465 E. Evergreen Drive Randville Lift Station	Open		02/26/2024	03/27/2024	03/12/2024			153.51
36756460568-2/24	Natural Gas-884 E. Lilly Lane Rose and Lilly Lift Station	Open		02/27/2024	03/28/2024	03/12/2024			141.37
88097600006-2/24	Natural Gas-2175 N. Coach Road Long Grove Pump Station	Open		02/27/2024	03/28/2024	03/12/2024			242.64
			Vendor **2616 - Nicor Gas** Totals			Invoices	14		$2,394.63
Vendor **1541 - NIPSTA**									
2024-00000133	Hazardous Materials Tech (Sandquist/Roman)	Open		02/21/2024	03/20/2024	02/21/2024			3,600.00
			Vendor **1541 - NIPSTA** Totals			Invoices	1		$3,600.00
Vendor **3002 - Northwest Community Hospital-OEHS**									
33045	Consortium Membership 2024	Open		02/20/2024	03/21/2024	02/26/2024			100.00
33351	Physicals/DOT Screening	Open		03/01/2024	03/31/2024	03/12/2024			195.00
			Vendor **3002 - Northwest Community Hospital-OEHS** Totals			Invoices	2		$295.00
Vendor **5203 - ODP Business Solutions, LLC**									
29901248	Department Copy Paper	Open		02/29/2024	03/30/2024	03/07/2024			235.75
			Vendor **5203 - ODP Business Solutions, LLC** Totals			Invoices	1		$235.75
Vendor **1214 - On Time Embroidery Inc.**									
119555	Clothing	Open		02/22/2024	03/21/2024	02/21/2024			54.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
119566	Clothing	Open		02/22/2024	03/21/2024	02/21/2024			54.00
119882	Clothing	Open		02/22/2024	03/21/2024	02/21/2024			54.00
119984	Clothing	Open		02/22/2024	03/21/2024	02/21/2024			539.00
120245	Clothing	Open		02/22/2024	03/21/2024	02/21/2024			131.00
		Vendor **1214 - On Time Embroidery Inc.** Totals				Invoices	5		$832.00
Vendor **5151 - Pace Analytical Services, LLC**									
I9585220	Water Sample Testing	Open		02/23/2024	03/24/2024	02/22/2024			541.00
I9585529	Water Sample Testing	Open		02/27/2024	03/28/2024	03/11/2024			848.00
		Vendor **5151 - Pace Analytical Services, LLC** Totals				Invoices	2		$1,389.00
Vendor **2572 - Paddock Publications, Inc**									
280508	Legal Notice 4612010	Open		02/25/2024	04/01/2024	03/13/2024			122.85
282290-1	Legal Notice 4612362	Open		03/06/2024	04/01/2024	03/13/2024			135.00
282290-2	legal notice 2379 N Hicks	Open		03/21/2024	03/21/2024	03/13/2024			56.70
		Vendor **2572 - Paddock Publications, Inc** Totals				Invoices	3		$314.55
Vendor **1583 - Palatine Park District**									
24-8199	Kitchen Supplies	Open		03/01/2024	03/31/2024	03/12/2024			207.03
		Vendor **1583 - Palatine Park District** Totals				Invoices	1		$207.03
Vendor **1276 - Pirtek O'Hare**									
OH-T00029409	Parts - E-221	Open		02/20/2024	03/21/2024	02/26/2024			428.20
OH-T00029432	Parts - E-211	Open		02/21/2024	03/22/2024	02/26/2024			469.56
		Vendor **1276 - Pirtek O'Hare** Totals				Invoices	2		$897.76
Vendor **2167 - Pomp's Tire Service, Inc.**									
280157448	Parts - PT-999	Open		02/13/2024	03/14/2024	03/12/2024			304.18
280158449	Parts - Stock	Open		02/27/2024	03/28/2024	03/12/2024			1,182.00
		Vendor **2167 - Pomp's Tire Service, Inc.** Totals				Invoices	2		$1,486.18
Vendor **2954 - Quadient Leasing USA, Inc**									
Q1226711	Village Wide Postage Machine Lease	Open		03/01/2024	04/01/2024	03/12/2024			967.86
		Vendor **2954 - Quadient Leasing USA, Inc** Totals				Invoices	1		$967.86
Vendor **2953 - Quadient, Inc**									
40221159	Village Wide Postage Machine - Parts	Open		02/22/2024	03/22/2024	03/01/2024			33.00
		Vendor **2953 - Quadient, Inc** Totals				Invoices	1		$33.00
Vendor **4300 - Ray O'Herron Co, Inc**									
2327160	Department Ammunition - 9mm Training Ammo	Open		02/26/2024	03/26/2024	02/27/2024			9,855.00
		Vendor **4300 - Ray O'Herron Co, Inc** Totals				Invoices	1		$9,855.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **4545 - Robinson Engineering Ltd**									
24020504	Lead Service Line Replacement Design Engineering	Open		02/27/2024	03/28/2024	02/28/2024			8,000.00
			Vendor **4545 - Robinson Engineering Ltd** Totals			Invoices	1		$8,000.00
Vendor **1689 - Smith Ecological Systems Inc**									
24618	Changeover Valves for Chlorine Cylinders	Open		01/25/2024	03/15/2024	03/08/2024			2,330.00
			Vendor **1689 - Smith Ecological Systems Inc** Totals			Invoices	1		$2,330.00
Vendor **4308 - Solid Waste Agency of Northern Cook County**									
7511	Refuse Service - April	Open		03/01/2024	03/24/2024	03/06/2024			117,110.35
			Vendor **4308 - Solid Waste Agency of Northern Cook County** Totals			Invoices	1		$117,110.35
Vendor **5280 - Solitude Lake Management, LLC**									
PSI050776	Middleton Pond Kasco VFX Series 2HP Fountain	Open		02/23/2024	03/24/2024	02/28/2024			7,081.20
			Vendor **5280 - Solitude Lake Management, LLC** Totals			Invoices	1		$7,081.20
Vendor **5082 - State Graphics**									
93224	Business Cards - Grochowski	Open		02/21/2024	03/22/2024	02/22/2024			198.00
			Vendor **5082 - State Graphics** Totals			Invoices	1		$198.00
Vendor **1776 - Suburban Accents, Inc.**									
34570	Police Department Patrol Vehicle Wrapping T-535	Open		02/27/2024	03/28/2024	03/06/2024			575.00
			Vendor **1776 - Suburban Accents, Inc.** Totals			Invoices	1		$575.00
Vendor **4966 - T-Mobile**									
965537055-0224	CS Telematics Program Monthly Service Fee-February	Open		02/29/2024	03/30/2024	03/13/2024			300.00
			Vendor **4966 - T-Mobile** Totals			Invoices	1		$300.00
Vendor **2111 - Terminal Supply Co**									
17012-00	Heron Pump Station Pump 2 Repair	Open		02/21/2024	03/22/2024	02/22/2024			100.80
13178-01	Parts - STOCK	Open		02/21/2024	03/22/2024	02/23/2024			21.32
			Vendor **2111 - Terminal Supply Co** Totals			Invoices	2		$122.12
Vendor **2545 - Terrace Supply Co**									
0071034799	Oxygen	Open		02/23/2024	03/22/2024	02/26/2024			243.64
			Vendor **2545 - Terrace Supply Co** Totals			Invoices	1		$243.64
Vendor **1844 - Third Millennium Associates Inc**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
31106	UB Bill Processing - February 2024	Open		02/29/2024	03/31/2024	03/06/2024			2,780.77
		Vendor **1844 - Third Millennium Associates Inc** Totals				Invoices	1		$2,780.77
Vendor **2593 - TKB Associates Inc**									
15273	Laserfiche Site Lic	Open		03/13/2024	03/13/2024	03/13/2024			53,695.00
		Vendor **2593 - TKB Associates Inc** Totals				Invoices	1		$53,695.00
Vendor **5399 - Tree Towns Imaging & Color Graphics**									
20240214a	Wall Graphic	Open		02/14/2024	03/15/2024	03/12/2024			1,500.00
		Vendor **5399 - Tree Towns Imaging & Color Graphics** Totals				Invoices	1		$1,500.00
Vendor **1628 - Trine Construction**									
#4 Final	2023 Water Main Replacement Contract 3 DPW-2323	Open		02/22/2024	03/23/2024	02/29/2024			53,960.26
		Vendor **1628 - Trine Construction** Totals				Invoices	1		$53,960.26
Vendor **4403 - Tyler Technologies Inc**									
045-455641	NWS Annual Maintenance	Open		03/01/2024	03/31/2024	03/04/2024			83,149.58
		Vendor **4403 - Tyler Technologies Inc** Totals				Invoices	1		$83,149.58
Vendor **4797 - Ultra Cleaning, Inc.**									
1164	Cleaning Services for CSF and Police HQ-February 2024	Open		02/29/2024	03/30/2024	03/13/2024			4,810.00
		Vendor **4797 - Ultra Cleaning, Inc.** Totals				Invoices	1		$4,810.00
Vendor **5281 - USA Blue Book**									
INV00290707	Round Point, Comfort Step 16-gal 24" Hrdwd Handle	Open		02/28/2024	03/29/2024	03/11/2024			37.95
INV00290820	Small Tools	Open		02/28/2024	03/29/2024	03/11/2024			885.88
		Vendor **5281 - USA Blue Book** Totals				Invoices	2		$923.83
Vendor **3156 - Utility Service Co, Inc**									
599622	South Supply 1 North Reservoir Water Tank Maintenance SemiAnnual	Open		03/01/2024	03/31/2024	03/12/2024			130,008.00
599655	Hicks & Dundee Ground Storage Water Tank Maintenance Semi Annual	Open		03/01/2024	03/31/2024	03/12/2024			47,085.50
599932	South Supply 2 South Reservoir Water Tank Maintenance SemiAnnual	Open		03/01/2024	03/31/2024	03/12/2024			12,500.00
		Vendor **3156 - Utility Service Co, Inc** Totals				Invoices	3		$189,593.50
Vendor **4825 - Verizon Connect NWF Inc**									

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
OSV000003259977	PW Telematics Program Monthly Service Fee- February	Open		03/01/2024	03/31/2024	03/13/2024			323.80
		Vendor **4825 - Verizon Connect NWF Inc** Totals				Invoices	1		$323.80
Vendor **3709 - Verizon Wireless**									
9956595093	Cellular Usage	Open		02/12/2024	03/04/2024	03/04/2024			6,149.22
		Vendor **3709 - Verizon Wireless** Totals				Invoices	1		$6,149.22
Vendor **3020 - Village of Palatine Petty Cash**									
2024-00000209	Jauch - IAEI Meeting Exp 1/31/24	Open		03/14/2024	03/14/2024	03/14/2024			25.00
		Vendor **3020 - Village of Palatine Petty Cash** Totals				Invoices	1		$25.00
Vendor **5370 - Darlene Vogt**									
2024-00000178	Lead Water Service Line Replacement Program Reimbursement	Open		01/11/2024	03/15/2024	02/29/2024			10,403.00
		Vendor **5370 - Darlene Vogt** Totals				Invoices	1		$10,403.00
Vendor **4824 - Western First Aid & Safety**									
ORD4-012871	First Aid Cabinet Supplies	Open		02/29/2024	03/30/2024	03/07/2024			100.16
		Vendor **4824 - Western First Aid & Safety** Totals				Invoices	1		$100.16
Vendor **1901 - Wurth Usa Inc**									
98024824	Parts - Stock	Open		02/22/2024	03/23/2024	03/12/2024			207.50
		Vendor **1901 - Wurth Usa Inc** Totals				Invoices	1		$207.50
Vendor **3185 - Ziebell Water Service Products Inc**									
264954-000	Ford Repair Sleeves 6x12.5, 12x12.5, 12x24, 12"Hyman Coupling	Open		02/28/2024	03/29/2024	03/11/2024			3,018.99
		Vendor **3185 - Ziebell Water Service Products Inc** Totals				Invoices	1		$3,018.99
Vendor **4049 - Zip's Truck Equipment Inc**									
SO110532	Parts - T-459	Open		02/22/2024	03/23/2024	03/12/2024			520.99
		Vendor **4049 - Zip's Truck Equipment Inc** Totals				Invoices	1		$520.99
Vendor **Qingjian Fu**									
2024-00000176	sign refund/ 90 W Northwest hwy/ SU92-2024	Open		03/01/2024	03/01/2024	03/01/2024			125.00
		Vendor **Qingjian Fu** Totals				Invoices	1		$125.00
Vendor **IOC Construction**									
2024-00000203	withdrawn permit / 15528-2024 / 2150 N Ginger Creek	Open		03/12/2024	03/12/2024	03/12/2024			332.40

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6

Invoice Due Date Range 02/01/24 - 04/02/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor **IOC Construction** Totals			Invoices	1		$332.40
Vendor **John Mahler**									
2024-00000175	sign refund/ 32-34 W Palatine Rd/ SU90-2024	Open		03/01/2024	03/01/2024	03/01/2024			250.00
			Vendor **John Mahler** Totals			Invoices	1		$250.00
Vendor **Mark Silver**									
2024-00000174	sign refund/ 204-216 & 222 W Palatine Rd/ ppd-08-2024	Open		03/01/2024	03/01/2024	03/01/2024			125.00
			Vendor **Mark Silver** Totals			Invoices	1		$125.00
Vendor **The Stonefield Group**									
2024-00000173	sign refund/ 158 W Aldridge/ pfsub-01-2023	Open		03/01/2024	03/01/2024	03/01/2024			250.00
			Vendor **The Stonefield Group** Totals			Invoices	1		$250.00
Vendor **Jennifer Vanselow**									
2024-00000206	Ticket # C1213-000154 was paid then non-suited	Open		03/11/2024	03/18/2024	03/12/2024			50.00
			Vendor **Jennifer Vanselow** Totals			Invoices	1		$50.00
Vendor **Harmon Zieske**									
2024-00000207	Ticket # T1181-000024 - Admin Tow Fee Appeal Granted	Open		03/11/2024	03/18/2024	03/12/2024			500.00
			Vendor **Harmon Zieske** Totals			Invoices	1		$500.00
			Grand Totals			Invoices	236		$1,089,055.88

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #1

Payment Date Range 03/05/24 - 03/05/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **2048 - Quadient Finance USA, Inc**									
3-5-24 Postage	Village Wide Postage Machine	Paid by EFT #11048		03/04/2024	03/05/2024	03/05/2024		03/05/2024	3,000.00
		Vendor **2048 - Quadient Finance USA, Inc** Totals				Invoices	1		$3,000.00
				Grand Totals		Invoices	1		$3,000.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #2

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **4466 - JP Morgan Chase Bank Commercial Card**									
DKS-022624-1	CRAINS CHIC SUBSCRIP	Paid by EFT #10988		02/26/2024	03/11/2024	03/11/2024		03/11/2024	12.72
DKS-022624-2	PURPLE ROSE FLORIST	Paid by EFT #10989		02/26/2024	03/11/2024	03/11/2024		03/11/2024	89.99
HSV-022624-1	FLASH IMAGE CENTER	Paid by EFT #11017		02/26/2024	03/11/2024	03/11/2024		03/11/2024	350.00
HSV-022624-2	VISTAPRINT	Paid by EFT #11018		02/26/2024	03/11/2024	03/11/2024		03/11/2024	12.98
HSV-022624-3	AMZN MKTP US*R24OL6UWO AMZN.COM	Paid by EFT #11019		02/26/2024	03/11/2024	03/11/2024		03/11/2024	26.97
HSV-022624-4	EB FOIA WORKSHOP	Paid by EFT #11020		02/26/2024	03/11/2024	03/11/2024		03/11/2024	25.00
HSV-022624-5	AMZN MKTP US*R22DE3VK2 AMZN.COM	Paid by EFT #11021		02/26/2024	03/11/2024	03/11/2024		03/11/2024	70.47
HSV-022624-6	MARRIOTT HOTEL & CONFE	Paid by EFT #11022		02/26/2024	03/11/2024	03/11/2024		03/11/2024	318.08
RTO-022624-1	BANK OF SPRINGFIELD CT SPRINGFIELD IL	Paid by EFT #11013		02/26/2024	03/11/2024	03/11/2024		03/11/2024	7.00
RTO-022624-2	COOPERS HAWK KILDEER IL	Paid by EFT #11014		02/26/2024	03/11/2024	03/11/2024		03/11/2024	52.26
RTO-022624-3	DOUBLETREE AB LINCOLN SPRINGFIELD IL	Paid by EFT #11015		02/26/2024	03/11/2024	03/11/2024		03/11/2024	378.73
RTO-022624-4	SHELL OIL 10005089015	Paid by EFT #11016		02/26/2024	03/11/2024	03/11/2024		03/11/2024	53.96
FIN-022624-1	Amazon	Paid by EFT #10842		02/26/2024	03/11/2024	03/11/2024		03/11/2024	70.23
FIN-022624-2	Groot Industries	Paid by EFT #10843		02/26/2024	03/11/2024	03/11/2024		03/11/2024	269,664.68
FIN-022624-3	Amazon	Paid by EFT #10844		02/26/2024	03/11/2024	03/11/2024		03/11/2024	20.44
FIN-022624-4	Amazon	Paid by EFT #10845		02/26/2024	03/11/2024	03/11/2024		03/11/2024	104.78
PDM-022624-1	Emmett's	Paid by EFT #10846		02/26/2024	03/11/2024	03/11/2024		03/11/2024	59.40
SDC-022624-1	GFOA	Paid by EFT #10927		02/26/2024	03/11/2024	03/11/2024		03/11/2024	1,197.00
PJ-022624-1	Amazon MKTP	Paid by EFT #10847		02/26/2024	03/11/2024	03/11/2024		03/11/2024	49.99
BDK-022624-1	Microsoft Azure	Paid by EFT #10948		02/26/2024	03/11/2024	03/11/2024		03/11/2024	34.31
BDK-022624-2	ChatGPT	Paid by EFT #10949		02/26/2024	03/11/2024	03/11/2024		03/11/2024	20.00
BDK-022624-3	Amazon	Paid by EFT #10950		02/26/2024	03/11/2024	03/11/2024		03/11/2024	49.49
BDK-022624-4	Amazon	Paid by EFT #10951		02/26/2024	03/11/2024	03/11/2024		03/11/2024	18.78
BDK-022624-5	Amazon	Paid by EFT #10952		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(24.75)
LAS-022624-1	GoDaddy	Paid by EFT #10995		02/26/2024	03/11/2024	03/11/2024		03/11/2024	44.34
LAS-022624-10	Amazon	Paid by EFT #11004		02/26/2024	03/11/2024	03/11/2024		03/11/2024	17.99
LAS-022624-11	Amazon	Paid by EFT #11005		02/26/2024	03/11/2024	03/11/2024		03/11/2024	174.85
LAS-022624-12	Amazon	Paid by EFT #11006		02/26/2024	03/11/2024	03/11/2024		03/11/2024	20.67
LAS-022624-13	Amazon	Paid by EFT #11007		02/26/2024	03/11/2024	03/11/2024		03/11/2024	20.54
LAS-022624-2	B&H Photo	Paid by EFT #10996		02/26/2024	03/11/2024	03/11/2024		03/11/2024	378.79
LAS-022624-3	Google	Paid by EFT #10997		02/26/2024	03/11/2024	03/11/2024		03/11/2024	42.00
LAS-022624-4	Google Cloud	Paid by EFT #10998		02/26/2024	03/11/2024	03/11/2024		03/11/2024	.20
LAS-022624-5	Amazon	Paid by EFT #10999		02/26/2024	03/11/2024	03/11/2024		03/11/2024	436.98
LAS-022624-6	Amazon	Paid by EFT #11000		02/26/2024	03/11/2024	03/11/2024		03/11/2024	26.99
LAS-022624-7	Webinars HR	Paid by EFT #11001		02/26/2024	03/11/2024	03/11/2024		03/11/2024	149.00
LAS-022624-8	Amazon	Paid by EFT #11002		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(35.80)
LAS-022624-9	Ebay	Paid by EFT #11003		02/26/2024	03/11/2024	03/11/2024		03/11/2024	110.49
ATR-022624-1	EB IACE Membership	Paid by EFT #10929		02/26/2024	03/11/2024	03/11/2024		03/11/2024	160.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #2

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
ATR-022624-2	IL Prof License	Paid by EFT #10930		02/26/2024	03/11/2024	03/11/2024		03/11/2024	153.38
ATR-022624-3	Blusky Restoration	Paid by EFT #10931		02/26/2024	03/11/2024	03/11/2024		03/11/2024	728.78
ATR-022624-4	Illinois Environmental	Paid by EFT #10932		02/26/2024	03/11/2024	03/11/2024		03/11/2024	150.00
ATR-022624-5	IL Prof License	Paid by EFT #10933		02/26/2024	03/11/2024	03/11/2024		03/11/2024	153.38
DLG-022624-1	IL Prof License fee	Paid by EFT #10928		02/26/2024	03/11/2024	03/11/2024		03/11/2024	153.38
MWJ-022624-1	Int'l Code Council	Paid by EFT #11045		02/26/2024	03/11/2024	03/11/2024		03/11/2024	28.65
MWJ-022624-2	Event SBOC 69th Annual	Paid by EFT #11046		02/26/2024	03/11/2024	03/11/2024		03/11/2024	175.00
ARC-022624-1	Maglite	Paid by EFT #10978		02/26/2024	03/11/2024	03/11/2024		03/11/2024	99.97
ARC-022624-2	Mariano's	Paid by EFT #10979		02/26/2024	03/11/2024	03/11/2024		03/11/2024	93.33
ARC-022624-3	DD/BR (Dunkin Donuts/Baskin-Robbins)	Paid by EFT #10980		02/26/2024	03/11/2024	03/11/2024		03/11/2024	79.88
ARC-022624-4	Panera Bread	Paid by EFT #10981		02/26/2024	03/11/2024	03/11/2024		03/11/2024	37.56
ARC-022624-5	Absolutely Chinese Restaurant	Paid by EFT #10982		02/26/2024	03/11/2024	03/11/2024		03/11/2024	206.55
ARC-022624-6	Avanti Cafe	Paid by EFT #10983		02/26/2024	03/11/2024	03/11/2024		03/11/2024	275.00
PAC-022624-1	Amazon Marketplace	Paid by EFT #10916		02/26/2024	03/11/2024	03/11/2024		03/11/2024	15.65
PAC-022624-2	Amazon Marketplace	Paid by EFT #10917		02/26/2024	03/11/2024	03/11/2024		03/11/2024	9.70
PAC-022624-3	EB FOIA Workshop	Paid by EFT #10918		02/26/2024	03/11/2024	03/11/2024		03/11/2024	210.00
PAC-022624-4	Ray O'Herron Co	Paid by EFT #10919		02/26/2024	03/11/2024	03/11/2024		03/11/2024	1,467.87
PAC-022624-5	Amazon Marketplace	Paid by EFT #10920		02/26/2024	03/11/2024	03/11/2024		03/11/2024	32.39
PAC-022624-6	EB FOIA Workshop	Paid by EFT #10921		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(70.00)
PAC-022624-7	Vistaprint	Paid by EFT #10922		02/26/2024	03/11/2024	03/11/2024		03/11/2024	129.95
WEN-022624-1	Transunion Shareable	Paid by EFT #10964		02/26/2024	03/11/2024	03/11/2024		03/11/2024	60.00
WEN-022624-2	Transunion Shareable	Paid by EFT #10965		02/26/2024	03/11/2024	03/11/2024		03/11/2024	60.00
WEN-022624-3	Transunion Shareable	Paid by EFT #10966		02/26/2024	03/11/2024	03/11/2024		03/11/2024	60.00
WEN-022624-4	Transunion Shareable	Paid by EFT #10967		02/26/2024	03/11/2024	03/11/2024		03/11/2024	60.00
CJZ-022624-1	Wal-Mart	Paid by EFT #10959		02/26/2024	03/11/2024	03/11/2024		03/11/2024	18.77
JJA-022624-1	Crowd Manager Training	Paid by EFT #11008		02/26/2024	03/11/2024	03/11/2024		03/11/2024	19.95
JJA-022624-2	Illinois Fire Inspector	Paid by EFT #11009		02/26/2024	03/11/2024	03/11/2024		03/11/2024	30.00
JJA-022624-3	Int'l Code Council	Paid by EFT #11010		02/26/2024	03/11/2024	03/11/2024		03/11/2024	145.00
JJA-022624-4	Illinois Fire Inspector	Paid by EFT #11011		02/26/2024	03/11/2024	03/11/2024		03/11/2024	350.00
JJA-022624-5	PAR-A-DICE Hotel	Paid by EFT #11012		02/26/2024	03/11/2024	03/11/2024		03/11/2024	117.60
MDB-022624-1	Fraud Credit	Paid by EFT #11047		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(1,019.10)
NLB-022624-1	USPS	Paid by EFT #10934		02/26/2024	03/11/2024	03/11/2024		03/11/2024	9.60
NLB-022624-2	Dinges Fire Company	Paid by EFT #10935		02/26/2024	03/11/2024	03/11/2024		03/11/2024	875.00
NLB-022624-3	Jones & Bartlett	Paid by EFT #10936		02/26/2024	03/11/2024	03/11/2024		03/11/2024	289.40
PMG-022624-1	Tap House GRill	Paid by EFT #10960		02/26/2024	03/11/2024	03/11/2024		03/11/2024	108.34
PMG-022624-2	Cafe 14	Paid by EFT #10961		02/26/2024	03/11/2024	03/11/2024		03/11/2024	44.00
SAM-022624-1	Menards	Paid by EFT #10990		02/26/2024	03/11/2024	03/11/2024		03/11/2024	99.11
SAM-022624-2	SQ Palatine	Paid by EFT #10991		02/26/2024	03/11/2024	03/11/2024		03/11/2024	78.14
SEM-022624-1	IL DEPT PUB HEALTH	Paid by EFT #11023		02/26/2024	03/11/2024	03/11/2024		03/11/2024	41.00
SEM-022624-10	Amazon	Paid by EFT #11032		02/26/2024	03/11/2024	03/11/2024		03/11/2024	226.70

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #2

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
SEM-022624-11	Amazon	Paid by EFT #11033		02/26/2024	03/11/2024	03/11/2024		03/11/2024	8.99
SEM-022624-12	New Pig Corp	Paid by EFT #11034		02/26/2024	03/11/2024	03/11/2024		03/11/2024	174.12
SEM-022624-13	Amazon	Paid by EFT #11035		02/26/2024	03/11/2024	03/11/2024		03/11/2024	17.98
SEM-022624-14	Eurofresh	Paid by EFT #11036		02/26/2024	03/11/2024	03/11/2024		03/11/2024	61.32
SEM-022624-15	Amazon	Paid by EFT #11037		02/26/2024	03/11/2024	03/11/2024		03/11/2024	12.99
SEM-022624-16	amazon	Paid by EFT #11038		02/26/2024	03/11/2024	03/11/2024		03/11/2024	22.94
SEM-022624-17	Metro Fire Chiefs	Paid by EFT #11039		02/26/2024	03/11/2024	03/11/2024		03/11/2024	50.00
SEM-022624-18	Amazon	Paid by EFT #11040		02/26/2024	03/11/2024	03/11/2024		03/11/2024	39.90
SEM-022624-19	Amazon	Paid by EFT #11041		02/26/2024	03/11/2024	03/11/2024		03/11/2024	54.31
SEM-022624-2	ZIP Specialties	Paid by EFT #11024		02/26/2024	03/11/2024	03/11/2024		03/11/2024	75.00
SEM-022624-20	Notary Public Association	Paid by EFT #11042		02/26/2024	03/11/2024	03/11/2024		03/11/2024	111.95
SEM-022624-21	Amazon	Paid by EFT #11043		02/26/2024	03/11/2024	03/11/2024		03/11/2024	68.50
SEM-022624-22	JLs Pizza	Paid by EFT #11044		02/26/2024	03/11/2024	03/11/2024		03/11/2024	100.90
SEM-022624-3	Tycointegrated Security	Paid by EFT #11025		02/26/2024	03/11/2024	03/11/2024		03/11/2024	76.12
SEM-022624-4	Tycointegrated Security	Paid by EFT #11026		02/26/2024	03/11/2024	03/11/2024		03/11/2024	76.12
SEM-022624-5	Tycointegrated Security	Paid by EFT #11027		02/26/2024	03/11/2024	03/11/2024		03/11/2024	76.12
SEM-022624-6	Tycointegrated Security	Paid by EFT #11028		02/26/2024	03/11/2024	03/11/2024		03/11/2024	65.87
SEM-022624-7	Tycointegrated Security	Paid by EFT #11029		02/26/2024	03/11/2024	03/11/2024		03/11/2024	65.87
SEM-022624-8	Amazon	Paid by EFT #11030		02/26/2024	03/11/2024	03/11/2024		03/11/2024	42.50
SEM-022624-9	Amazon	Paid by EFT #11031		02/26/2024	03/11/2024	03/11/2024		03/11/2024	36.29
AJB-022624-1	Grainger	Paid by EFT #10938		02/26/2024	03/11/2024	03/11/2024		03/11/2024	132.80
AJB-022624-10	Grainger	Paid by EFT #10947		02/26/2024	03/11/2024	03/11/2024		03/11/2024	85.80
AJB-022624-2	ebay	Paid by EFT #10939		02/26/2024	03/11/2024	03/11/2024		03/11/2024	263.82
AJB-022624-3	ebay	Paid by EFT #10940		02/26/2024	03/11/2024	03/11/2024		03/11/2024	42.60
AJB-022624-4	ebay	Paid by EFT #10941		02/26/2024	03/11/2024	03/11/2024		03/11/2024	118.32
AJB-022624-5	ebay	Paid by EFT #10942		02/26/2024	03/11/2024	03/11/2024		03/11/2024	24.00
AJB-022624-6	JMAC Supply	Paid by EFT #10943		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(442.00)
AJB-022624-7	ISA	Paid by EFT #10944		02/26/2024	03/11/2024	03/11/2024		03/11/2024	190.00
AJB-022624-8	ebay	Paid by EFT #10945		02/26/2024	03/11/2024	03/11/2024		03/11/2024	111.96
AJB-022624-9	Zoro Tools Inc.	Paid by EFT #10946		02/26/2024	03/11/2024	03/11/2024		03/11/2024	343.44
CGJ-022624-1	Mutual Ace Palatine	Paid by EFT #10976		02/26/2024	03/11/2024	03/11/2024		03/11/2024	6.97
CGJ-022624-2	Arlington Power Equipment	Paid by EFT #10977		02/26/2024	03/11/2024	03/11/2024		03/11/2024	129.95
CJG-022624-1	Grimco Inc.	Paid by EFT #10962		02/26/2024	03/11/2024	03/11/2024		03/11/2024	326.00
CJG-022624-2	Grimco Inc.	Paid by EFT #10963		02/26/2024	03/11/2024	03/11/2024		03/11/2024	326.00
GSR-022624-1	IAFSM	Paid by EFT #10937		02/26/2024	03/11/2024	03/11/2024		03/11/2024	860.00
JM-022624-1	Amazon Marketplace	Paid by EFT #10851		02/26/2024	03/11/2024	03/11/2024		03/11/2024	42.98
JM-022624-10	Amazon Marketplace	Paid by EFT #10860		02/26/2024	03/11/2024	03/11/2024		03/11/2024	36.90
JM-022624-11	Amazon Marketplace	Paid by EFT #10861		02/26/2024	03/11/2024	03/11/2024		03/11/2024	27.51
JM-022624-12	Amazon Marketplace	Paid by EFT #10862		02/26/2024	03/11/2024	03/11/2024		03/11/2024	79.60
JM-022624-13	Amazon Marketplace	Paid by EFT #10863		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(64.96)
JM-022624-14	Amazon.com	Paid by EFT #10864		02/26/2024	03/11/2024	03/11/2024		03/11/2024	30.89
JM-022624-15	Amazon Marketplace	Paid by EFT #10865		02/26/2024	03/11/2024	03/11/2024		03/11/2024	57.09

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #2

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
JM-022624-16	Amazon.com	Paid by EFT #10866		02/26/2024	03/11/2024	03/11/2024		03/11/2024	44.98
JM-022624-17	Amazon.com	Paid by EFT #10867		02/26/2024	03/11/2024	03/11/2024		03/11/2024	6.64
JM-022624-18	Amazon.com	Paid by EFT #10868		02/26/2024	03/11/2024	03/11/2024		03/11/2024	52.14
JM-022624-19	Amazon Marketplace	Paid by EFT #10869		02/26/2024	03/11/2024	03/11/2024		03/11/2024	88.90
JM-022624-2	Amazon Marketplace	Paid by EFT #10852		02/26/2024	03/11/2024	03/11/2024		03/11/2024	32.25
JM-022624-20	Amazon.com	Paid by EFT #10870		02/26/2024	03/11/2024	03/11/2024		03/11/2024	146.50
JM-022624-21	In *Backflow Solutions	Paid by EFT #10871		02/26/2024	03/11/2024	03/11/2024		03/11/2024	495.00
JM-022624-22	Amazon.com	Paid by EFT #10872		02/26/2024	03/11/2024	03/11/2024		03/11/2024	85.03
JM-022624-23	Amazon Marketplace	Paid by EFT #10873		02/26/2024	03/11/2024	03/11/2024		03/11/2024	17.58
JM-022624-24	Amazon.com	Paid by EFT #10874		02/26/2024	03/11/2024	03/11/2024		03/11/2024	34.42
JM-022624-25	Amazon Marketplace	Paid by EFT #10875		02/26/2024	03/11/2024	03/11/2024		03/11/2024	340.00
JM-022624-26	Amazon Marketplace	Paid by EFT #10876		02/26/2024	03/11/2024	03/11/2024		03/11/2024	247.23
JM-022624-27	Amazon Marketplace	Paid by EFT #10877		02/26/2024	03/11/2024	03/11/2024		03/11/2024	52.45
JM-022624-28	Amazon Marketplace	Paid by EFT #10878		02/26/2024	03/11/2024	03/11/2024		03/11/2024	134.36
JM-022624-29	Amazon.com	Paid by EFT #10879		02/26/2024	03/11/2024	03/11/2024		03/11/2024	21.37
JM-022624-3	Amazon Marketplace	Paid by EFT #10853		02/26/2024	03/11/2024	03/11/2024		03/11/2024	121.66
JM-022624-30	Amazon Marketplace	Paid by EFT #10881		02/26/2024	03/11/2024	03/11/2024		03/11/2024	23.64
JM-022624-31	Amazon.com	Paid by EFT #10880		02/26/2024	03/11/2024	03/11/2024		03/11/2024	71.74
JM-022624-4	Amazon Marketplace	Paid by EFT #10854		02/26/2024	03/11/2024	03/11/2024		03/11/2024	99.00
JM-022624-5	North American Safety	Paid by EFT #10855		02/26/2024	03/11/2024	03/11/2024		03/11/2024	122.00
JM-022624-6	Amazon Marketplace	Paid by EFT #10856		02/26/2024	03/11/2024	03/11/2024		03/11/2024	168.48
JM-022624-7	Amazon Marketplace	Paid by EFT #10857		02/26/2024	03/11/2024	03/11/2024		03/11/2024	41.98
JM-022624-8	Amazon Marketplace	Paid by EFT #10858		02/26/2024	03/11/2024	03/11/2024		03/11/2024	8.70
JM-022624-9	Amazon Marketplace	Paid by EFT #10859		02/26/2024	03/11/2024	03/11/2024		03/11/2024	263.08
JRK-022624-1	Grainger	Paid by EFT #10956		02/26/2024	03/11/2024	03/11/2024		03/11/2024	(142.66)
JRK-022624-2	SP Mechanixgear	Paid by EFT #10957		02/26/2024	03/11/2024	03/11/2024		03/11/2024	455.99
JRK-022624-3	Noregon Systems	Paid by EFT #10958		02/26/2024	03/11/2024	03/11/2024		03/11/2024	590.00
KCH-022624-1	Mutual Ace Palatine	Paid by EFT #10968		02/26/2024	03/11/2024	03/11/2024		03/11/2024	57.89
KCH-022624-2	Home Depot	Paid by EFT #10969		02/26/2024	03/11/2024	03/11/2024		03/11/2024	162.62
KCH-022624-3	Mutual Ace Palatine	Paid by EFT #10970		02/26/2024	03/11/2024	03/11/2024		03/11/2024	71.08
KCH-022624-4	Mutual Ace Palatine	Paid by EFT #10971		02/26/2024	03/11/2024	03/11/2024		03/11/2024	30.57
KCH-022624-5	JC Licht	Paid by EFT #10972		02/26/2024	03/11/2024	03/11/2024		03/11/2024	220.05
KCH-022624-6	Home Depot	Paid by EFT #10973		02/26/2024	03/11/2024	03/11/2024		03/11/2024	75.52
KCH-022624-7	Mutual Ace Palatine	Paid by EFT #10974		02/26/2024	03/11/2024	03/11/2024		03/11/2024	13.49
KCH-022624-8	Berland's Inc.	Paid by EFT #10975		02/26/2024	03/11/2024	03/11/2024		03/11/2024	418.97
KML-022624-1	APWA-Work Zone	Paid by EFT #10992		02/26/2024	03/11/2024	03/11/2024		03/11/2024	375.00
KML-022624-2	WPY*Illinois Public Employer Labor Relations Association	Paid by EFT #10993		02/26/2024	03/11/2024	03/11/2024		03/11/2024	1,300.00
KML-022624-3	Starbucks Store	Paid by EFT #10994		02/26/2024	03/11/2024	03/11/2024		03/11/2024	15.10
MB-022624-1	Emmett's	Paid by EFT #10848		02/26/2024	03/11/2024	03/11/2024		03/11/2024	117.35
MG-022624-1	Mutual Ace Palatine	Paid by EFT #10984		02/26/2024	03/11/2024	03/11/2024		03/11/2024	24.83
MG-022624-2	Mutual Ace Palatine	Paid by EFT #10985		02/26/2024	03/11/2024	03/11/2024		03/11/2024	8.99

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #2

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
MIH-022624-1	Home Depot	Paid by EFT #10986		02/26/2024	03/11/2024	03/11/2024		03/11/2024	122.99
MIH-022624-2	Home Depot	Paid by EFT #10987		02/26/2024	03/11/2024	03/11/2024		03/11/2024	34.38
MJK-022624-1	Home Depot	Paid by EFT #10913		02/26/2024	03/11/2024	03/11/2024		03/11/2024	90.22
MJK-022624-2	Menards	Paid by EFT #10914		02/26/2024	03/11/2024	03/11/2024		03/11/2024	191.24
MJK-022624-3	Mutual Ace Palatine	Paid by EFT #10915		02/26/2024	03/11/2024	03/11/2024		03/11/2024	18.15
MWK-022624-1	ebay	Paid by EFT #10882		02/26/2024	03/11/2024	03/11/2024		03/11/2024	69.99
MWK-022624-10	ebay	Paid by EFT #10891		02/26/2024	03/11/2024	03/11/2024		03/11/2024	22.95
MWK-022624-11	Grainger	Paid by EFT #10892		02/26/2024	03/11/2024	03/11/2024		03/11/2024	86.17
MWK-022624-12	Mutual Ace Hardware	Paid by EFT #10893		02/26/2024	03/11/2024	03/11/2024		03/11/2024	5.62
MWK-022624-13	Grainger	Paid by EFT #10894		02/26/2024	03/11/2024	03/11/2024		03/11/2024	41.79
MWK-022624-14	Grainger	Paid by EFT #10895		02/26/2024	03/11/2024	03/11/2024		03/11/2024	225.94
MWK-022624-15	Chemical Containers	Paid by EFT #10896		02/26/2024	03/11/2024	03/11/2024		03/11/2024	641.37
MWK-022624-16	Mutual Ace Hardware	Paid by EFT #10897		02/26/2024	03/11/2024	03/11/2024		03/11/2024	6.80
MWK-022624-17	Grainger	Paid by EFT #10898		02/26/2024	03/11/2024	03/11/2024		03/11/2024	17.58
MWK-022624-18	Grainger	Paid by EFT #10899		02/26/2024	03/11/2024	03/11/2024		03/11/2024	15.59
MWK-022624-19	Grainger	Paid by EFT #10900		02/26/2024	03/11/2024	03/11/2024		03/11/2024	181.12
MWK-022624-2	ebay	Paid by EFT #10883		02/26/2024	03/11/2024	03/11/2024		03/11/2024	92.00
MWK-022624-20	Grainger	Paid by EFT #10901		02/26/2024	03/11/2024	03/11/2024		03/11/2024	46.15
MWK-022624-21	Grainger	Paid by EFT #10902		02/26/2024	03/11/2024	03/11/2024		03/11/2024	143.80
MWK-022624-22	Grainger	Paid by EFT #10903		02/26/2024	03/11/2024	03/11/2024		03/11/2024	713.00
MWK-022624-23	ebay	Paid by EFT #10904		02/26/2024	03/11/2024	03/11/2024		03/11/2024	341.70
MWK-022624-24	Grainger	Paid by EFT #10905		02/26/2024	03/11/2024	03/11/2024		03/11/2024	81.68
MWK-022624-25	Grainger	Paid by EFT #10906		02/26/2024	03/11/2024	03/11/2024		03/11/2024	3.39
MWK-022624-26	Grainger	Paid by EFT #10907		02/26/2024	03/11/2024	03/11/2024		03/11/2024	160.98
MWK-022624-27	Grainger	Paid by EFT #10908		02/26/2024	03/11/2024	03/11/2024		03/11/2024	226.50
MWK-022624-28	Grainger	Paid by EFT #10909		02/26/2024	03/11/2024	03/11/2024		03/11/2024	65.74
MWK-022624-29	Mutual Ace Hardware	Paid by EFT #10910		02/26/2024	03/11/2024	03/11/2024		03/11/2024	9.97
MWK-022624-3	Grainger	Paid by EFT #10884		02/26/2024	03/11/2024	03/11/2024		03/11/2024	92.38
MWK-022624-30	Grainger	Paid by EFT #10911		02/26/2024	03/11/2024	03/11/2024		03/11/2024	291.95
MWK-022624-31	Grainger	Paid by EFT #10912		02/26/2024	03/11/2024	03/11/2024		03/11/2024	59.42
MWK-022624-4	Grainger	Paid by EFT #10885		02/26/2024	03/11/2024	03/11/2024		03/11/2024	164.99
MWK-022624-5	Grainger	Paid by EFT #10886		02/26/2024	03/11/2024	03/11/2024		03/11/2024	34.80
MWK-022624-6	Grainger	Paid by EFT #10887		02/26/2024	03/11/2024	03/11/2024		03/11/2024	39.85
MWK-022624-7	Door Hardware	Paid by EFT #10888		02/26/2024	03/11/2024	03/11/2024		03/11/2024	63.49
MWK-022624-8	Quality Door & Hardware	Paid by EFT #10889		02/26/2024	03/11/2024	03/11/2024		03/11/2024	158.33
MWK-022624-9	ebay	Paid by EFT #10890		02/26/2024	03/11/2024	03/11/2024		03/11/2024	49.88
RLK-022624-1	Menards	Paid by EFT #10923		02/26/2024	03/11/2024	03/11/2024		03/11/2024	598.00
RLK-022624-2	Mutual Ace Palatine	Paid by EFT #10924		02/26/2024	03/11/2024	03/11/2024		03/11/2024	12.59
RLK-022624-3	Menards	Paid by EFT #10925		02/26/2024	03/11/2024	03/11/2024		03/11/2024	21.95
RLK-022624-4	Home Depot	Paid by EFT #10926		02/26/2024	03/11/2024	03/11/2024		03/11/2024	39.97
SAD-022624-1	Arbor Day Foundation	Paid by EFT #10849		02/26/2024	03/11/2024	03/11/2024		03/11/2024	20.00
SAD-022624-2	Arbor Day Foundation	Paid by EFT #10850		02/26/2024	03/11/2024	03/11/2024		03/11/2024	395.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #2

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
SC-022624-1	Mutual Ace Palatine	Paid by EFT #10953		02/26/2024	03/11/2024	03/11/2024		03/11/2024	39.58
SC-022624-2	Precision Zone	Paid by EFT #10954		02/26/2024	03/11/2024	03/11/2024		03/11/2024	200.00
SC-022624-3	Home Depot	Paid by EFT #10955		02/26/2024	03/11/2024	03/11/2024		03/11/2024	383.87
	Vendor **4466 - JP Morgan Chase Bank Commercial Card** Totals					Invoices	206		$296,817.72
				Grand Totals		Invoices	206		$296,817.72

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 EFT #5

Payment Date Range 03/11/24 - 03/11/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **1462 - Allied Benefit Systems, Inc.**									
0000504276	March 2024 Flex Spending Fees	Paid by EFT #11049		03/11/2024	03/11/2024	03/11/2024		03/11/2024	436.00
		Vendor **1462 - Allied Benefit Systems, Inc.** Totals				Invoices	1		$436.00
				Grand Totals		Invoices	1		$436.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

VILLAGE OF PALATINE

Warrant #6 Reissue #1

Payment Date Range 03/13/24 - 03/13/24
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **3226 - US Postmaster**									
2024 - Jan	Permit #1523 Postage	Paid by Check #264441		01/04/2024	01/04/2024	01/04/2024		03/13/2024	55,000.00
			Vendor **3226 - US Postmaster** Totals			Invoices	1		$55,000.00
				Grand Totals		Invoices	1		$55,000.00

Attachment: Warrant #6 (2024-5 : Warrant 2024 # 6)

Consider a Motion Granting Preliminary Planned Development Approval to Allow a New Four-Unit Residential Building in Combination with an Existing Four-Unit Residential Building at 204-216 & 222 W. Palatine Road

BACKGROUND:
The Subject Properties contain approximately 21,780 sq. ft. (0.5 acres) and are currently zoned R-3 Multi-Family. The property at 222 W. Palatine Road contains an existing single-family home and the easterly property at 204-216 W. Palatine Road property contains a 4-unit apartment building and associated parking lot. The proposed new 4-unit building will have a north-south orientation, with a shared parking lot and driveway providing access for both buildings. Therefore, the Petitioner is requesting approval of the following:

Preliminary Planned Development to permit a new 4-unit building, with a shared driveway and parking lot, while maintaining the existing 4-unit building at 204-216 W. Palatine Road.

KEY ISSUES:

- In addition to the Subject Property, all of the surrounding properties in this area are zoned R-3 Multi-Family, with the exception of the Brownstones along Smith Street, which are zoned Planned Development. The proposed building complies with the underlying R-3 setbacks, with the exception of the minimum required front yard setback of 30 feet (25 feet proposed). That said, the proposed front yard setback of 25' is comparable to the established front yard setbacks of many existing properties in the area.
- The proposed three-story, 4-unit building is 64’ by 34’ (approximately 2,176 square feet for each unit). The floor plan contemplates 2 BR, 2 bathrooms, an office, a kitchen, and a living room. The building orientation faces the existing 4-unit building to the east and would share a 22-foot drive aisle. There would be 8 additional parking spaces to the north in a new parking lot constructed on the north side of both lots. Per Code, if the final architectural plans include a roof height of greater than 30 feet, the required driveway would have to be a minimum of 26 feet.
- The proposed density (both lots combined) is 10 units/acre, in compliance with the R-3 requirements. This is a lower density than the two properties directly west (20 & 15 units/acre) and two properties directly across Palatine Road (both 18 units/acre). There are also two multi-family buildings on Slade Street, directly northwest of the Subject Property, which both have densities of 20 units/acre. Therefore, the proposed is both compliant and lower than the surrounding multi-family properties.
- The new building provides 4 garage parking spaces and 4 single spaces in front of the garages. By code, 9 spaces are required for the proposed new building and 8 spaces for the existing building (17 total spaces). The proposed plan shows a total of 20 spaces, exceeding the Code requirement. As part of Final Planned Development, Staff would recommend eliminating any landscaped separations between the proposed driveways for the new 4-unit building, due to the narrowness and maintenance feasibility.
- For Final Planned Development, Staff would also recommend that a 6-foot solid

fence is either installed or maintained around the parking lot area.

- All of the existing utilities are in place and available for access in the ROW on the south side of Palatine Road. An IDOT permit would be required to access the utilities. Additionally, the final storm water detention or site runoff volume control requirements would be further determined through the Final Planned Development and engineering review. Multi-family developments 0.5 acres or greater are required to follow the WMO requirements.
- In addition to the Chapter 6 requirements (Monotony Code), the initial staff review comments directed that the proposed building elevations should also coordinate with the property to the east and some of the other newer comparable projects in the area. Staff also noted that at least one of the new units will have to be ADA accessible.
- The Petitioner is attempting to determine the feasibility of moving forward with the proposed improvements. Staff concurs that reviewing these properties comprehensively through the Planned Development process is appropriate, as opposed to attempting to seek separate zoning relief for each property.

ALTERNATIVES:

1. Approve the Preliminary Planned Development to allow a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.
2. Do not approve the Preliminary Planned Development to allow a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.

RECOMMENDATION:

Public Hearing**:**	PZC meeting on February 27, 2024.
Residents testifying:	1: Questions about stormwater management for the site.
Vote:	The PZC voted unanimously to approve the Preliminary Planned Development, and Staff concurs with this recommendation.

ACTION REQUIRED:

A motion to approve the Preliminary Planned Development for a new 4-unit building, with a shared driveway and parking lot, with the existing 4-unit building at 204-216 W. Palatine Road.

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

Consider an Ordinance Rezoning the Property to R-2 Single-Family and a Resolution Approving the Preliminary & Final Plat of Subdivision to Allow a Three-Lot Subdivision at 158 W. Aldridge Avenue

BACKGROUND:
The Subject Property, annexed in 1990, contains approximately 0.91 acres (40,050 square feet) and is zoned R-1 Single-Family residential. The Petitioner is proposing to rezone the property to R-2 Single-Family residential and then subdivide it into 3 lots. Therefore, the Petitioner is requesting approval of the following:

Rezoning from R-1 Single Family Residential to R-2 Single-family Residential; and

Preliminary/Final Plat of Subdivision to permit a 3-lot Single-family Residential Development.

KEY ISSUES:

Zoning and Site Design

- The properties to the west and east are zoned R-2 Single-Family, while the Planned Development to the north (Plum Grove Estates Unit #2) is also subject to the R-2 bulk standards. While the properties to the south are zoned R-1, there are several lots in this area that do not meet the minimum applicable R-1 bulk requirements for lot area and/or lot width.
- Additionally, the proposed larger R-2 properties serve as a transition from the smaller lots to the north and some of the larger lots to the south. The proposed rezoning and 3 lot subdivision is also consistent and generally mirrors the existing three R-2 zoned properties directly west of the Subject Property. Finally, the proposed lots comply with all the bulk R-2 standards and exceed the minimum required lot areas and depths.
- The proposed lots would conform to the R-2 zoning district requirements, the Subdivision Code, exceeding the minimum R-2 lot width and area requirements:

	Lot Size (9,000 sq. ft. for interior lot; 10,000 sq. ft. for corner lot)	**Lot Width (75' required for interior lot; 85' for corner lot)**	**Lot Depth (110' required)**
Lot 1	14,310 sq. ft.	106'	135'
Lot 2	12,897 sq. ft.	95.5'	135'
Lot 3	12,897 sq. ft.	95.5'	135'

Engineering

- The property is currently not served by public utilities; however, the proposed lots would connect to Village water and sewer. Both utilities exist in the right-of-way therefore an extension is not required. The Subdivision and Site Development Ordinance require the installation of sidewalks along both frontages. The

Petitioner has requested a waiver of this requirement.

- With the exception of the subdivision directly north of the Subject Property, there are no other sidewalks systems in this area. There was both testimony and letters of objection against installing sidewalks for this Subdivision, with consistency in the area and maintaining the lack of sidewalks as rationale for the objections.
- Subsequent to the Public Hearing, the Petitioner submitted an alternate sidewalk plan, depicting the sidewalk connecting to the existing sidewalk for approximately 10 feet to the south, then terminating into Brockway Street to the east. Staff is opposed to this alternative for multiple reasons.
- Staff has been firm in recommending that a sidewalk is installed along the Brockway Street frontage connecting to the existing sidewalk system. Staff is supportive of cash in lieu of sidewalk fees for the Aldridge Avenue frontage. If cash in lieu of sidewalks is approved, the property should still be graded to allow for installation of sidewalks in the future.
- The Petitioner has also requested not to install the required parkway trees in the right-of-way along both Brockway Street and Aldridge Avenue, due to concerns about the overhead power lines. In lieu of right-of-way trees, the Petitioner proposes to plant the trees on private property. Staff provided the Petitioner with a list of Village Arborist identified appropriate tree species for planting under power lines. Also, in addition to not being located in the right-of-way, as required, the trees would not be in an easement and therefore not required to remain part of the right-of-way streetscape. Staff does not support this request of the petitioner and is recommending the installation of the parkway trees.

ALTERNATIVES:

1. Approve the Preliminary and Final Plat of Subdivision and Rezoning.
2. Do not approve the Preliminary and Final Plat of Subdivision and Rezoning.

RECOMMENDATION:

Public Hearing:	PZC meeting on February 27, 2024.
Residents testifying:	4: Concerns about R-2 subdivisions in the area, request not to install sidewalks, and references to annexation process.
Vote:	The PZC voted 4-3 to approve the Rezoning and Preliminary & Final Plat of Subdivision; Staff concurs with this recommendation subject to the conditions including the sidewalk/cash in lieu of sidewalk and parkway trees.

ACTION REQUIRED:

A motion to approve the ordinance approving a rezoning to R-2 and a resolution granting the Preliminary and Final Plat of Subdivision at 158 W. Aldridge Avenue.

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

Consider an Ordinance Amending Chapter 3 Alcoholic Beverages of the Palatine Code of Ordinances

BACKGROUND:
From time to time, it is necessary to review different sections and chapters of the Village's Code of Ordinances. Various Village Departments have completed such an analysis of Chapter 3 - Alcoholic Beverages and are recommending several minor revisions. Notably, before the Village begins its liquor renewal process in April, the sunset provision of Video Gaming must be addressed by the Council.

KEY ISSUES:
The following outlines the significant revisions included within the proposed amendments:

- The Video Gaming sunset provision is removed. This provision would terminate video gaming on June 30, 2024 if the language is not removed from the Code. The elimination of the sunset provision was discussed as part of the 2024 budget process.
- Updates definitions to include Alcohol Beverage Seller and Server (ABSS) permit and alcopop.
- Clarifies that Managers and Assistant Managers are required to obtain an ABSS permit must also be listed on the liquor license application.
- Adds veterans' organization as an eligible entity for Class D liquor license.
- Added the fee for a Class E Liquor License application at $50.
- Cleans up outdated language and removes redundant sections.

ALTERNATIVES:
1. Approve ordinance amending Chapter 3.
2. Do not approve ordinance amending Chapter 3.

RECOMMENDATION:
Staff recommends approval of the ordinance amending Chapter 3 of the Code of Ordinances.

ACTION REQUIRED:
Motion to approve the ordinance amending Chapter 3 of the Code of Ordinances.

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

Consider a Motion Approving a Water Service Agreement with All-In Hospitality Group (Ancho Agave) at 20506 N. Rand 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 in 2000 to include the area bounded by Rand, Lake Cook, and Quentin Roads. The Amended and Restated Intergovernmental Agreement relative to water supply for these certain properties was approved in 2022. A condition of providing water is that the end user must execute a Water Service Agreement with the Village of Palatine.

KEY ISSUES:

- All-In Hospitality Group (Ancho Agave) is the contract purchaser of the property at 20506 N. Rand Road and plans to develop the property as a restaurant use.
- The Village of Deer Park has allocated 6,500 gallons per day to All-In Hospitality at this location. This is the same amount previously allocated to Max & Erma's who previously occupied the location.

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 All-In Hospitality Group (Ancho Agave).

ACTION REQUIRED:
A motion authorizing the Mayor to execute the assignment, subject to review by the Village Attorney.

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

Consider a Request for Temporary Street Closures for the Twin Lakes New 'Aquathon' on June 23, 2024

BACKGROUND

The Salt Creek Park District would like to host a new event, Twin Lakes Aquathon, at Twin Lakes, 1200 E. Twin Lakes Drive. The race will consist of a 700 meter swim and a 3.1 mile run. They are requesting closure of streets throughout a portion of the Village for the run on Sunday, June 23, 2024. The route is outlined on the attached map. Because part of the race takes place on IDOT roadway (Palatine Frontage Road), there is a separate Resolution required by IDOT from the Village before the Salt Creek Park District can move forward with IDOT approvals. The swim/run will offer the community a fun, safe, and family friendly activity.

KEY ISSUES

- The Police Department will be working with event organizers to determine Police staffing on the route and to conduct traffic control.
- The event sponsor will secure IDOT approval for the use of Frontage Road, following the passage of a Village Resolution.
- The event sponsor will coordinate with the Fire Department on use of an underwater team for the swim portion of the race.
- The Aquathon will replace the Twin Lakes Triathlon, a previous race they hosted.
- The event sponsor will be responsible for 100% of all Village services provided as part of this event.

ALTERNATIVES

1. Approve the temporary closure of streets.
2. Do not approve the temporary closure of streets.

RECOMMENDATION

Approval is at the discretion of the Committee.

ACTION REQUIRED

A motion to approve the Twin Lakes Aquathon on June 23, 2024.

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

Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance to Permit a 'Church Picnic' Sponsored by the American Ukrainian Youth Association and the Immaculate Conception Church on June 8 - 9, 2024 at 136 E. Illinois Avenue

BACKGROUND:
The American Ukrainian Youth Association of Palatine and the Immaculate Conception Church wish to hold their 7th annual Chervona Ruta Ukrainian Festival at 136 E. Illinois Avenue on June 8 - 9, 2024. The event will be private, limited to members of the two host organizations, and will include services and performances by the Church's choir, singers, and children's dance ensembles. The event will include a beer tent and additional tents to accommodate the planned activities. To proceed with the proposed event, the Petitioners are requesting approval of the following:

> Waiver of the Village's Sound Amplification Ordinance for the proposed services and performances to be held on Saturday, June 8 (3 - 10:30 PM) and Sunday, June 9 (Noon to 9 PM)

KEY ISSUES:
- The proposed event hours are: **Saturday, June 8: 3 - 11 PM and Sunday, June 9: Noon - 10 PM.**
- The event will be similar to those held in the past and would be primarily located in the Church parking lot and the adjacent vacant land near the northeast corner of Illinois Avenue and Benton Street.
- The American Ukrainian Youth Association holds a Class C Liquor License (Club). The event will include a beer tent, with all servers complying with the Village's requirements. As the event is occurring on the Youth Association property, there is no need to amend their licensed premises.
- The requested waiver of the Village's Sound Amplification Ordinance is to allow for a PA system that will be used during the planned liturgy services and performances (Church choir/singers and the children's dance ensemble). The hours in which the sound waiver would be granted are 3 - 10:30 PM on June 8, and Noon to 9 PM on June 9.
- To address potential parking issues, the event hosts have arranged parking agreements with adjacent properties/businesses along Vermont Street. In addition, they have again reached an agreement with Northrop (on Hicks Road) to allow attendees to park there with shuttle service to run continuously between the Church and Northrop picking up and dropping off guests. To further address any potential parking/traffic issues, the Village will post parking restrictions/prohibitions along portions of Illinois Avenue, Benton Street, and Michigan Avenue to ensure access is maintained for emergency vehicles and the surrounding neighborhood, while promoting the use of the event's designated parking areas. The Police Department will be working closely with the Church on parking restrictions/ prohibitions.

ALTERNATIVES:
1. Approve the waiver of the Village's Sound Amplification Ordinance.
2. Do not approve the waiver of the Village's Sound Amplification Ordinance.

RECOMMENDATION:
Staff recommends action at the Village Council's discretion for the waiver of the Village's Sound Amplification Ordinance for the 'Church Picnic' event to be held on June 8 and 9, 2024.

ACTION REQUIRED:
A motion to approve a waiver of the Village's Sound Amplification Ordinance for the 'Church Picnic' event to be held on June 8 and 8, 2024.

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

Consider a Motion to Approve Items Related to the Village of Palatine's 2024 Street Fest

BACKGROUND:
The Village of Palatine has begun planning for the 24th annual Downtown Palatine Street Fest on August 23 - 25, 2024.

KEY ISSUES:
Based upon feedback and attendance, staff feels that the “refreshed” area around Towne Square, known as the 'Backyard Patio', was very successful in 2022 and 2023, thus we plan to continue to make it successful. This area historically housed the Kid Zone. Staff is reviewing options with the event management company for the purchase of alcoholic beverages. Last year, credit cards were accepted for the first time, and this year, a point-of-sale concept is under cost/benefit analysis. The following approvals are being requested in conjunction with the proposed 2024 Downtown Palatine Street Fest event:

1. Temporary waiver of the sound amplification ordinance for live music and performances;
2. Waiver of fees for Village services, permits, and licenses;
3. Waiver of the building construction hours;
4. Temporary closure of public streets from 5 AM on Friday, August 23 until noon on Monday, August 26;
5. Temporary Closure of Parking Lot G (main stage) beginning on Thursday, August 22 as well as Village Lots I (staging area), J (dumpsters), K and L (event set up and handicapped parking) beginning on Friday, August 23 through Monday, August 26. In addition, there will be several areas in which on-street parking will also be blocked off to accommodate the event;
6. A motion authorizing the Village Manager to enter into contracts/agreements related to the 2024 Downtown Palatine Street Fest, subject to review and approval by the Village Attorney;
7. If there is space available, the Village may allow food vendors from outside the Village of Palatine to participate in the event;
8. Continuing in Towne Square with the "Backyard Patio" themed area which includes: sponsor tents, backyard games (cornhole, bocce ball etc.), children's entertainment and satellite bar, mini stage and patio furniture;
9. A motion authorizing Staff to request a Class E Temporary Liquor License for the purpose of selling alcoholic beverages.

The costs associated with Street Fest have increased significantly in the post-Covid environment. As such, based upon the known costs and projected revenues, there is presently a $50,000 shortfall which does not include the overtime expenses already contained within the departmental budgets. The budget includes $185,000 and the event is expected to have a net cost of $235,000.

Staff will be working with the event organizer to try and identify any potential cost savings. A budget adjustment will likely be necessary appropriating general fund balances in order to offset our costs of this event. In future years, there will need to be decisions related to the amount of subsidy for this community event.

ALTERNATIVES:
1. Approve the 2024 Downtown Palatine Street Fest.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approval of the 2024 Downtown Palatine Street Fest with a future budget adjustment to cover expenses.

ACTION REQUIRED:
A motion to approve the Annual Downtown Palatine Street Fest and related requests.

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

Consider a Motion to Authorize the Village Manager to Enter into an Agreement with Park Consulting Group for Tyler Technologies Energov Consulting Services

BACKGROUND:
The Village of Palatine's Neighborhood Services Division currently manages the Village's Rental License program with an old version of Accella's Permits Plus software. This software has not been supported by the vendor for many years and is causing issues in its operation. Additionally, using an old software does not allow Staff to leverage technology to support the business process, such as email notification, online application, or online payments.

An RFQ was developed for consulting services to guide the Village through implementing a rental process in Tyler Energov (exisitng software vendor), and six responses were received. After staff interviews and scope discussion, it was determined that Park Consulting Group was the best candidate for this effort.

The proposal and price includes optional item for post go-live changes, in-person meeting / support (3 trips at $15,000). If the optional items are not needed, the total will be billed for is $49,000.

KEY ISSUES:
- Due to the many issues encountered by Staff with Tyler Technologies Energov consulting services during implementation, it was decided to look for a third-party consultant that would have experience in both Energov software implementations and specifically implementation of an Energov rental licensing program.
- Park Consulting will provide expertise to Staff on the replacement of unsupported software (Permits Plus) with Energov Rental Licensing for critical business needs.
- Park Consulting will assist Staff with the implementation of mobile technology to support in-field business.
- Moving to a new software will provide online capabilities to provide modern user experiences to our staff and customers.

ALTERNATIVES:
1. Authorize the Village Manager to enter into a Consulting Agreement with Park Consulting Group.
2. Refer back to Staff.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to enter into an agreement with Park Consulting Group.

ACTION REQUIRED:
A motion to authorize the Village Manager to enter into a consulting agreement for the configuration and implementation of Rental Licensing process in Energov with Park Consulting Group not to exceed $74,050.

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

Consider a Motion Approving the Preliminary Plan for an Addition and Remodeling of Fire Station 82

BACKGROUND:
At the February 20, 2023 Village Council meeting, the Village engaged FGM Architects, Incorporated to complete the Phase 1 schematic design phase. In November of 2023 the Village Council approved architectural services to design an addition and select remodeling of Fire Station 82 located at 1475 North Hicks Road.

KEY ISSUES:
- The proposed scope of work for Fire Station 82 includes construction of a building addition of 4,022 square feet to house the Fire Department Administrative Offices, replacement of the existing roof, replacement of the existing HVAC equipment, and additive alternates of renovating the existing kitchen and locker rooms and updating the existing day room of the existing building.
- The design has been preliminarily developed finalizing the proposed use and the budget has been updated with more specificity in the design. The project remains tracking within the budget range originally anticipated for the project with contingencies for further design details which remain and the potential for yet to be identified construction issues.
- The addition, roof, and HVAC equipment is part of the base bid. The existing kitchen, locker room and day room renovations are alternates which can be selected should budget funds remain available.
- Bidding is anticipated to occur in June of 2024 with move-in date targeted for early spring of 2025.

ALTERNATIVES:
1. Authorize the completion of Construction Documents and Bidding for the Fire Station 82.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approving the Design Development plan and proceeding with construction documents and bidding.

BUDGET IMPACT:
American Rescue Plan (ARPA) funds in the amount of $2,947,000 have been appropriated in the Capital Improvement Budget to accommodate this project.

ACTION REQUIRED:
Motion to approve the design development plan and authorize construction documents and bidding for Fire Station 82.

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

Consider a Motion Waiving the Bid Process and Authorizing the Village Manager to Enter Into a Sole Source Purchase for a New Ambulance

BACKGROUND:
The Village of Palatine currently operates 6 ambulances; 4 front-line, 1 reserve, and 1 mechanical spare. The 4 front-line ambulances are strategically located at Fire Stations 81, 82, 83 & 84. This ambulance purchase would replace a 2013 International Wheeled Coach ambulance (T-426).

The Fire Department has purchased 6 Braun ambulances since 2013 and has been tremendously pleased with the quality, unique features, and service performance of the vehicles. Braun's unique "Solid Body" construction of the patient compartment module is one of the strongest in the industry and is allowing the Fire Department the opportunity to remove the patient compartment module from the older chassis and remounting it onto a new 2026 International MV chassis. Reusing the existing patient compartment module will save the Village of Palatine approximately $100,000 on this purchase.

This proposal is sole sourced since the remounting will be performed by the original ambulance manufacturer; Braun Industries, Inc. (Van Wert, OH). As such, it is necessary to waive the formal bid process as part of this approval.

KEY ISSUES:
The normal service-life for an ambulance in Palatine is 12-years total; 8-years front-line, 2-years as a reserve, and 2-years as a mechanical spare. Lead time for building a new ambulance is approximately 2 years. The last new ambulance was ordered in 2023 and is expected in the spring of 2025. This purchase is in the 2024 Capital Budget. If approved, it would be ordered before April 1, 2024 and expected in 2026.

ALTERNATIVES:
1. Purchase a new 2026 remounted Braun ambulance from Braun Industries, Inc., for $315,324.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends a motion to waive the formal bid process and approve a sole source contract with Braun Industries, Inc., for $315,324.

ACTION REQUIRED:
Consider a motion waiving the bid process and entering into a sole source contract to purchase a new 2026 remounted ambulance from Braun Industries, Inc., for $315,324.

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

Consider a Motion Authorizing the Village Manger to Execute a Proposal for a Lead Service Line Inventory

BACKGROUND:
The Illinois Environmental Protection Agency (IEPA) recently awarded the Village a Lead Service Line Inventory Grant of $50,000 to the Village. The funds will be used to verify the accuracy of the existing water service line inventory that was completed in 2015 as part of the water meter replacement project.

KEY ISSUES:
- A qualification-based selection process was followed to select Robinson Engineering for this project.
- The engineering costs would be fully funded by the grant.
- The scope of services will focus on selecting a subcontractor to inspect water service line material at select locations, updating the lead service line inventory, and submitting the revised inventory to the IEPA.
- Service line inspections will be conducted this spring and are anticipated to be complete by summer.
- The IEPA will make an advance payment of $25,000 to the Village upon the full execution of the professional engineering services proposal.

ALTERNATIVES:
1. Authorize the Village Manager to execute the proposal from Robinson Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the proposal from Robinson Engineering for a Lead Service Line Inventory in the not-to-exceed amount of $50,000.

BUDGET IMPACT:
50% of the grant funds will be paid in advance upon the Village's execution of the proposal and request to the IEPA. Reimbursement for the remaining 50% will be upon project completion.

ACTION REQUIRED:
Motion to authorize the Village Manager to execute the proposal from Robinson Engineering of Itasca, Illinois for a Lead Service Line Inventory in the not-to-exceed amount of $50,000.

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

Consider an Ordinance Amending Chapter 16 - Construction and Maintenance of Facilities in the Public Rights-of-Way of the Village of Palatine's Code of Ordinances

BACKGROUND:
With modernizations to our right-of-way permitting application and review process, a review was made to Chapter 16. Additional cleanup was completed to address nursery and tree management standards and abatement of dangerous trees.

KEY ISSUES:
- Permit application and review will be exclusively through the Village's electronic software system.
- The American Standard for Nursery Stock (ANSI Z60.1), tree care management standards (ANSI A300), and the Village's Deciduous Parkway Tree Specifications are now incorporated.
- The timeframe for property owners to abate a dangerous tree or limb is clarified to be within 10 days upon notice.

ALTERNATIVES:
. Approve the ordinance amending Chapter 16.
. Do not approve the ordinance amending Chapter 16.

RECOMMENDATION:
Staff recommends approval of the text amendments.

ACTION REQUIRED:
Motion to approve the Ordinance Amending Chapter 16 of the Village's Code of Ordinances.

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

Consider a Resolution for Salt Creek Park District to use Frontage Road for their Twin Lakes Aquathon on Sunday, June 23, 2024

BACKGROUND:
The Salt Creek Rural Park District was formed in 1956 and operates under the Park District Code of Statutory Laws which directly governs the power, duties, and purposes relating to park districts in the State of Illinois. The district provides recreation and leisure services to the residents that live within the corporate boundaries of the district and would like to host an Aquathon, on June 23, 2024, for residents. The Aquathon includes a 5K, which will include use of Frontage Road, an IDOT street.

KEY ISSUES:
- For municipalities, a resolution is acceptable in lieu of securing a surety bond for each permit. IDOT allows resolutions to be enacted for periods of two years.
- Enacting a two year resolution will save time and effort, as well as reduce the paperwork associated with an annual resolution.

ALTERNATIVES:
1. Adopt the resolution for a period of two years from March 1, 2021 through February 28, 2023.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends adoption of the Resolution for Construction on State Highways with IDOT from March 1, 2021 through February 28, 2023.

ACTION REQUIRED:
Motion to adopt the Resolution for Construction on State Highways with IDOT from March 1, 2021 through February 28, 2023.

ATTACHMENTS:
- Resolution for IDOT for Aquathon

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

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE CLOSURE OF FRONTAGE ROAD, BETWEEN WINSTON AND CLARK DRIVE, IN THE VILLAGE OF PALATINE, FOR THE SALT CREEK PARK DISTRICT'S TWIN LAKES AQUATHON ON SUNDAY, JUNE 23, 2024

WHEREAS, the Salt Creek Park District is sponsoring the Twin Lakes Aquathon in the Village of Palatine, IL and;

WHEREAS, this Aquathon will require the temporary closure of Frontage Road in the Village of Palatine, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as runs, parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Palatine, Cook County, Illinois, that permission is requested to close Frontage Road, between Winston and Clark Drive, on Sunday, June 23, 2024 from 7:30 a.m. to 9:30 a.m. for the Twin Lakes Aquathon of the Illinois Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, Palatine Police Officers will be stationed at the intersections and will direct traffic as appropriate; and

Attachment: Resolution for IDOT for Aquathon (IDOT Resolution -Salt Creek Park District use Frontage Road (CA))

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the Salt Creek Park District assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

DATED: This _____day of _____, 2024

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

APPROVED by me this _____day of _____, 2024

_____

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this ____ day of _____, 2024

_____

Village Clerk

Attachment: Resolution for IDOT for Aquathon (IDOT Resolution -Salt Creek Park District use Frontage Road (CA))

Consider a Motion Adopting the Village of Palatine's Official 2024 Zoning Map

BACKGROUND:
The Village of Palatine is required to annually update the Village's Official Zoning Map. This is done to ensure the map reflects any zoning changes that occurred during the previous year. The 2024 Village of Palatine Official Zoning Map accurately reflects the current zoning of all properties within the Village as of December 31, 2023.

Motion Adopting the Village of Palatine's Official 2024 Zoning Map.

KEY ISSUES:
- The Zoning Map has been updated to reflect the current zoning of all properties within the Village of Palatine as of December 31, 2023.
- Each of the zoning changes reflected on the map were previously approved by the Village Council in conjunction with formal development or rezoning applications.

ALTERNATIVES:
1. Approve the Adoption of the 2024 Zoning Map.
2. Refer back to Staff.

RECOMMENDATION:
Staff recommends approval of the Village's Official 2024 Zoning Map.

ACTION REQUIRED:
Consider a motion approving the Village's Official 2024 Zoning Map.

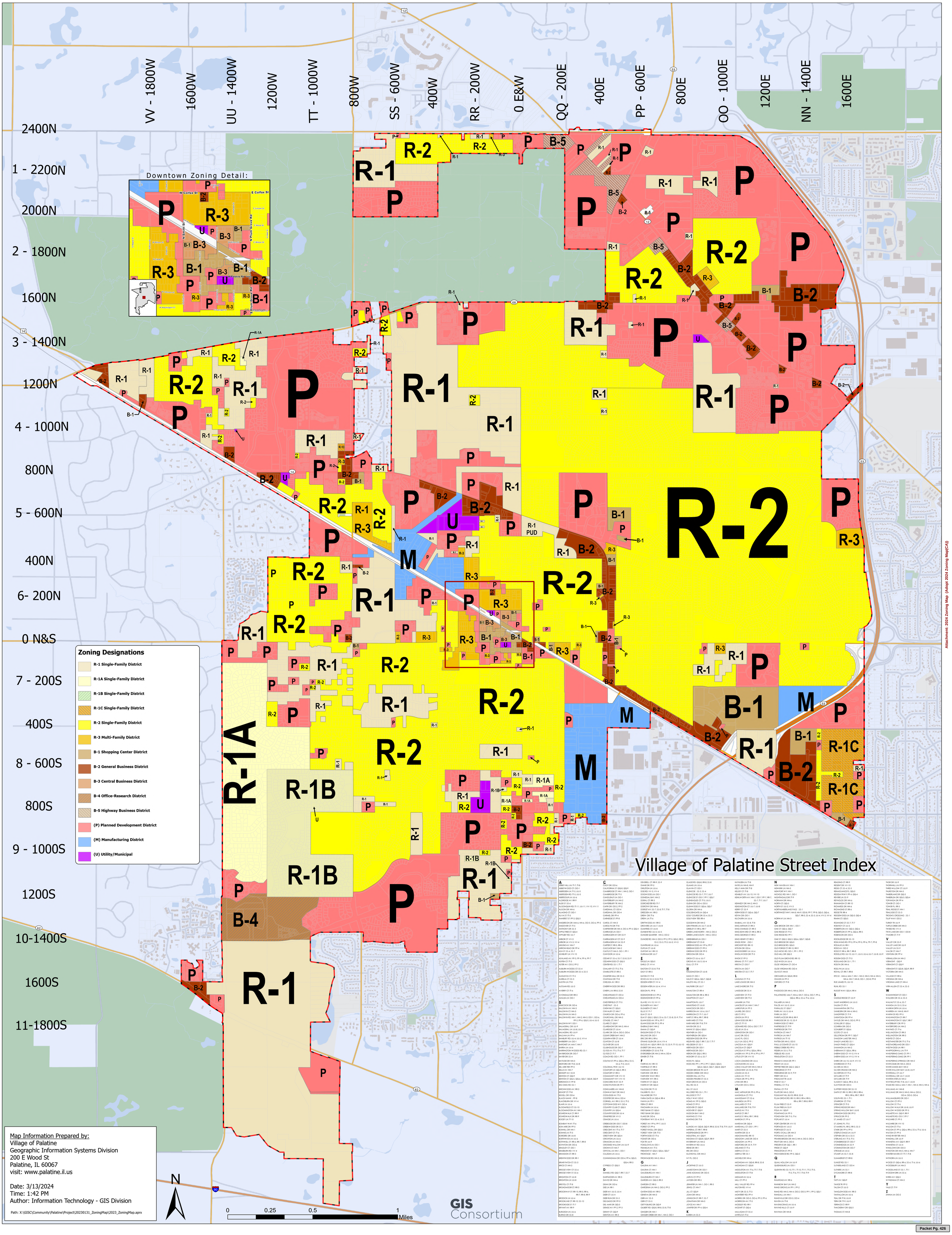
ATTACHMENTS:

- 2024 Zoning Map

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

VILLAGE OF PALATINE Est. 1866

2024 Official Zoning Map



Map Information Prepared by:
Village of Palatine
Geographic Information Systems Division
200 E Wood St
Palatine, IL 60067
visit: www.palatine.il.us

Date: 3/13/2024
Time: 1:42 PM
Author: Information Technology - GIS Division

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Attachment: 2024 Zoning Map (Adopt 2024 Zoning Map(CA))