VILLAGE OF PALATINE

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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

AGENDA

MARCH 10, 2025

Regular Meeting **7:00 PM**

I. ROLL CALL

II. PLEDGE TO THE FLAG

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - March 3, 2025

IV. MAYOR'S REPORT

1. As Submitted

V. RECESS TO THE COMMITTEE OF THE WHOLE

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. 1400 W. Algonquin Road (Council District: Two)

   A. Consider an Ordinance Granting a Minor Special Use Amendment for the Pride of Palatine and Urban Counter Restaurant at 1400 W. Algonquin Road

   B. Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Urban Counter Located at 1400 W. Algonquin Road

2. Consider an Ordinance Granting a Special Use Transfer for the Continued Operation of a Package Liquor Store at 741 W. Palatine Road (Council District: Two)

3. Consider an Ordinance Granting a Special Use for a Side Yard Setback Reduction at 1101 S. Smith Street (Council District: Two)

4. As Submitted

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. Consider an Ordinance Authorizing the Village Manager to Execute a Redevelopment Agreement Between the Village of Palatine, M & K Automotive Inc., and 1400 Dundee, LLC for the Property at 1400 E. Dundee Road (Council District: Five)

2. As Submitted

C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. Consider a Motion to Award a Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility for 2025

2. As Submitted

D. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. Consider a Resolution to Authorize an Intergovernmental Agreement Between the Village of Palatine and the Illinois Public Works Mutual Aid Network for Mutual Aid and Assistance

2. Consider a Motion to Waive Night Construction Restrictions for the Salt Creek Streambank Stabilization Project (Council District: Four)

3. As Submitted

E. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

VII. RECONVENE THE VILLAGE COUNCIL MEETING

VIII.CONSENT AGENDA

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

1. Consider an Ordinance Granting a Minor Special Use Amendment for the Pride of Palatine and Urban Counter Restaurant at 1400 W. Algonquin Road (Council District: Two)

2. Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Urban Counter Located at 1400 W. Algonquin Road (Council District: Two)

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4. Consider an Ordinance Granting a Special Use for a Side Yard Setback Reduction at 1101 S. Smith Street (Council District: Two)

5. Consider an Ordinance Authorizing the Village Manager to Execute a Redevelopment Agreement Between the Village of Palatine, M & K Automotive Inc., and 1400 Dundee, LLC for the Property at 1400 E. Dundee Road (Council District: Five)

6. Consider a Motion to Award a Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility for 2025

7. Consider a Resolution to Authorize an Intergovernmental Agreement Between the Village of Palatine and the Illinois Public Works Mutual Aid Network for Mutual Aid and Assistance

8. Consider a Motion to Waive Night Construction Restrictions for the Salt Creek Streambank Stabilization Project (Council District: Four)

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XI. CLOSED SESSION AS REQUIRED

XII. RECOGNITION OF AUDIENCE

XIII. ADJOURNMENT

VILLAGE OF PALATINE

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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

MARCH 3, 2025

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

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

II. PLEDGE TO THE FLAG

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

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - February 18, 2025 **- Accepted**

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

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz announced upcoming events:

Thursday, March 6: 12 PM - 6 PM
Community Blood Drive
Village Hall Community Room B

Wednesday, March 19: 7 PM - 9 PM
District 1 and; 2 Advisory Meeting - Hosted by Councilman Millar and Councilman Lamerand
Village Hall Council Chambers

Wood Mulch Delivery Program
The Public Works Department has started taking appointments for their Wood Mulch Delivery Program. Appointments are on a first-come, first-served basis and fill quickly. To schedule an appointment, please call the Public Works Department.

V. RECESS TO THE COMMITTEE OF THE WHOLE

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

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

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. Consider a Motion Approving a Minor Amendment to the Deer Grove Centre Planned Development to Permit Electric Charging Stations Within the Interior Parking Lot of the Shopping Center **- Approved by Voice Vote** (Council District: Three)

   Planning & Zoning Director Ben Vyverberg recommended approval of the Minor Amendment to the Deer Grove Centre Planned Development to allow the installation of four electric charging stations within the existing parking spaces of the shopping center which has more spaces than required by code.

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

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

2. Consider an Ordinance Granting a Variance from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow Commonwealth Edison to Install a New Utility Pole in the Right-of-Way in Front of 548 West Northwest Highway **- Motion Carried by Voice Vote** (Council District: Six)

   To improve reliability and system performance for ComEd customers, Public Works Director Matt Barry recommended approval of a variance from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to allow ComEd to install a new utility pole in front of 548 West Northwest Highway.

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

3. Consider an Ordinance Granting a Variance from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow Commonwealth Edison to Install Three New Utility Poles, One in the East Dundee Road Right-of-Way and Two on the Property of 1385 E. Dundee Road **- Motion Carried by Voice Vote** (Council District: Five)

   Public Works Director Matt Barry presented ComEd's request to install three new utility poles, one in the Dundee Road right-of-way and two on the property at 1385 E. Dundee Road, to provide a location to tie in the solar array for 1385 E. Dundee Road.

   Mayor Schwantz asked the representative from ComEd to come to the podium and thanked him for helping to follow up on items on the agenda. He then asked him to address items not on the agenda, requesting that he follow up on those items before any other ComEd matters come before the Council. Joseph Turnage, ComEd Representative, stated that the size of the proposed equipment is large and the Village can expect to see more. These receptors will be installed on the roof.

   Councilman Helms stated that we want to bury as much as possible to relieve the unsightly intrusion of equipment.

   Joseph Turnage replied that public utility needs must be accomplished at the lowest cost.

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

RESULT:	**MOTION CARRIED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Falkenberg, Kozlowski, Helms

4. As Submitted **-**

   Nothing was submitted.

B. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. Consider a Motion to Approve the Purchase of Replacement Parkway Trees in 2025 and 2026 **- Approved by Voice Vote**

   To begin the Silver Maple Reduction Program, Public Works Director Matt Barry recommended authorizing the Village Manager to execute the proposal from Goodmark Nurseries, LLC, Wonder Lake, Illinois for purchasing parkway trees in 2025 and 2026.

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

2. Consider a Motion to Accept a Perpetual Sanitary Sewer Easement at 625 W. Palatine Road **- Approved by Voice Vote** (Council District: Two)

   To accept ownership of the sewer mains, Public Works Director Matt Barry recommended accepting the perpetual easement at 625 W. Palatine Road.

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

3. Consider a Motion to Accept Perpetual Storm Sewer Easements at 1340 E. Gloria Drive, 1332 E. Gloria Drive, and 315 S. Benton Street **- Approved by Voice Vote**

   To accept ownership of the sewer mains, Public Works Director Matt Barry recommended acceptance of perpetual storm sewer easements at 1340 and 1332 E Gloria Drive and 315 S. Benton Street.

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

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

4. As Submitted -

Nothing was submitted.

C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

Councilman Lamerand recommended to table the concept of allowing dogs in outdoor eating areas.

Councilman Myslinski agreed and Village Manager Reid Ottesen stated that we will watch for interest.

D. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

Nothing was submitted.

E. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

Mayor Schwantz reported on the State of the Village Address and noted that the concerns for the Bears in Arlington Heights is a neutral issue at this point. We are cautiously optimistic and will stick up for our residents. If it does shift back to the Arlington Heights location, we will be cautious and well aware of the impacts.

Village Manager Reid Ottesen stated the PowerPoint is on the website.

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

VII. RECONVENE THE VILLAGE COUNCIL MEETING

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

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

VIII.CONSENT AGENDA

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

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

1. Consider a Motion to Approve Warrant 2025 #5 **- Approved**

2. Consider a Motion Approving a Minor Amendment to the Deer Grove Centre Planned Development to Permit Electric Charging Stations Within the Interior Parking Lot of the Shopping Center **- Approved** (Council District: Three)

3. Consider an Ordinance Granting a Variance from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow Commonwealth Edison to Install a New Utility Pole in the Right-of-Way in Front of 548 West Northwest Highway **- Approved** (Council District: Six)

   Ordinance #O-16-25

4. Consider an Ordinance Granting a Variance from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow Commonwealth Edison to Install Three New Utility Poles, One in the East Dundee Road Right-of-Way and Two on the Property of 1385 E. Dundee Road **- Approved** (Council District: Five)

   Ordinance #O-17-25

5. Consider a Motion to Approve the Purchase of Replacement Parkway Trees in 2025 and 2026 **- Approved**

6. Consider a Motion to Accept a Perpetual Sanitary Sewer Easement at 625 W. Palatine Road **- Approved** (Council District: Two)

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

7. Consider a Motion to Accept Perpetual Storm Sewer Easements at 1340 E. Gloria Drive, 1332 E. Gloria Drive, and 315 S. Benton Street **- Approved**

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted **-**

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted **-**

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted **-**

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted **-**

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted **-**

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted **-**

No Report

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

X. REPORTS OF THE VILLAGE OFFICERS – Time: 7:19 PM

A. VILLAGE MANAGER

1. As Submitted -

   No Report

B. VILLAGE CLERK

1. As Submitted -

   No Report

C. VILLAGE ATTORNEY

1. As Submitted -

   No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 7:19 PM

Roman Golash, Palatine, asked if the Bears do come to Arlington Heights and our infrastructure cannot accommodated this, do we have any veto power?

Village Manager Reid Ottesen reiterated the Mayor's view, that we are working closely with Arlington Heights to protect the area at large. Our primary concern is infrastructure. We have an outstanding relationship with the current Arlington Heights Administration. Everything we can control, we will control.

Hugh Brady, Inverness, Kelly Swierczek, Palatine, and Chelsie Barnes, addressed the referendum to create a Mental Health Board to conduct an assessment in the area regarding mental health needs and substance abuse issues. The board will not provide services, but will seek grants to fund services. Students need mental health support to be able to learn successfully in school. We want to meet the students' needs. Suburban Cook County is at a loss for mental health services and access to substance abuse services. One in ten students contemplated suicide according to a recent survey.

Councilman Kozlowski clarified that the referendum is binding.

Joyce Slauk and Patti Hand, Palatine, expressed their support of the referendum to create a community mental health board.

Linda Crest, Palatine, stated she supports the referendum, noting that Northwest Community Hospital has eliminated the mental health program.

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

XIII.ADJOURNMENT – TIME: 7:31 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, Falkenberg, Kozlowski, Helms

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Mar 3, 2025 7:00 PM (APPROVAL OF MINUTES)

Consider an Ordinance Granting a Minor Special Use Amendment for the Pride of Palatine and Urban Counter Restaurant at 1400 W. Algonquin Road

BACKGROUND:
The Pride of Palatine gas station, car wash, and quick service restaurant were approved in 2016. As part of Pride's approval, it also received a class B-4 liquor license allowing for the sale of packaged beer, wine, and spirits within the convenience store. The current on-premise restaurant, Urban Counter, has applied for a Class G beer and wine license for the restaurant's customers (only within the restaurant portion of the building). Therefore, the Petitioner is requesting approval of the following:

> **A Minor Special Use Amendment to allow the existing restaurant to offer the sale of beer and wine to restaurant customers.**

KEY ISSUES:
- The Pride of Palatine operates a restaurant, Urban Counter, within the building, but it operates separately from the convenience store. The Urban Counter restaurant has a separate point of sale system, and all restaurant sales are tallied separately from the convenience store.
- As part of their business operations, the Pride, through its Urban Counter restaurant, has applied for a pouring license (Class G Beer and Wine License) to allow beer and wine sales for the Urban Counter restaurant for consumption on premise. The restaurant portion of the development was approved as part of the overall Planned Development and Special Use for the site.
- The proposal would allow restaurant patrons to consume beer and wine in conjunction with the restaurant's dining menu. The Petitioner indicated that an interior sign would note the typical four beer types and three wine types available for consumption within the restaurant. All beer and wine sold would be poured directly from a can or bottle, with all consumption confined to the existing restaurant seating and dining area.
- All beer and wine consumed in the restaurant would be processed solely through the restaurant's point of sale system and separate from the convenient store's sales. There could be no package sales transacted at the Urban Counter point of sale register.

ALTERNATIVES:
. Approve the Minor Special Use Amendment to allow a beer/wine pouring license . for the existing restaurant within the Pride of Palatine.
. Do not approve the Minor Special Use Amendment to allow a beer/wine pouring license for the existing restaurant within the Pride of Palatine.

RECOMMENDATION:
Staff recommends approval of the Minor Special Use Amendment.

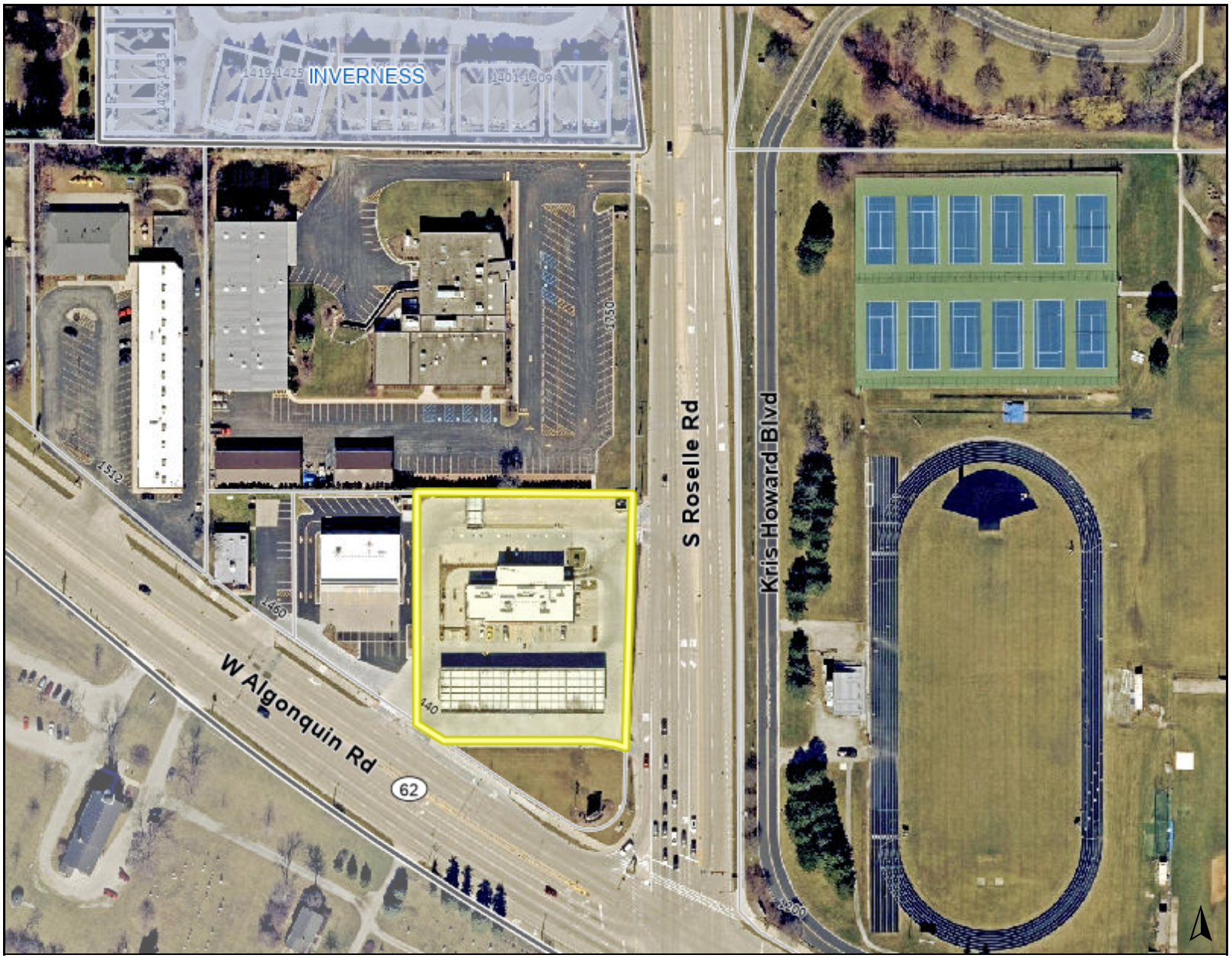
ACTION REQUIRED:
A motion to approve the Minor Special Use Amendment for the Pride of Palatine and Urban Counter restaurant.

ATTACHMENTS:

- Aerial Map - Pride of Palatine
- ORD - MSUA18740
- EXHIBIT - Pride of Palatine Transmittal Ltr and current floorplan requesting a Minor Special Use Amendment
- Pride of Palatine - Urban Counter menu
- Special Use Ordinance - The Pride - Urban Counter

GISConsortium

Pride of Palatine - 1440 W. Algonquin Road



Legend

0 300 600 ft

Print Date: 2/5/2025

Notes

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

Attachment: Aerial Map - Pride of Palatine (1400 W. Algonquin Road - Minor Special Use Amendment)

ORDINANCE NO._____

AN ORDINANCE APPROVING A MINOR AMENDMENT TO SPECIAL USE ORDINANCE #O-62-16 1400 W. ALGONQUIN ROAD (PRIDE OF PALATINE – URBAN COUNTER)

WHEREAS, Ordinance #O-62-16 granted a Special Uses for a convenience store, gas station, and car wash, including a quick service restaurant, for the property commonly known as 1400 W. Algonquin Road; and

WHEREAS, pursuant to Section 14.05 in Appendix A of the Village of Palatine Code of Ordinances a Minor Amendment to the Special Use approved per Ordinance #O-62-16 for an amendment to the business plan to allow a beer/wine pouring license for the restaurant, may be approved with the review and consent of the Village Council; and

WHEREAS, since the Village Council did meet on March 10, 2025 to review the Minor Special Use Amendment and it was the recommendation of the Village Council that the business plan amendment be approved, subject to the recommended conditions.

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

SECTION 1: That a Minor Amendment to the Special Use granted by Ordinance #O-62-16, as amended, is hereby granted, subject to the following conditions:

1. **The Minor Special Use shall substantially conform to the amended business plan, attached hereto as the Pride Stores INC. January 6, 2025 transmittal letter, except as such plans may be changed to conform to Village of Palatine Codes and Ordinances.**

2. **The quick service restaurant shall obtain a separate Village of Palatine business license.**

Attachment: ORD - MSUA18740 (1400 W. Algonquin Road - Minor Special Use Amendment)

SECTION 2: **All conditions of Special Use Ordinance #O-62-16, as amended, shall remain in full force and effect.**

DATED: This _____day of _____, 2025

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

APPROVED by me this _____day of _____, 2025

_____
Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk

this ____ day of _____, 2025

_____
Village Clerk

Attachment: ORD - MSUA18740 (1400 W. Algonquin Road - Minor Special Use Amendment)

The PRIDE Stores, Inc.
30W180 Butterfield Road
Warrenville, IL 60555
O: (630) 791-8282
F: (630) 791-8283

January 6, 2025

Village of Palatine
Dept. of Planning and Zoning
200 E. Wood Street
Palatine, IL 60067-5339

Re: Zoning Amendment Request
1400 W. Algonquin Road
Transmittal Letter

To Whom it May Concern:

The PRIDE Stores, Inc. ("PRIDE") currently operates a total of eighteen gasoline stations/convenience stores ("STORES") in the Chicagoland area. Ten of these eighteen stores share space with a quick-serve restaurant ("QSR"). Six of these QSRs are known as Urban Counter (offering dogs, burgers and salads), and the remaining four are known as Taco Urbano (offering tacos, burritos, guacamole and other Mexican-American fare). PRIDE operates each of these STORES and each attached QSR. PRIDE also operates one additional Urban Counter QSR which does not share space with an attached STORE. Currently, PRIDE holds a license to serve beer and wine at four of these QSRs.

One of the seven Urban Counters is the QSR currently in operation at our PRIDE of Palatine station located at 1400 W. Algonquin Road ("Location"), the subject of this amendment request. This letter is submitted as a supplement to a related Liquor License Application requesting a Class G pouring license to allow for the sale of beer and wine to patrons of our Urban Counter QSR for consumption at the QSR (onsite) at this Location.

The PRIDE Stores, Inc. currently holds an active Class B-4 license allowing for the sale of packaged beer/wine/spirits to patrons of the convenience store at the Location. Every one of the QSRs operated by PRIDE is operated separately from the attached convenience store. Each has its own point-of-sale ("POS") system, and sales of the QSR are tallied and recorded separately from the attached convenience store for accounting and other purposes.

All sales of packaged beer/wine/liquor sold from the convenience store currently operating under the class B-4 license will be purchased from the register/POS system at the convenience store. Similarly (provided that our class G liquor license application is approved), all sales of beer purchased for consumption on-premises at the QSR would be purchased from the register/POS system at the QSR. No patrons will be permitted to

Attachment: EXHIBIT - Pride of Palatine Transmittal Ltr and current floorplan requesting a Minor Special Use Amendment (1400 W. Algonquin

The PRIDE Stores, Inc.
30W180 Butterfield Road
Warrenville, IL 60555
O: (630) 791-8282
F: (630) 791-8283

purchase packaged beer/wine/liquor from the convenience store and consume said purchase on location at the QSR.

No other aspects of our currently-operating QSR at our Palatine location will be changed. The menu would remain unchanged. Hours of operation would remain unchanged. Number of employees would remain unchanged. A sign, possibly chalkboard type, or a monitor display within the QSR space at the Location would likely show the different beers and wines available for consumption at the QSR, which would number approximately four different beers, and approximately three different wines, at a given time.

No additional tap equipment would be added to the Location at this time. Any beer or wine served would be poured directly from a can or bottle. Attached hereto is the current floorplan of the Location, and the space dedicated to the QSR. No exterior changes to the Location are planned.

The underlying real estate at the Location is owned by CIMA Developers, an Illinois limited partnership, and an affiliate of PRIDE. PRIDE is the active license holder for the business license and the liquor license, and is the operator of the convenience store and the QSR.

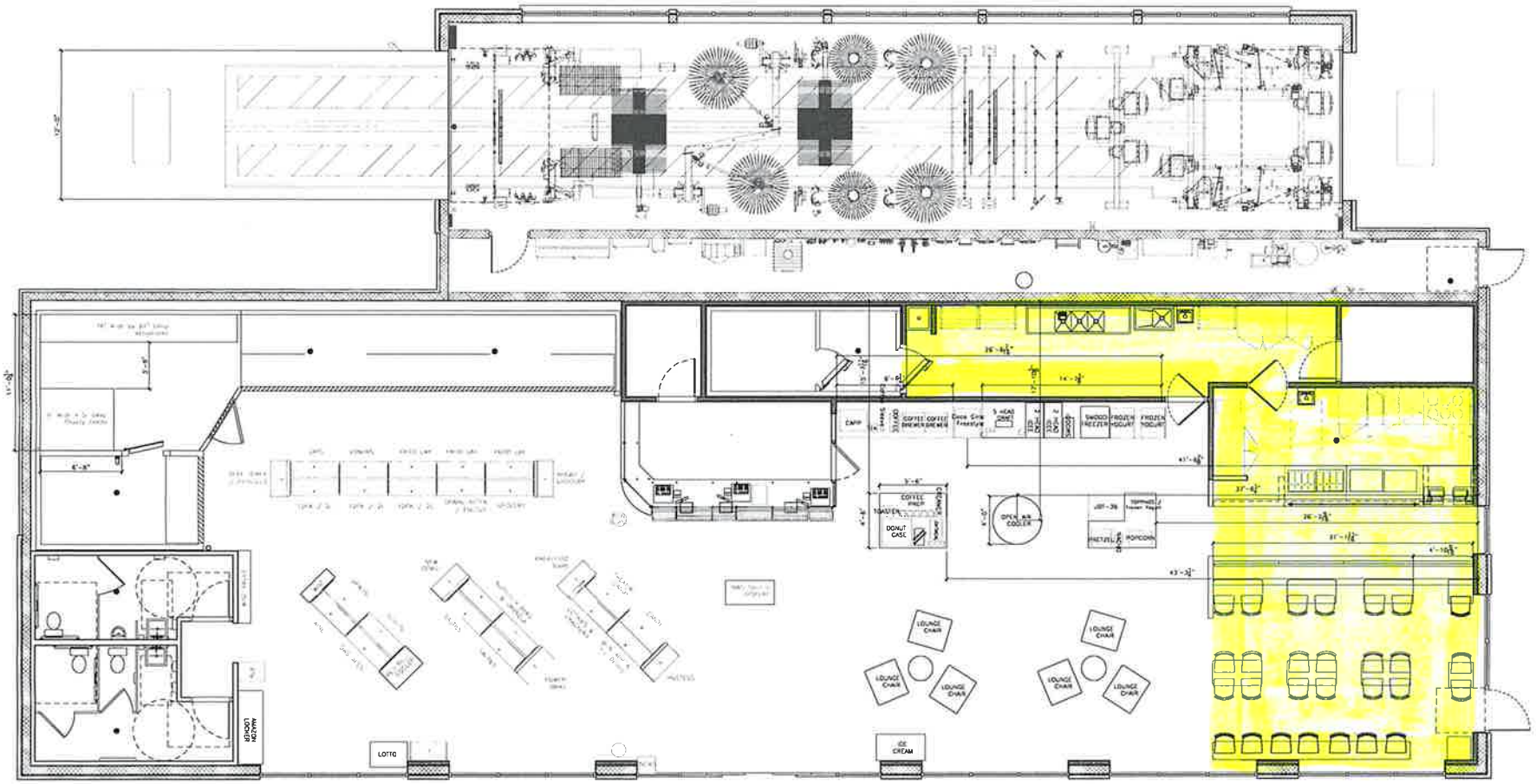
I appreciate your time and consideration.

Sincerely,

Brian G. Boylan
Corporate Counsel

BGB/bb
Encl.

Attachment: EXHIBIT - Pride of Palatine Transmittal Ltr and current floorplan requesting a Minor Special Use Amendment (1400 W. Algonquin



Space designated to QSR highlighted in yellow.

01 - C-STORE PLAN
3/16" = 1'-0"

Attachment: EXHIBIT - Pride of Palatine Transmittal Ltr and current floorplan requesting a Minor Special Use Amendment (1400 W. Algonquin

HOT DOGS & SAUSAGES

Proudly Serving Vienna Beef Dogs and Sausages

CHICAGO DOG Reg 3.99 Jumbo 4.99
Vienna Beef Hot Dog | Tomotoes | Onions | Sweet Relish | Mustard | Pickle Spear | Sport Peppers | Celery Salt | Poppy Seed Bun

CHILI CHEESE DOG Reg 4.99 Jumbo 5.99
Vienna Beef Hot Dog | Chili | Shredded Cheese | Onions Poppy Seed Bun

FRIED BACON DOG Reg 5.49 Jumbo 6.49
Vienna Beef Hot Dog | Wrapped in Bacon | Carmelized Onions Roasted Jalepenos | Ketchup | Mustard | Mayo Poppy Seed Bun

MAXWELL ST POLISH Jumbo 5.99
Vienna Beef Polish Sausage | Carmelized Onions | Mustard Sport Peppers | Poppy Seed Bun



URBAN COUNTER SPECIALITIES | URBANCOUNTER.COM



BURGERS

MAKE ANYTHING A COMBO!
SMASH BURGER OPTION AVIALABLE

CHEESE CURD BURGER* 10.99
1/2lb Hand Pressed Steak Burger | Cheese Curds | Grilled Bacon Mixed Greens | Garlic Aioli | Pretzel Bun

WESTERN BURGER* 9.99
1/2lb Hand Pressed Steak Burger | Cheddar Cheese | Grilled Bacon Onion Rings | Roasted Jalapeños | BBQ Sauce | Brioche Bun

BLUE CHEESEBURGER* 9.99
1/2lb Hand Pressed Steak Burger | Blue Cheese | Bacon Jam Mix Greens | Brioche Bun

MUSHROOM BURGER* 9.99
1/2lb Hand Pressed Steak Burger | Swiss Cheese | Roasted Mushrooms Caramelized Onions | Grain Mustard Brioche Bun

PATTY MELT* 8.99
1/2lb Hand Pressed Steak Burger | Swiss Cheese Caramelized Onions Everything Sauce | Sourdough

THE CLASSIC* 8.99
1/2lb Hand Pressed Steak Burger | Lettuce | Tomato | Red Onion Pickles | Ketchup | Mustard | Mayo

SOUTHWEST BLACK BEAN BURGER* 8.49
Made In House Black Bean Burger | Provolone Cheese | Lettuce Pico de Gallo | Chipotle Ranch | Brioche Bun

TURKEY BURGER 8.99
Made In House Turkey Burger | Swiss Cheese | Lettuce | Tomato Red Onion | Pickles | Honey Mustard | Mayo

BURGER MINI 2.79
Hand Pressed Steak Burger | American Cheese | Ketchup Pickle | Homestyle Bun

CHICKEN MINI 2.79
Grilled or Fried | Lettuce | Tomato | Mayo | Home Style Bun

ANY 3 MINIS 7.99
Mix and Match

Double Meat* 3.49 | Fried Egg* 1.00 | Bacon 1.50 | Pretzel Bun .79
Make It A Bowl

*These items are cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illinis.

SANDWICHES & M

MAKE ANY SANDWICH A WRAP!
CHOOSE FROM FLOUR, WHEAT OR SPINAC

URBAN CLUB 8
Grilled Chicken Breast | Provolone Cheese | Crispy Bacon Lettuce | Pico de Gallo | Avocado | Everything Sauce

TURKEY CLUB 8
Smoked Turkey | Swiss Cheese | Grilled Bacon | Lettuce Tomato | Mayo | Avocado | Wheat Bread

BUFFALO CHICKEN SANDWICH 7
Fried Chicken Tenders Dipped in Buffalo Sauce | American Ch Lettuce | Tomato | Pickles | Ranch | Brioch Bun

CHICKEN SANDWICH 7
Grilled or Fried | Provolone Cheese | Lettuce | Tomato Mayo | Brioche Bun

GRILLED CHEESE Add Bacon for 1.50 3
American, Cheddar, Provolone or Swiss Cheese White, Wheat, or Sour Dough

TUNA SALAD SANDWICH
Tuna Salad | Swiss Cheese | Lettuce | Tomato | Red Onions Pickles | House Vinaigrette | Wheat Bread

B.L.T.A
Grilled Bacon | Lettuce | Tomato | Avocado | Mayo | White

CHICKEN TENDERS 4-Piece 8.99 4-Piece
Dipped or Not. Your choice. Buffalo or BBQ.
Served with our House Made Everything Sauce!

SALADS

GRILLED CHICKEN, FRIED CHICKEN OR TUNA

MAKE ANY SALAD A WRAP! CHOOSE FRO FLOUR, WHEAT OR SPINACH

SOUTHWEST
Romaine Lettuce and Mixed Greens | Black Beans | Corn Avocado Crispy Tortilla Strips | Chipotle Dressing | Fresh Pico de Gallo

HARVEST
Cherry Tomatoes | Cucumbers | Blue Cheese | Dried Cranberries Toasted Almonds | Balsamic Vinaigrette

CHOPPED
Romaine Lettuce | Cherry Tomatoes | Cucumbers | Bacon Blue Cheese | Scallions | Balsamic Vinaigrette

CAESAR
Romaine Lettuce | Parmesan Cheese | Croutons
Creamy Caesar Dressing

6.A.1.A.d
Attachment: Pride of Palatine - Urban Counter menu (1400 W. Algonquin Road - Minor Special Use

BREAKFAST

BUILD YOUR OWN BREAKFAST SANDWICH

—4.49 —

Start with a HAND-CRACKED EGG* and choose one from each:

BREAD	MEAT	CHEESE
ENGLISH MUFFIN	GRILLED BACON	AMERICAN
PLAIN BAGEL	BREAKFAST SAUSAGE	CHEDDAR
WHITE OR WHEAT	HONEY HAM	PROVOLONE
SOUR DOUGH	TURKEY BACON	SWISS
BRIOCHE BUN		

CROISSANT 1.50 | HASH BROWNS 1.99

BREAKFAST SKILLET 7.99

2 Fried Eggs* | Cheddar Cheese | Sausage | Breakfast Potatoes Onions | Scallions

BREAKFAST BURRITO 6.49

2 Fried Eggs* | Cheddar Cheese | Grilled Bacon | French Fries Caramelized Onions | Black Beans | Avocado | Roasted Jalapeño

BREAKFAST CRUISER 6.49

Fried Egg* | Cheddar Cheese | Grilled Bacon Breakfast Sasuage Honey Ham | Caramelized Onions | Plain Bagel

AVOCADO TOAST 3.99

Thick Cut Multi-grain Toast | Avocado | Fried Egg* Cracked Black Pepper

*These items are cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illiness.



COFFEE & ESPRESSO

***HOT OR ICED, SELECT FLAVORS AVAILABLE**

EXTRA ESPRESSO SHOT .50

ESPRESSO	SINGLE .99		Double 1.49		
*AMERICANO	16oz 1.29	|	20oz 1.59		
*CAPPUCCINO	16oz 1.99	|	20oz 2.29		
*LATTE	16oz 1.29	|	20oz 2.29		
*MOCHA	16oz. 1.29	|	20oz 2.29		
*CHAI LATTE	16oz 1.29	|	20oz 1.39		
HOT CHOCOLATE	16oz 1.29	|	20oz 1.39		
*COFFEE	16oz 1.29	|	20oz 1.59	|	24oz 1.39

URBAN COUNTER SPECIALITIES | URBANCOUNTER.COM

SIDES

HOUSE FRIES	Regular 2.39		Large	2.89
TATER TOTS	Regular 2.39		Large	2.89

ADD CHEESE 1.29 | ADD CHILI 1.29

SWEET POTATO FRIES	Regular 3.99		Large	4.59
CHEESE CURDS				5.99
MOZZARELLA STICKS				4.99
ONION RINGS				4.99
FRUIT CUP				3.49
HOUSE SALAD				3.99

KIDS MENU

CHOOSE ONE MENU ITEM,
SIDE AND DRINK FOR 5.99
Upgrade drink to regular milkshake for 3.00

PLAIN HOT DOG
BURGER MINI
CHICKEN MINI (Grilled or Fried)
CHICKEN TENDERS (TWO)
GRILLED CHEESE

SIDES
HOUSE FRIES | TATER TOTS | KIDS FRUIT CUP

DRINK - 12 OZ
MILK | FOUNTAIN DRINK | CRAFT SODA

DRINKS & SHAKES

FOUNTAIN DRINK
20oz. 1.19 | 32oz. 1.39 | 44oz. 1.59

CRAFT SODA (Rotating Flavors)
20oz. 1.19 | 32oz. 1.39 | 44oz. 1.59

SHAKES Regular 3.99 Large 4.99
Oreo | Vanilla | Strawberry | Chocolate

Menu subject to change without notice

URBAN COUNTER
Dogs, Burgers, Salads

TO-GO MENU

Locations

St Charles . Palatine
Naperville . West Chicago
Hinsdale . Wheaton . Auror

Visit our website:
URBANCOUNTER.COM

Follow us at:
THEPRIDESTORES.COM

Attachment: Pride of Palatine - Urban Counter menu (1400 W. Algonquin Road - Minor Special Use

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

ORDINANCE NO. 0-62-16

AN ORDINANCE GRANTING SPECIAL USES FOR AN AUTOMOBILE LAUNDRY AND DRIVE THROUGH 1776 S. ROSELLE ROAD

Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on May 16, 2016

ORDINANCE NO. 0-62-16

AN ORDINANCE GRANTING SPECIAL USES FOR AN AUTOMOBILE LAUNDRY AND DRIVE THROUGH 1776 S ROSELLE ROAD

WHEREAS, upon petition of owners of said property, a public hearing was held by the Plan Commission on May 3, 2016 in accordance with the Zoning Ordinance of the Village of Palatine, in such cases made and provided, and said Zoning Board of Appeals having made its findings in a report to the Mayor and Village Council of the Village of Palatine regarding a request for a Special Use for an automobile laundry with drive through pursuant to Section 11.03 (d)(3) and 11.03 (d) (42) of the Palatine Zoning Ordinance, on the following legally described property:

Lot 4 in Homeire's Subdivision of part of the West half of the Northwest quarter of Section 33, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois except that part bounded and described as follows: Beginning at the Northeast corner of Lot 4; thence West along the Northline of Lot 4 a distance of 5 feet to a point; thence Southeasterly along a straight line, which is 5 feet West of and parallel with the East line of Lot 4 a distance of 196.73 feet to a point; thence Southwesterly line of said lot, said point being 75 feet Northwesterly of the Southeast corner of said lot; thence Northwesterly a distance of 234.57 feet to a point on said Southwesterly line of said lot, distance 360 feet Northwesterly of said Southeast corner; thence Southeasterly along said Southwesterly lot line to said Southeast corner; thence North along the East line of Lot 4 to the point of beginning, excepting therefrom that part taken by the Department of Transportation of the State of Illinois recorded January 27, 1999 as Document 99090884, described as follows:

Beginning at the Northeast corner of the above described tract as monumented and occupied (found ½" iron pipe 0.22 feet North, 0.52 feet East) said point being on the existing Westerly right of way line of Roselle Road; thence along an assumed bearing of South 00 degrees 03 minutes 56 seconds West a distance of

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

116.72 feet along the East line of the above described tract and along the said existing Westerly right of way line of Roselle Road; thence South 70 degrees 55 minutes 29 seconds West 62.75 feet along the Southeasterly line of aforesaid Lot 4 to the most Southerly corner thereof, said point being on the existing Northerly right of way line of Algonquin Road; thence North 60 degrees 36 minutes 13 seconds West 183.92 feet along said Northerly right of way line and along the Southwesterly line of said Lot 4; thence North 31 degrees 43 minutes 49 seconds East 31.14 feet to a point on a 3,093.18 foot radius curve, the center of circle of said curve bears North 33 degrees 33 minutes 27 seconds East from said point; thence Southeasterly along said curve 151.23 feet, central angle 02 degrees 48 minutes 04 seconds to a point on a 40.00 foot radius curve, the center of circle of said curve bears North 30 degrees 21 minutes 13 seconds East from said point, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence Easterly along said curve 83.70 feet, central angle 119 degrees 52 minutes 59 seconds to a point, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence North 01 degrees 36 minutes 39 seconds East 66.86 feet to a point on the North line of the above described tract; thence South 89 degrees 40 minutes 58 seconds East 13.20 feet along said North line to the point of beginning.

Commonly known as 1776 S. Roselle Road, Palatine, IL (tax ID #02-33-100-026 and 027)

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

SECTION 1: Special Use for a Unique Use to for a Special Use for an automobile laundry with drive through pursuant to Section 11.03 (d)(3) and 11.03 (d) (42) of the Palatine Zoning Ordinance is hereby granted, subject to the following condition(s):

1. The automobile laundry and drive through shall substantially conform to the Engineering plans prepared by DJA Civil Engineers and the Architectural plans prepared by Arch7, attached hereto and except as such plans may be changed to conform to Village Codes and Ordinances.
2. The final sign plan will be submitted in a manner acceptable to the Village of Palatine and should conform to the B -2 Regulations.

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

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

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

PASSED: This 16th day of May, 2016

AYES: 6 **NAYS:** 0 **ABSENT:** 0 **PASS:** 0

APPROVED by me this 16 day of May, 2016

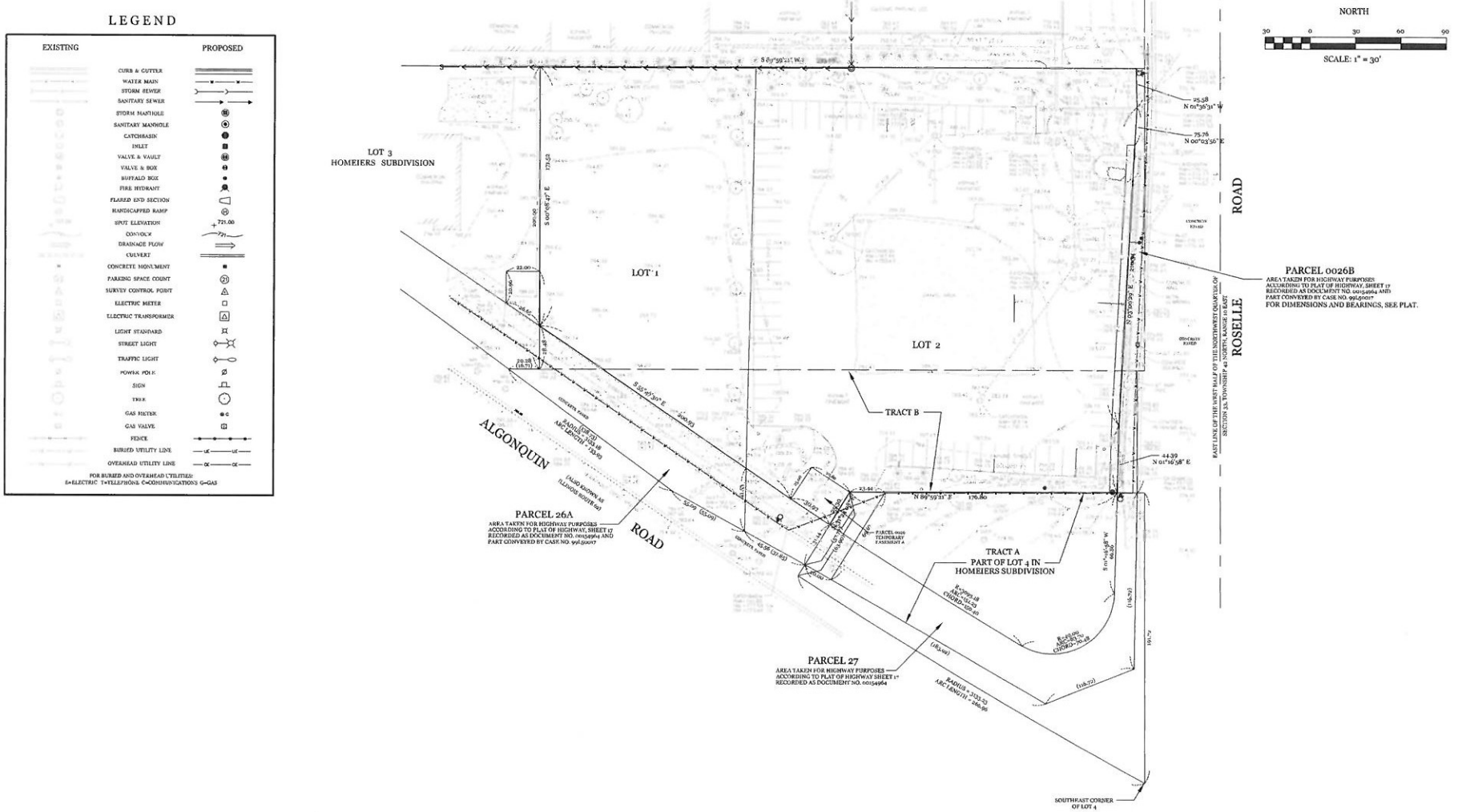
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 16th day of May, 2016

Village Clerk

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

THE PRIDE OF PALATINE
EXISTING CONDITIONS PLAN
1776 SOUTH ROSELLE ROAD, PALATINE, ILLINOIS



REVISIONS:					
DATE:	BY	DESCRIPTION	DATE:	BY	DESCRIPTION
01-07-15	D. J.	REVIEW			
01-12-15	D. J.	REVISED SITE PLAN			

DRAWN BY:	DJ	DATE:	01-07-15
CHECKED BY:	WDJ	DATE:	01-07-15
APPROVED BY:	WDJ	DATE:	01-07-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8000 fax. 630 752 9556
e-mail: DJA@DJAonline.net

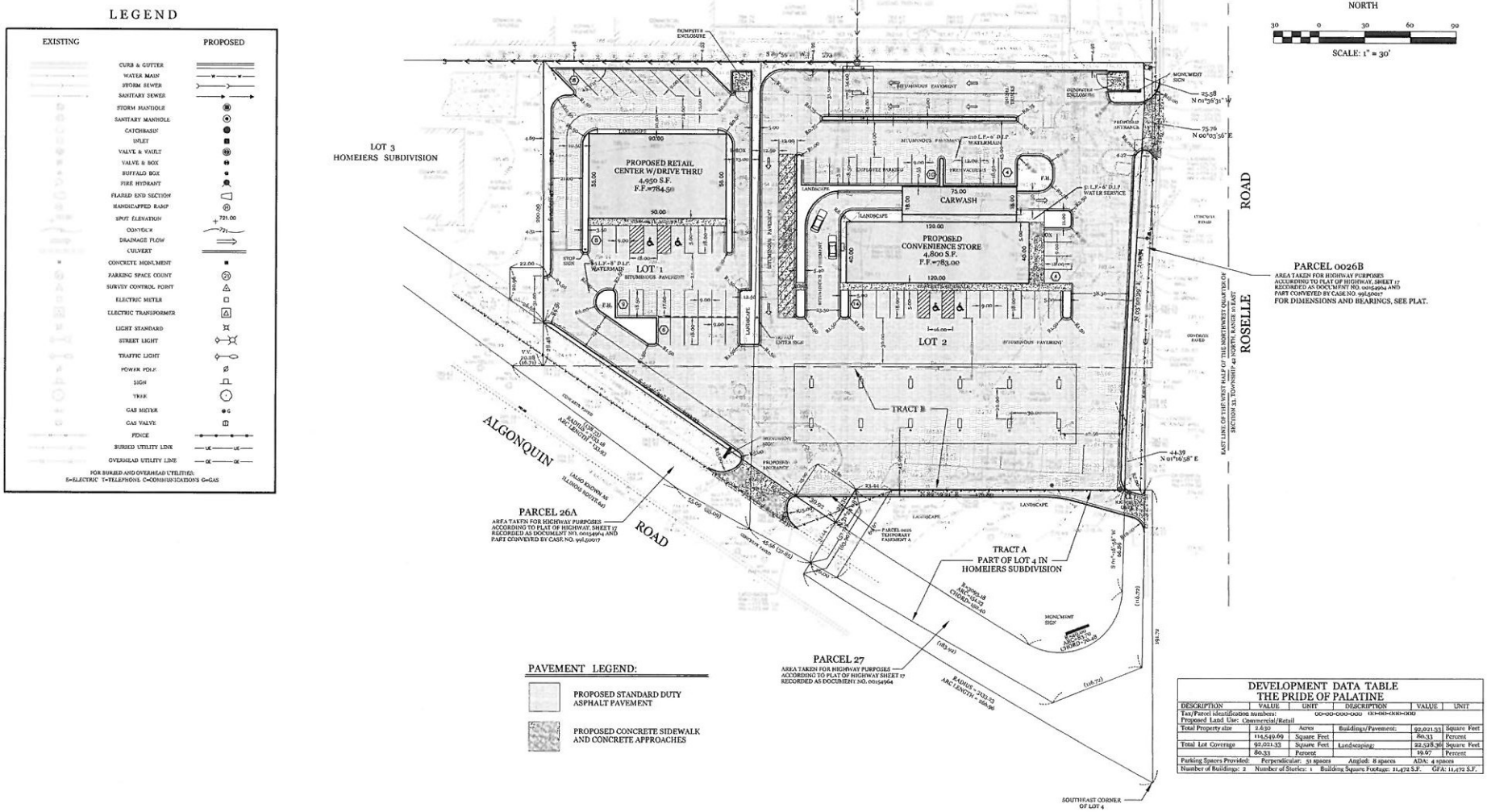
CLIENT: CIMA DEVELOPER'S, INC.
30W180 BUTTERFIELD ROAD
WARRENVILLE, ILLINOIS

TITLE: EXISTING CONDITIONS PLAN
THE PRIDE OF PALATINE
1776 SOUTH ROSELLE ROAD
PALATINE, ILLINOIS

SCALE: 1" = 30'
DATE: 01-07-15
JOB NO: 3644
SHEET 1 OF 4

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special

THE PRIDE OF PALATINE
PRELIMINARY GEOMETRIC PLAN
1776 SOUTH ROSELLE ROAD, PALATINE, ILLINOIS



DEVELOPMENT DATA TABLE
THE PRIDE OF PALATINE

DESCRIPTION	VALUE	UNIT	DESCRIPTION	VALUE	UNIT
Tax/Parcel identification numbers:			00-00-000-000 00-00-000-000		
Proposed Land Use: Commercial/Retail					
Total Property size	2.630	Acres	Buildings/Pavement:	92,021.33	Square Feet
	114,549.69	Square Feet		80.33	Percent
Total Lot Coverage	92,021.33	Square Feet	Landscaping:	22,528.36	Square Feet
	80.33	Percent		19.67	Percent
Parking Spaces Provided:	Perpendicular: 51 spaces		Angled: 8 spaces	ADA: 4 spaces	
Number of Buildings: 2	Number of Stories: 1		Building Square Footage: 11,472 S.F.	GFA: 11,472 S.F.	

REVISIONS:						
DATE:	BY:	DESCRIPTION:	DATE:	BY:	DESCRIPTION:
01-07-15	D.J.	REVIEW			
01-15-15	D.J.	REVISED SITE PLAN			

DRAWN BY:	DJ	DATE:	01-07-15
CHECKED BY:	WDJ	DATE:	01-07-15
APPROVED BY:	WDJ	DATE:	01-07-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
332 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fx. 630 752 9550
e-mail: DJA@DJAonline.net

CLIENT: CIMA DEVELOPER'S, INC.
30W180 BUTTERFIELD ROAD
WARRENVILLE, ILLINOIS

TITLE: GEOMETRIC PLAN
THE PRIDE OF PALATINE
1776 SOUTH ROSELLE ROAD
PALATINE, ILLINOIS

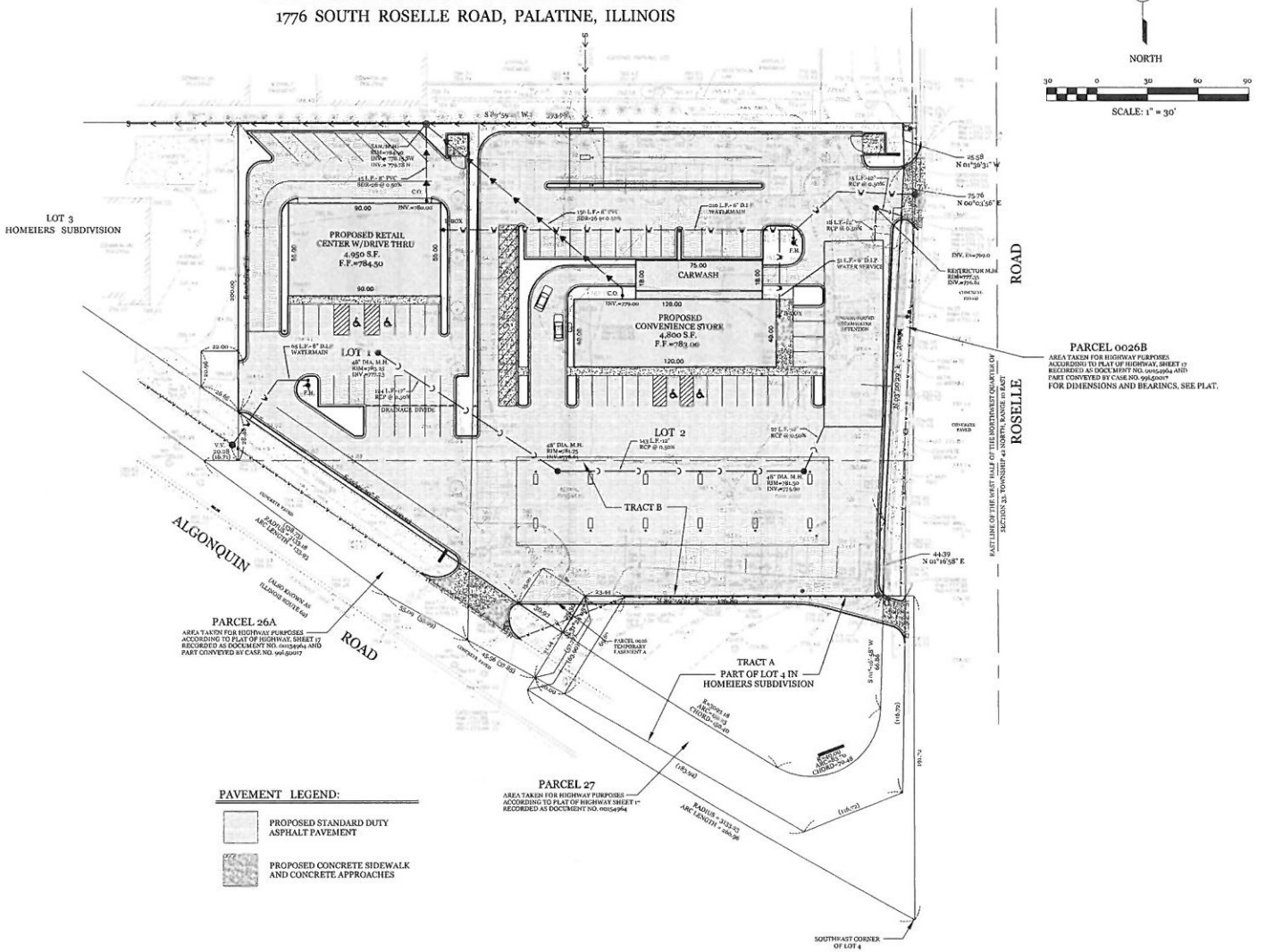
SCALE:	1" = 30'
DATE:	01-07-15
JOB NO:	3614
SHEET	2 OF 4

THE PRIDE OF PALATINE
PRELIMINARY UTILITY PLAN
1776 SOUTH ROSELLE ROAD, PALATINE, ILLINOIS

LEGEND

EXISTING		PROPOSED
	CURB & GUTTER	
W	WATER MAIN	W
S	STORM SEWER	S
SS	SANITARY SEWER	SS
	STORM MANHOLE	
	SANITARY MANHOLE	
	CATCHBASIN	
	INLET	
	VALVE & VAULT	
	VALVE & BOX	
	BUFFALO BOX	
	FIRE HYDRANT	
	FLARED END SECTION	
	HANDICAPPED RAMP	
721.00	SPOT ELEVATION	721.00
721	CONTOUR	721
	DRAINAGE FLOW	
	CULVERT	
	CONCRETE MONUMENT	
21	PARKING SPACE COUNT	
	SURVEY CONTROL POINT	
	ELECTRIC METER	
	ELECTRIC TRANSFORMER	
	LIGHT STANDARD	
	STREET LIGHT	
	TRAFFIC LIGHT	
	POWER POLE	
	SIGN	
	TREE	
	GAS METER	G
	GAS VALVE	
	FENCE	
UE	BURIED UTILITY LINE	UE
OE	OVERHEAD UTILITY LINE	OE

FOR BURIED AND OVERHEAD UTILITIES:
E=ELECTRIC T=TELEPHONE C=COMMUNICATIONS G=GAS



PAVEMENT LEGEND:

PROPOSED STANDARD DUTY ASPHALT PAVEMENT

PROPOSED CONCRETE SIDEWALK AND CONCRETE APPROACHES

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-07-15	D.J.	REVIEW			
02-12-15	D.J.	REVISED SITE PLAN			

DRAWN BY:	DJ	DATE:	01-07-15
CHECKED BY:	WDJ	DATE:	01-07-15
APPROVED BY:	WDJ	DATE:	01-07-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Main Street Wheaton, IL 60187
ph. 630 752 8660 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT: ANGEL ASSOCIATES, L.P./ CIMA DEVELOPER'S, INC. 381 E. ST. CHARLES ROAD CAROL STREAM, ILLINOIS

TITLE: UTILITY PLAN THE PRIDE OF PALATINE 1776 SOUTH ROSELLE ROAD PALATINE, ILLINOIS

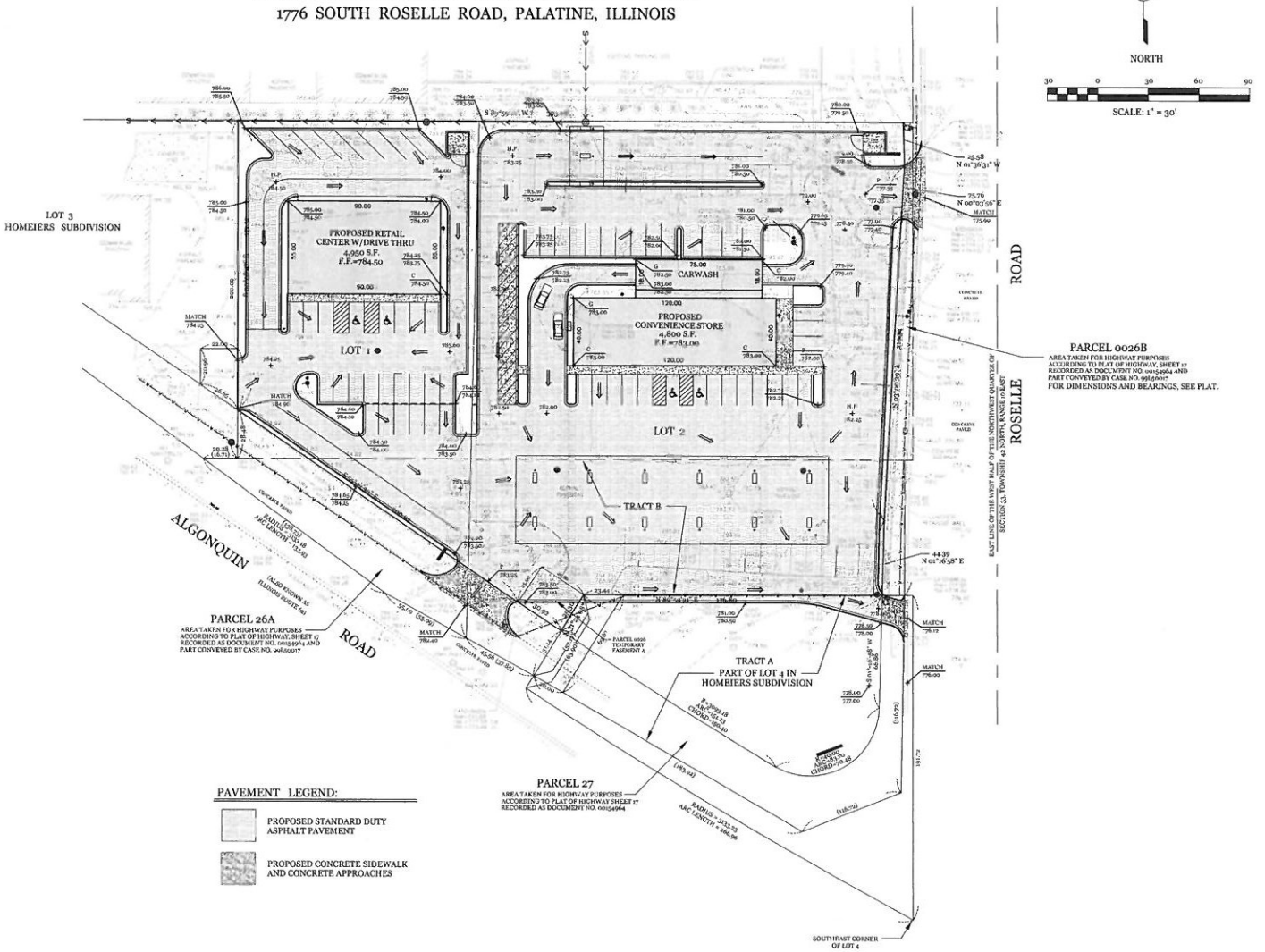
SCALE: 1" = 30'
DATE: 01-07-15
JOB NO: 3614
SHEET 3 OF 4

THE PRIDE OF PALATINE
PRELIMINARY GRADING PLAN
1776 SOUTH ROSELLE ROAD, PALATINE, ILLINOIS

LEGEND

EXISTING	PROPOSED
CURB & GUTTER	
WATER MAIN	
STORM SEWER	
SANITARY SEWER	
STORM MANHOLE	
SANITARY MANHOLE	
CATCHBASIN	
INLET	
VALVE & VAULT	
VALVE & BOX	
BUFFALO BOX	
FIRE HYDRANT	
FLARED END SECTION	
HANDICAPPED RAMP	
SPOT ELEVATION	721.00
CONTOUR	721
DRAINAGE FLOW	
CULVERT	
CONCRETE MONUMENT	
PARKING SPACE COUNT	(21)
SURVEY CONTROL POINT	
ELECTRIC METER	
ELECTRIC TRANSFORMER	
LIGHT STANDARD	
STREET LIGHT	
TRAFFIC LIGHT	
POWER POLE	
SIGN	
TREE	
GAS METER	G
GAS VALVE	
FENCE	
BURIED UTILITY LINE	UE UE
OVERHEAD UTILITY LINE	OE OE

FOR BURIED AND OVERHEAD UTILITIES:
E=ELECTRIC T=TELEPHONE C=COMMUNICATIONS G=GAS



PAVEMENT LEGEND:

- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK AND CONCRETE APPROACHES

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
01-02-15	D.J.	REVIEW			
01-12-15	D.J.	REVISED SITE PLAN			

DRAWN BY:	DJ	DATE: 01-07-15
CHECKED BY:	WDJ	DATE: 01-07-15
APPROVED BY:	WDJ	DATE: 01-07-15

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

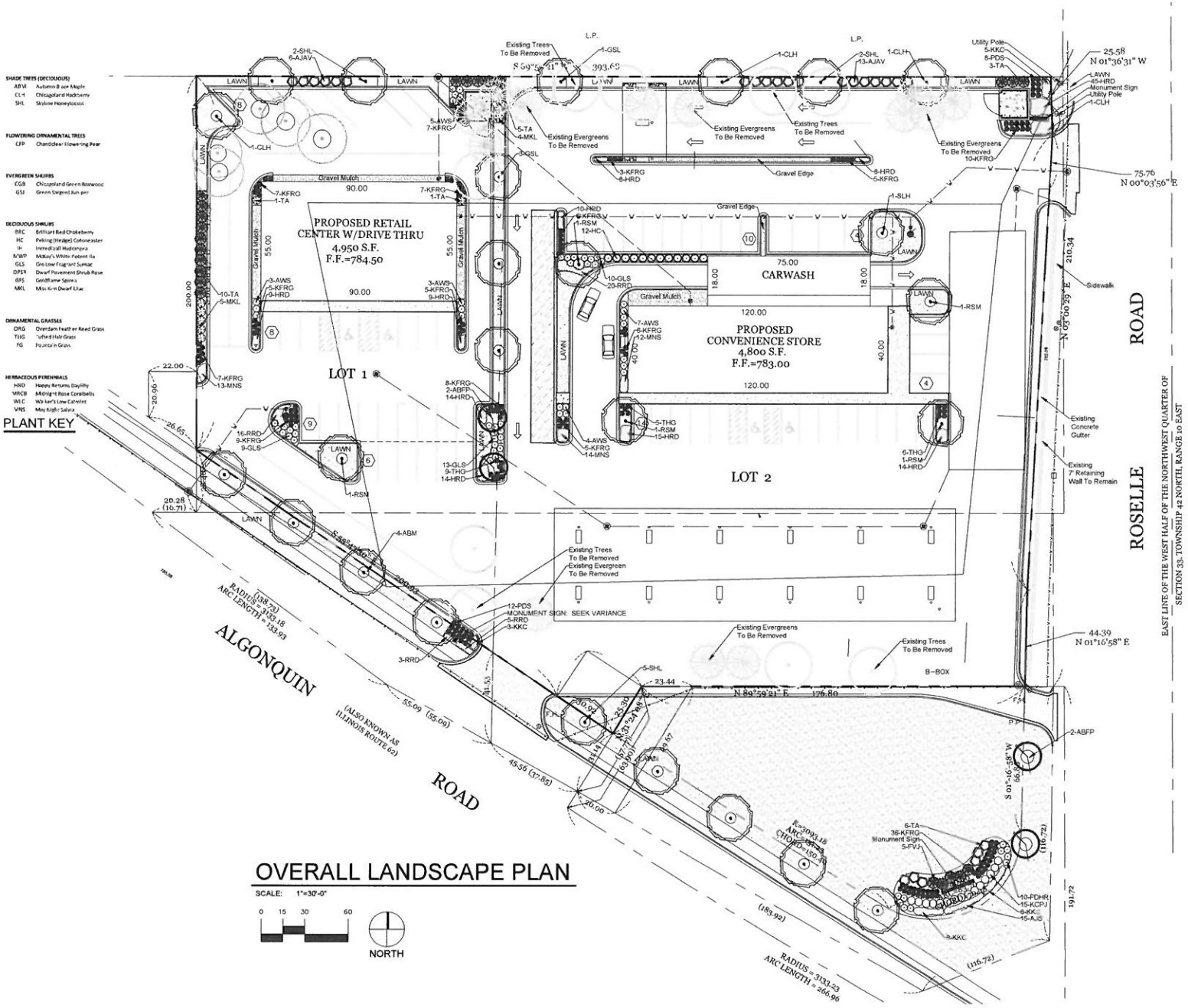
CLIENT: ANGEL ASSOCIATES, L.P./
CIMA DEVELOPER'S, INC.
381 E. ST. CHARLES ROAD
CAROL STREAM, ILLINOIS

TITLE: GRADING PLAN
THE PRIDE OF PALATINE
1776 SOUTH ROSELLE ROAD
PALATINE, ILLINOIS

SCALE:	1" = 30'
DATE:	01-07-15
JOB NO:	3814
SHEET	4 OF 4

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)



HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE
One Redwood Court
Racine, Wisconsin 53402
ph. 262.639.9733
fx. 262.639.9737
david@wdavidheller.com

PROJECT

THE PRIDE OF PALATINE

NWC of Roselle Rd. & Algonquin Rd.

1776 South Roselle Road
Palatine, IL 60067

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
2.02.16	ISSUE TO CLIENT

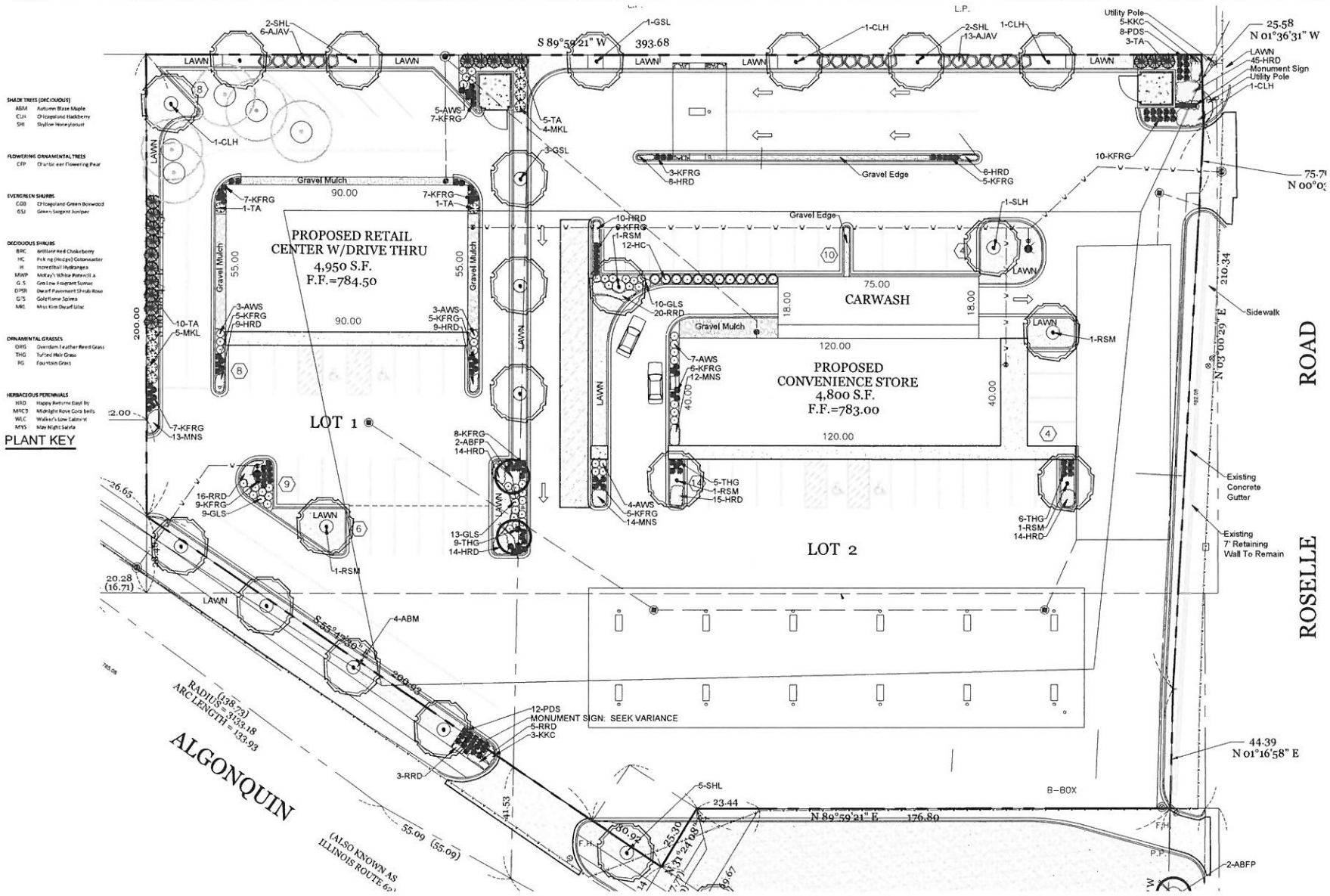
These plans were prepared by:
W. David Heller, ASLA
Registered Landscape Architect
#157-006558

Information contained herein is based on Survey Information, Field Inspection, and believed to be accurate.

SHEET TITLE

OVERALL LANDSCAPE PLAN

PROJECT MANAGER	WDH
PROJECT NUMBER	16-005
DATE	02.05.16
SHEET NUMBER	L 1.0



PLANT KEY

SHADE TREES (DECIDUOUS)
ABM Autumn Blaze Maple
CLH Chicagoland Hackberry
SHL Skyline Honeylocust

FLOWERING ORNAMENTAL TREES
CFP Chanticleer Flowering Pear

EVERGREEN SHURBS
CGB Chicagoland Green Boxwood
GSJ Green Sargent Juniper

DECIDUOUS SHRUBS
BRC Brilliant Red Chokeberry
HC Peking (Hedge) Cotoneaster
HI Incrediball Hydrangea
MWP Mikayi's White Pennvill a
G S Gro-Low Fragrant Sumac
DPSR Dwarf Pavement Shrub Rose
GFS Goldflame Spirea
MKL Miss Kim Dwarf Lilac

ORNAMENTAL GRASSES
DMG Overdam Feather Reed Grass
THG Tufted Hair Grass
FG Fountain Grass

HERBACEOUS PERENNIALS
HRD Happy Returns Daylily
MRCB Midnight Rave Coro bells
WLC Walker's Low Catmint
MYS May Night Salvia

ENLARGED LANDSCAPE PLAN

SCALE: 1"=16'-0"

0 15 30 60

NORTH

HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE
One Redwood Court
Racine, Wisconsin 53402
ph 262.639.9733
fx 262.639.9737
davidh@wdavidheller.com

PROJECT

THE PRIDE OF PALATINE

NWC of Roselle Rd. & Algonquin Rd.

1776 South Roselle Road
Palatine, IL 60067

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
2.02.16	ISSUE TO CLIENT

These plans were prepared by:
W. David Heller, ASLA
Registered Landscape Architect
#157-000556
Information contained herein is based on Survey Information, Field Inspection, and believed to be accurate.

SHEET TITLE

ENLARGED LANDSCAPE PLAN

PROJECT MANAGER	WDH
PROJECT NUMBER	16-005
DATE	02.05.16
SHEET NUMBER	L 1.1

1. Contractor responsible for contacting JULIE - Utility Locators (811 or 800-892-0123) to have site marked prior to excavation or planting.

2. Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or General Contractor.

3. All plantings shall comply with standards as described in American Standard of Nursery Stock - Z60.1 ANSI (latest version). Landscape Architect reserves the right to inspect, and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged. No sub-standard "B Grade" or "Park Grade" plant material shall be accepted. Plant material shall originate from nursery(ies) with a similar climate as the planting site.

4. Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per sizes indicated on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to sizes shown on plan must be submitted in writing to the Landscape Architect prior to installation.

5. Topsoil in Parking Lot Islands (if applicable): All parking lot islands to be backfilled with topsoil to a minimum depth of 18" to insure long-term plant health. Topsoil should be placed within 3" of finish grade by General Contractor / Excavation Contractor during rough grading operations/activity. The landscape contractor shall be responsible for the fine grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a minimum of 6" to provide proper drainage, unless otherwise specified.

6. Tree Planting: Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the top of the root ball, if needed. Remove and discard non-biodegradable ball wrapping and support wire. Removed biodegradable burlap and wire cage (if present) from the top $\frac{2}{3}$ of the rootball and carefully bend remaining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining $\frac{1}{3}$ of the burlap and remove the twine. Provide three slow release fertilizer for each tree planted.

7. Tree Planting: Backfill tree planting holes 80% existing soils removed from excavation and 20% plant starter mix. Avoid air pockets and do not tamp soil down. Discard any gravel, rocks, heavy clay, or concrete pieces. When hole is $\frac{2}{3}$ full, trees shall be watered thoroughly, and water left to soak in before proceeding to fill the remainder of the hole. Water again to full soak in the new planting. Each tree shall receive a 3" deep, 4-5' diameter (see planting details or planting plan) shredded hardwood bark mulch ring around all trees planted in lawn areas. Do not build up any mulch onto the trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the Landscape Contractor.

8. Shrub Planting: All shrubs to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shrubs a $\frac{50}{50}$ mix of plant starter with topsoil. Install topsoil into all plant beds as needed to achieve proper grade and displace undesirable soil (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole(s) are $\frac{2}{3}$ full, shrubs shall be watered thoroughly, and water left to soak in before proceeding. Provide slow-release fertilizer packets at the rater of 1 per 24" height/diamter of shrub at planting.

9. Mulching: All tree and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not pigment dyed or enviro-mulch). All perennial planting areas (groupings) shall receive a 2" layer of shredded hardwood bark mulch, and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.

10. Edging: All planting beds shall be edged with a 4" deep spade edge using a flat landscape spade or a mechanical edger. Bedlines are to be cut crisp, smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place.

11. Plant bed preparation: All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil Amendments) amendments prior to installation. Roto-till the following materials at the following ratio, into existing soil beds or installed topsoil beds to a depth of approximately 8"-10"

Per 100 SF of bed area:
- ¾ CY Peat Moss or Mushroom Compost
- ¾ CY blended/pulverized Topsoil
- 2 pounds starter fertilizer
- ¼ CY composted manure

12. Installation preparation for all seeded areas: remove/kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil (if adequate or provide as in item #6 above) and seed bed by removing all surface stones 1" or larger. Apply a starter fertilizer and specified seed uniformly at the specified rate, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer specifications to Landscape Architect and Owner prior to installation. Erosion control measures are to be used in swales and on slopes in excess of 1:3 and where applicable (see Civil Engineering Drawings). Methods of installation may vary are the discretion of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum of 2" of blended, prepared and non-compacted topsoil is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind dispersal of mulch covering. Marsh hay containing reed canary grass is NOT acceptable as a mulch covering.

An acceptable quality seed installation is defined as having:
No bare spots larger than one (1) square foot
No more than 10% of the total area with bare areas larger than one (1) square foot
A uniform coverage through all turf areas

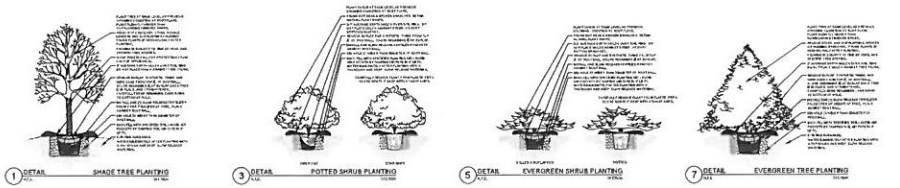
13. Warranty and Replacements: All plantings are to be watered thoroughly at the time of planting, through construction and upon completion of project as required. Trees, Evergreens, and Shrubs (deciduous and evergreen) shall be guaranteed (100% replacement) for a minimum of one (1) year from the date of project completion. Perennials, groundcovers, and ornamental grasses shall be guaranteed for a minimum of one (1) growing season. Perennials, groundcovers, and ornamental grasses planted after September 15th shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Watering and general ongoing maintenance instructions are to be supplied by the Landscape Contractor to the Owner upon completion of the project.

14. The Landscape Contractor is responsible for the watering and maintenance of all landscape areas for a period of 45 days after the substantial completion of the landscape installation. This shall include all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, no-mow grass, and native prairie seed mix / stormwater seed mix. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading.

15. Project Completion: Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and insure that all specifications have been met.

LANDSCAPE GENERAL NOTES

SCALE: N.T.S.





LANDSCAPE DETAILS

SCALE: N.T.S.

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED BOTANICAL NAME	COMMON NAME	CALIPER SIZE	ROOT	SPECIFICATION / NOTES
Proposed Landscape Materials						
SHADE TREES (DECIDUOUS)						
ABM	4	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	B&B	Straight central leader, full and ever-crown. Prune only after planting
RSM	5	Acer rubrum 'Red Sunset'	Red Sunset Red Maple	2.5"	B&B	Straight central leader, full and ever-crown. Prune only after planting
CLH	3	Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry	2.5"	B&B	Straight central leader, full and ever-crown. Prune only after planting
SHL	10	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2.5"	B&B	Straight central leader, full and ever-crown. Prune only after planting
GSL	4	Tilia cordata 'Greenspire'	Greenspire Linden	2.5"	B&B	Straight central leader, full and ever-crown. Prune only after planting
ORNAMENTAL TREES (DECIDUOUS)						
ABFP	4	Pyrus calleryana 'Autumn Blaze'	Autumn Blaze Ca lery Pear	2.5-3" DBH	B&B	Straight central leader, full and ever-crown. Prune only after planting
EVERGREEN TREES						
EVJ	5	Juniperus scopulorum 'Fairview'	Fa rview Upright Juniper (upright)	7-8'	B&B	Evenly shaped tree with branching to the ground
TA	18	Thuja occidentalis 'Techny'	Techny Arborvitae	60	B&B	Evenly shaped tree with branching to the ground
EVERGREEN SHRUBS						
KCPJ	15	Juniperus chinensis 'Kallay'	Kallay Compact Pfitzer Juniper	24"w	Cont.	Full rounded we l branched shrub
DECIDUOUS SHRUBS						
HC	19	Cotoneaster acutifolia	Peking (Hedge) Cotoneaster	42	B&B	Full, well rounded plant with moist rootball and healthy appearance
HA	8	Hydrangea paniculata 'Tardiva'	Tardiva Hydrangea	42	Cont.	Full, well rooted plant, evenly shaped
GLS	32	Rhus aromatica 'Gro-low'	Gro Low Fragrant Sumac	#5	Cont.	Full, well rooted plant, evenly shaped
FDHR	10	Rosa rugosa 'Frau Dagmar Hastrup'	Frau Dagmar Hastrup Rugosa Rose	18	Cont.	Full, well rooted plant, evenly shaped
AWS	22	Spirea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	24	Cont.	Full, well rooted plant, evenly shaped
MKL	9	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac	24	Cont.	Full, well rooted plant, evenly shaped
AJAV	19	Viburnum carlesii 'Autumn Jazz'	Autumn Jazz Arrowwood Viburnum	42	Cont.	Full, well rooted plant, evenly shaped
ORNAMENTAL GRASSES						
KFBG	120	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Gras	#1	Cont.	Full, well rooted plant
THG	26	Deschampsia cespitosa	Tufted Hair Grass	#1	Cont.	Full, well rooted plant
PDS	20	Sporobolus heterolepis	Prairie Dropseed	#1	Cont.	Full, well rooted plant
HERBACEOUS PERENNIALS						
RWD	70	Hemerocal is 'Rosy Returns'	Rosy Returns Daylily	#1	Cont.	Full, well rooted plant, evenly shaped
KKC	24	Nepeta faassenii 'Kit Cat'	Dwarf Catmint	Qt.	Pot	Full, well rooted plant, evenly shaped
MMS	39	Salvia x sylvestris 'May Night'	May Night Salvia	#1	Cont.	Full, well rooted plant, evenly shaped
AJS	15	Sedum spectabile 'Autumn Joy'	Autumn Joy Sed um	#1	Cont.	Full, well rooted plant, evenly shaped
LAWN	2240	Lawn Establishment Area / Grading Area			SY	Salt Tolerant Seed Mix (see below)
Hardscape Materials						
	10.5	Heritage River Gravel Mulch (1.0-1.5" pieces)	915 SF		TN	2" depth
	915	Landscape Fabric	SF		SF	
	65	Shredded Hardwood Mulch (3" depth)	7,085 SF		CY	Bark Mulch; apply Preemergent after installation of mulch
	44	Soil Amendments (2" depth)	7,085 SF		CY	
	124	Pulverized Topsoil (Lawn Area)	20,150 SF		CY	
	44	Pulverized Topsoil (7" overbed areas)	7,085 SF		CY	

"Landscape counts & quantities are provided as a service to the Landscape Contractor. Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on the Landscape Master Plan. In the event that a discrepancy occurs between the schedule and the Landscape Master Plan, the Landscape Master Plan (including the graphics and notations depicted thereon) shall govern.

Seed Compositions:
Salt Tolerant or Lawn Mixture
33% Kentucky Bluegrass (60 lbs/Acre)
11% Perennial Ryegrass (20 lbs/Acre)
11% Audubon Red Fescue (20 lbs/Acre)
11% Rescue 911 Hard Fescue (20 lbs/Acre)
33% Fults Hard Fescue (60 lbs/Acre)
Seed at: rate of 180# per Acre (4.14 # per 1000 SF)

PLANT & MATERIAL SCHEDULE

SCALE: N.T.S.

HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE
One Redwood Court
Racine, Wisconsin 53402
ph. 262.639.9733
fx. 262.639.9737
david@wdavidheller.com

PROJECT

THE PRIDE OF PALATINE

NWC of Roselle Rd. & Algonquin Rd.

1776 South Roselle Road
Palatine, IL 60067

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
2.02.16	ISSUE TO CLIENT

These plans were prepared by W. David Heller, ASLA Registered Landscape Architect #157-000558

Information contained herein is based on Survey Information, Field Inspection, and believed to be accurate.

SHEET TITLE

LANDSCAPE DETAILS, NOTES & SCHEDULES

PROJECT MANAGER	WDH
PROJECT NUMBER	16-005
DATE	02.05.16
SHEET NUMBER	L 1.2

CIMA DEVELOPERS
30W180 Butterfield Road
Warrenville, IL 60555
(630) 653-1700
Fax: (630) 791-8283

March 4, 2016

Village of Palatine
Department of Planning and Zoning
200 E. Wood Street
Palatine, IL 600067-5339

The PRIDE Stores, Inc
THE PRIDE of Palatine
1776 S. Roselle Road and 1800 S. Roselle Road

Business Plan

Ownership Profile: The PRIDE Stores, Inc, which is the Retail arm of Parent Petroleum, will be the Owner and Operator of the The PRIDE of Palatine Convenient Store and Fuel Facility and PRIDE Car Wash. The PRIDE Stores, Inc will also be the Owner and Operator of the Urban Counter Restaurant that we are planning on operating within the Convenience Store. The PRIDE Stores, Inc Owns and Operates 12 Gasoline Stations with Convenience Stores throughout the Chicagoland Market.

Objective: The PRIDE Stores, Inc.'s primary objective is to provide the Community with an added amenity for Convenience store and fuel facilities, an added food choice for their busy schedules, as well as a state of the art Car Wash facility. The Urban Counter is our proprietary food offer that we currently operate in 3 locations (Chicago, Hinsdale, and Aurora, and soon to be St. Charles). All 3 of those locations are located within a PRIDE Convenience store. This particular Urban Counter will occupy approximately 1,700 SF of our Convenience Store. Urban Counter was created with one simple goal: To provide the best food possible for people who are on the go. Our Philosophy is that you should never have to sacrifice great taste and quality because you are in a hurry.

Current Operations: The PRIDE of Palatine Convenience Store and Fuel Facility will operate 24 hours 7 days a week for convenience. They will employ approximately 20 total employees working separate shifts throughout a given 24 hour work day. They will receive approximately 3 to 4 fuel deliveries per day, at anytime throughout the full day cycle. We will also receive 2 to 3 other deliveries per day (for food or other) between the hours of 8am and 3pm. The Urban Counter restaurant hours will be the following: Monday-Friday: 6am-7pm, Saturday: 6am-5pm, Sunday: 10am-5pm. Breakfast is served daily till 11am. Our Car Wash facility will operate unmanned. During busy peak hours we will have one employee attendant assisting cars into the Car Wash. Hours of operation for the Car Wash facility will be 6am-10pm 7 days a week.

PETITIONER'S EXHIBIT
9

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

CIMA DEVELOPERS
30W180 Butterfield Road
Warrenville, IL 60555
(630) 653-1700
Fax: (630) 791-8283

Menu Offerings: We offer a wide variety of food options from the Urban Counter restaurant including Breakfast Sandwiches, Salads, Wraps, Half Pound Burgers, and More. All of our food is "Made to Order" and is of very high quality. One of our signature items is our Blue Cheese Burger. The convenience store has a wide variety of grab and go sandwiches and wraps to fresh fruit cups and more from our open air reach in cooler.

Management Team: Our Team is made of dedicated employees, experienced in the Retail and Food industry. Our Facilities will have a dedicated General Manager who will be supported by our District Manager and Vice President of Retail Operations, along with our various support personnel, and Corporate Office.

Property Management: CIMA Developers is the Property Development and Management arm of Parent Petroleum and The PRIDE Stores, Inc.

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

PUBLIC NOTICE

A public hearing will be held before the Palatine Plan Commission on Tuesday, May 3, 2016, at 8:00 PM, at the Palatine Police Department in the Community Meeting Room, 595 N. Hicks Road, relative to a request for the following:

1. Planned Development Amendment to permit a change in the approved plans for a gas station/convenience store and multi-tenant building.
2. Special Use to allow an Automobile Laundry pursuant to Section 11.03 (d) (3) of the Palatine Zoning Ordinance.
3. Special Use to allow a drive through pursuant to Section 11.03 (d) (42) of the Palatine Zoning Ordinance.
4. Rezoning from B-2 General Business to P Planned Development for the vacant lot at the intersection of Algonquin and Roselle.

The property is commonly known as 1776 S. Roselle Road (aka the vacant property at the northwest corner of Algonquin and Roselle Roads).

The above petition has been filed by CIMA Developers, Inc., and is available for examination in the office of the Village Clerk, 150 W. Wilson Street.

FILE #: 16-20
VILLAGE OF PALATINE
Dennis Dwyer, Chair
Palatine Plan Commission
DATED: April 18, 2016
Published in Daily Herald
April 18, 2016 (4438313)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

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

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published April 18, 2016 in said DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltzman
Authorized Agent

Control # 4438313

Attachment: Special Use Ordinance - The Pride - Urban Counter (1400 W. Algonquin Road - Minor Special Use Amendment)

Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Urban Counter Located at 1400 W. Algonquin Road

BACKGROUND:
On this evening's agenda is a Special Use Minor Amendment for the existing quick-serve restaurant attached to the PRIDE of Palatine Gasoline Station at 1400 W. Algonquin Road, Urban Counter. Urban Counter currently offers food items such as hot dogs, burgers, and salads. The PRIDE Stores, Inc. wish to apply for a Class G (Beer and Wine) liquor license for this quick-serve restaurant. The proposed hours of operation are Monday through Friday, 6 AM to 7 PM; Saturday, 7:30 AM to 3 PM.

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

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

RECOMMENDATION:
Approve an Ordinance increasing Class G Restaurant (Beer & Wine) Liquor Licenses by one for a total of 13.

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

ATTACHMENTS:

- ORD Increase Class G Liquor License Urban Counter
- Business Plan
- Floor Plan
- Menu

ORDINANCE NO._____

AN ORDINANCE INCREASING THE NUMBER OF CLASS G RESTAURANT (BEER & WINE) LIQUOR LICENSES PURSUANT TO CHAPTER 3, SECTION 3-37 OF THE VILLAGE OF PALATINE CODE OF ORDINANCES FOR URBAN COUNTER LOCATED AT 1400 W. ALGONQUIN ROAD

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

SECTION 1: That the number of Class G Restaurant (Beer & Wine) liquor licenses shall be increased by one for Urban Counter for a total of 13 Class G liquor licenses, subject to approval of the Liquor Commission.

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

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

PASSED this _____ day of _____, 2025

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

APPROVED by me this _____ day of _____, 2025

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2025

_____
Village Clerk

Attachment: ORD Increase Class G Liquor License Urban Counter (1400 W. Algonquin Rd - Inc Class G Liq. Urban Counter)

The PRIDE Stores, Inc.
30W180 Butterfield Road
Warrenville, IL 60555
O: (630) 791-8282
F: (630) 791-8283

URBAN COUNTER PALATINE
BUSINESS PLAN

The PRIDE Stores, Inc. (PRIDE) currently operates a total of eighteen gasoline stations/convenience stores in the Chicagoland area. Ten of these eighteen stores include an attached quick-serve restaurant (QSR). Six of these QSRs are known as Urban Counter (offering dogs, burgers and salads), and the remaining four are known as Taco Urbano (offering tacos, burritos, guacamole and other Mexican-American fare).

One of the six attached Urban Counters is the QSR currently in operation at our PRIDE of Palatine station located at 1400 W. Algonquin Road, the subject of this business plan. This plan is submitted as a supplement to a related Liquor License Application requesting a pouring license (Class G) to allow for the sale of beer to patrons of our Urban Counter QSR for consumption at the restaurant.

The PRIDE Stores, Inc. currently holds an active Class B-4 license allowing for the sale of packaged beer/wine/liquor to patrons of the convenience store. Every one of the QSRs operated by PRIDE is operated separately from the attached convenience store. Each has its own point-of-sale (POS) system, and sales of the QSR are tallied and recorded separately from the attached convenience store for accounting and other purposes.

All sales of packaged beer/wine/liquor sold from the convenience store currently operating under the class B-4 license will be purchased from the register/POS system at the convenience store. Similarly (provided that our class G liquor license application is approved), all sales of beer purchased for consumption on-premises at the QSR would be purchased from the register/POS system at the QSR. No patrons will be permitted to purchase packaged beer/wine/liquor from the convenience store and consume said purchase on location at the QSR.

No other aspects of our currently-operating QSR at our Palatine location will be changed.

Attachment: Business Plan (1400 W. Algonquin Rd - Inc Class G Liq. Urban Counter)

<< Back to Home

URBAN COUNTER

Palatine

1400 W Algonquin Rd,
Palatine, IL 60067

Phone: (847) 496-7956

Serving **Breakfast | Lunch | Catering**

Mon-Fri 6am-7pm // Sat 7:30am-3pm // Sun Closed

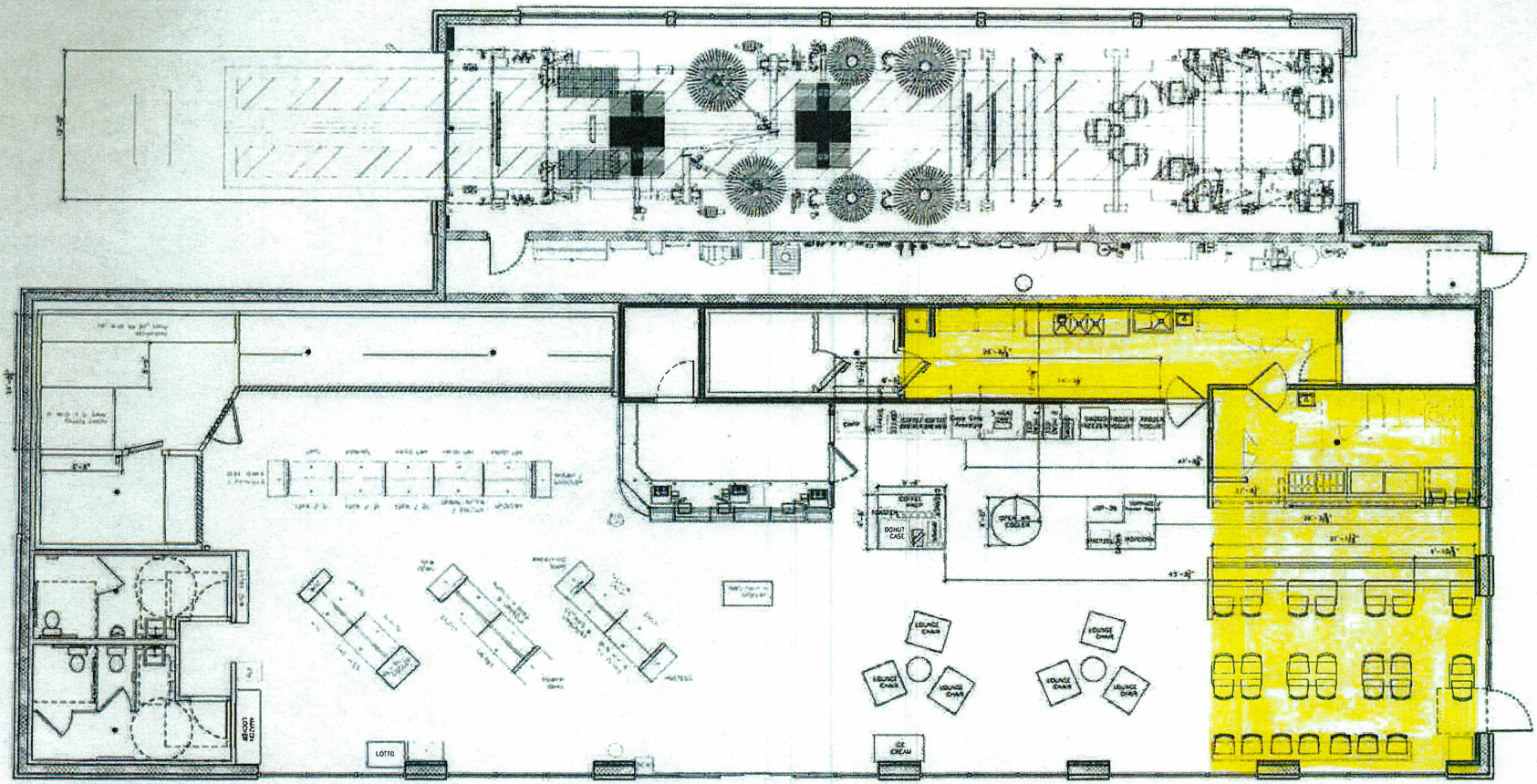
Delivery:

UBER EATS DOORDASH GRUBHUB

MENU MAP CATERING

Follow Us!





Space designated to QSR highlighted in yellow.

01 - C-STORE PLAN

Attachment: Floor Plan (1400 W. Algonquin Rd - Inc Class G Liq. Urban Counter)

HOT DOGS & SAUSAGES

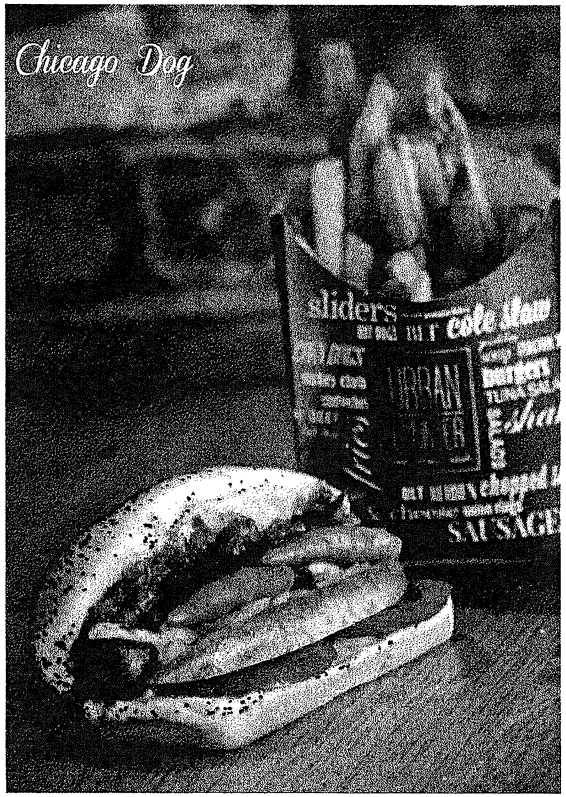
Proudly Serving Vienna Beef Dogs and Sausages

CHICAGO DOG Reg 3.99 Jumbo 4.99
Vienna Beef Hot Dog | Tomotoes | Onions | Sweet Relish | Mustard | Pickle Spear | Sport Peppers | Celery Salt | Poppy Seed Bun

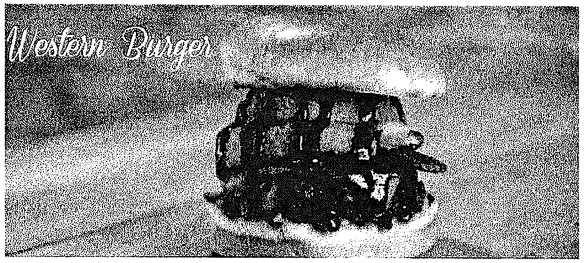
CHILI CHEESE DOG Reg 4.99 Jumbo 5.99
Vienna Beef Hot Dog | Chili | Shredded Cheese | Onions Poppy Seed Bun

FRIED BACON DOG Reg 5.49 Jumbo 6.49
Vienna Beef Hot Dog | Wrapped in Bacon | Carmelized Onions Roasted Jalepenos | Ketchup | Mustard | Mayo Poppy Seed Bun

MAXWELL ST POLISH Jumbo 5.99
Vienna Beef Polish Sausage | Carmelized Onions | Mustard Sport Peppers | Poppy Seed Bun



URBAN COUNTER SPECIALITIES | URBANCOUNTER.COM



BURGERS

MAKE ANYTHING A COMBO!
SMASH BURGER OPTION AVIALABLE

CHEESE CURD BURGER* 10.99
1/2lb Hand Pressed Steak Burger | Cheese Curds | Grilled Bacon Mixed Greens | Garlic Aioli | Pretzel Bun

WESTERN BURGER* 9.99
1/2lb Hand Pressed Steak Burger | Cheddar Cheese | Grilled Bacon Onion Rings | Roasted Jalapeños | BBQ Sauce | Brioche Bun

BLUE CHEESEBURGER* 9.99
1/2lb Hand Pressed Steak Burger | Blue Cheese | Bacon Jam Mix Greens | Brioche Bun

MUSHROOM BURGER* 9.99
1/2lb Hand Pressed Steak Burger | Swiss Cheese | Roasted Mushrooms Caramelized Onions | Grain Mustard Brioche Bun

PATTY MELT* 8.99
1/2lb Hand Pressed Steak Burger | Swiss Cheese Caramelized Onions Everything Sauce | Sourdough

THE CLASSIC* 8.99
1/2lb Hand Pressed Steak Burger | Lettuce | Tomato | Red Onion Pickles | Ketchup | Mustard | Mayo

SOUTHWEST BLACK BEAN BURGER* 8.49
Made In House Black Bean Burger | Provolone Cheese | Lettuce Pico de Gallo | Chipotle Ranch | Brioche Bun

TURKEY BURGER 8.99
Made In House Turkey Burger | Swiss Cheese | Lettuce | Tomato Red Onion | Pickles | Honey Mustard | Mayo

BURGER MINI 2.79
Hand Pressed Steak Burger | American Cheese | Ketchup Pickle | Homestyle Bun

CHICKEN MINI 2.79
Grilled or Fried | Lettuce | Tomato | Mayo | Home Style Bun

ANY 3 MINIS 7.99
Mix and Match

Double Meat* 3.49 | Fried Egg* 1.00 | Bacon 1.50 | Pretzel Bun .79
Make It A Bowl

*These items are cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illinis.

SANDWICHES & MORE

MAKE ANY SANDWICH A WRAP!
CHOOSE FROM FLOUR, WHEAT OR SPINACH

URBAN CLUB 8.99
Grilled Chicken Breast | Provolone Cheese | Crispy Bacon Lettuce | Pico de Gallo | Avocado | Everything Sauce

TURKEY CLUB 8.79
Smoked Turkey | Swiss Cheese | Grilled Bacon | Lettuce Tomato | Mayo | Avocado | Wheat Bread

BUFFALO CHICKEN SANDWICH 7.99
Fried Chicken Tenders Dipped in Buffalo Sauce | American Cheese Lettuce | Tomato | Pickles | Ranch | Brioch Bun

CHICKEN SANDWICH 7.99
Grilled or Fried | Provolone Cheese | Lettuce | Tomato Mayo | Brioche Bun

GRILLED CHEESE Add Bacon for 1.50 3.99
American, Cheddar, Provolone or Swiss Cheese White, Wheat, or Sour Dough

TUNA SALAD SANDWICH 6.99
Tuna Salad | Swiss Cheese | Lettuce | Tomato | Red Onions Pickles | House Vinaigrette | Wheat Bread

B.L.T.A 7.29
Grilled Bacon | Lettuce | Tomato | Avocado | Mayo | White Bread

CHICKEN TENDERS 4-Piece 8.99 4-Piece 8.99
Dipped or Not. Your choice. Buffalo or BBQ.
Served with our House Made Everything Sauce!

SALADS

GRILLED CHICKEN, FRIED CHICKEN OR TUNA 2.79
MAKE ANY SALAD A WRAP! CHOOSE FROM FLOUR, WHEAT OR SPINACH

SOUTHWEST 7.99
Romaine Lettuce and Mixed Greens | Black Beans | Corn Avocado Crispy Tortilla Strips | Chipotle Dressing | Fresh Pico de Gallo

HARVEST 7.99
Cherry Tomatoes | Cucumbers | Blue Cheese | Dried Cranberries Toasted Almonds | Balsamic Vinaigrette

CHOPPED 7.99
Romaine Lettuce | Cherry Tomatoes | Cucumbers | Bacon Blue Cheese | Scallions | Balsamic Vinaigrette

CAESAR 7.49
Romaine Lettuce | Parmesan Cheese | Croutons Creamy Caesar Dressing

Attachment: Menu (1400 W. Algonquin Rd - Inc Class G Liq. Urban Counter)

BREAKFAST

BUILD YOUR OWN BREAKFAST SANDWICH

4.49

Start with a HAND-CRACKED EGG* and choose one from each:

BREAD	MEAT	CHEESE
ENGLISH MUFFIN	GRILLED BACON	AMERICAN
PLAIN BAGEL	BREAKFAST SAUSAGE	CHEDDAR
WHITE OR WHEAT	HONEY HAM	PROVOLONE
SOUR DOUGH	TURKEY BACON	SWISS
BRIOCHE BUN		

CROISSANT 1.50 | HASH BROWNS 1.99

BREAKFAST SKILLET 7.99

2 Fried Eggs* | Cheddar Cheese | Sausage | Breakfast Potatoes
Onions | Scallions

BREAKFAST BURRITO 6.49

2 Fried Eggs* | Cheddar Cheese | Grilled Bacon | French Fries
Caramelized Onions | Black Beans | Avocado | Roasted Jalapeño

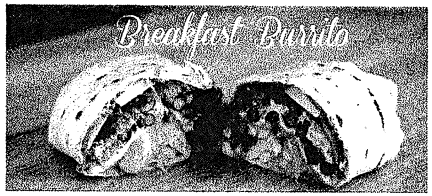
BREAKFAST CRUISER 6.49

Fried Egg* | Cheddar Cheese | Grilled Bacon
Breakfast Sasuage Honey Ham | Caramelized Onions | Plain Bagel

AVOCADO TOAST 3.99

Thick Cut Multi-grain Toast | Avocado | Fried Egg*
Cracked Black Pepper

*These items are cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.



COFFEE & ESPRESSO

***HOT OR ICED, SELECT FLAVORS AVAILABLE**

EXTRA ESPRESSO SHOT .50

ESPRESSO	SINGLE .99	Double 1.49
*AMERICANO	16oz 1.29	20oz 1.59
*CAPPUCCINO	16oz 1.99	20oz 2.29
*LATTE	16oz 1.29	20oz 2.29
*MOCHA	16oz. 1.29	20oz 2.29
*CHAI LATTE	16oz 1.29	20oz 1.39
HOT CHOCOLATE	16oz 1.29	20oz 1.39
*COFFEE	16oz 1.29	20oz 1.59 | 24oz 1.39

URBAN COUNTER SPECIALITIES | URBANCOUNTER.COM

SIDES

HOUSE FRIES	Regular	2.39	Large	2.89
TATER TOTS	Regular	2.39	Large	2.89

ADD CHEESE 1.29 | ADD CHILI 1.29

SWEET POTATO FRIES	Regular	3.99	Large	4.59
CHEESE CURDS				5.99
MOZZARELLA STICKS				4.99
ONION RINGS				4.99
FRUIT CUP				3.49
HOUSE SALAD				3.99

KIDS MENU

CHOOSE ONE MENU ITEM,
SIDE AND DRINK FOR 5.99
Upgrade drink to regular milkshake for 3.00

PLAIN HOT DOG
BURGER MINI
CHICKEN MINI (Grilled or Fried)
CHICKEN TENDERS (TWO)
GRILLED CHEESE

SIDES
HOUSE FRIES | TATER TOTS | KIDS FRUIT CUP

DRINK - 12 OZ
MILK | FOUNTAIN DRINK | CRAFT SODA

DRINKS & SHAKES

FOUNTAIN DRINK
20oz. 1.19 | 32oz. 1.39 | 44oz. 1.59

CRAFT SODA (Rotating Flavors)
20oz. 1.19 | 32oz. 1.39 | 44oz. 1.59

SHAKES Regular 3.99 Large 4.99
Oreo | Vanilla | Strawberry | Chocolate

Menu subject to change without notice

URBAN COUNTER
Dogs, Burgers, Salads

TO-GO MENU

Locations
St Charles . Palatine
Naperville . West Chicago
Hinsdale . Wheaton . Aurora

Visit our website:
URBANCOUNTER.COM

Follow us at:
THEPRIDESTORES.COM

Consider an Ordinance Granting a Special Use Transfer for the Continued Operation of a Package Liquor Store at 741 W. Palatine Road

The Subject Property is zoned Planned Development and contains the existing J&J Liquor store. Pavan Patel, of Esplande LLC., is requesting a transfer of the existing approximately 1,600 square foot package liquor store. Therefore, the Petitioner is requesting approval of the following:

Transfer of Special Use #O-86-10 to permit the continued operation package liquor store, for Esplande LLC at 741 W. Palatine Road

KEY ISSUES

- A Special Use for the liquor store (Sunny Liquors) was originally granted in August 2010 (Ordinance #0-86-10) and subsequently transferred in 2016 to J&J Liquors Inc. (#O-74-16).
- The Petitioner has proposed no changes to store operations or floor plan.
- The Petitioner has proposed the following hours of operation (which are consistent with the store's existing hours of operation): Monday - Thursday from 10 AM to 11:30 PM, Friday & Saturday from 10 AM to 12 AM, and Sunday from 10 AM to 11 PM.
- A condition of the transfer limits any sale of CBD products and requires the owner to coordinate with the Police Department for appropriate security hardening measures.
- Any significant changes to the floor plan or business operations will require Village Council review.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the transfer of the Special Use Ordinance #0-86-10 to Pavan Patel, of Esplunde LLC.

ACTION REQUIRED:

Motion to approve an ordinance transferring Special Use Ordinance #0-86-10 to Pavan Patel, of Esplande LLC. to permit the continued operation of a liquor store at 741 W. Palatine Road.

ATTACHMENTS:

- Aerial Map
- SUT ORD
- EXHIBIT - FLOOR PLAN_J&J LIQUORS
- Special Use Application_Redacted
- Special Use Ordinance #O-86-10

GISConsortium

741 W Palatine Road



0 100 200 ft

Print Date: 2/20/2025

Notes

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

Attachment: Aerial Map (741 W Palatine Road - SUT J&J Liquors)

ORDINANCE NO._____

AN ORDINANCE TRANSFERRING
SPECIAL USE ORDINANCE #O-86-10
741 W. PALATINE ROAD

WHEREAS, Ordinance # O-86-10 granted a Special Use to permit a package liquor store, on the property commonly known as 741 W. Palatine Road; and

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

WHEREAS, since the Village Council did meet on March 10, 2025, to review a request by Esplande LLC – Pavan Patel, that the Special Use be transferred to permit the continued operation of a package liquor store, with no substantial changes, and it was the recommendation of the Village Council that the transfer of the Special Use to Esplande LLC – Pavan Patel be approved, without additional amendment.

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

SECTION 1: That the Special Use granted by Ordinance # O-86-10, as amended, is hereby transferred to Esplande LLC - Pavan Patel, to permit the continued operation of a package liquor store, pursuant to the attached Special Use Ordinance and associated plans and subject to the following conditions:

1. **As required, the proposed store shall follow the Village of Palatine's Clean Indoor Air Ordinance and drug paraphernalia regulations in Chapter 12 of the Village Code.**

2. **Per the submitted business plan, CBD/Hemp/THC product sales are not included and are therefore prohibited from being sold at the store. If, in the future, the Petitioner wishes to include these items for sale at the store, Village Council review and approval or another Public Hearing and Special Use Amendment and Village Council review and approval would be required, as further determined by the Village Manager.**

Attachment: SUT ORD (741 W Palatine Road - SUT J&J Liquors)

3. **In conjunction with the review and direction from the Village of Palatine Police Department, the Petitioner shall coordinate and construct tenant space/site security measures to address any crime prevention or safety concerns in a manner acceptable solely to the Village of Palatine and the Palatine Police Department.**

SECTION 2: **All conditions of Special Use Ordinance #O-86-10, as amended, shall remain in full force and effect.**

DATED: This _____day of _____, 2025

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

APPROVED by me this _____day of _____, 2025

_____
Mayor of the Village of Palatine

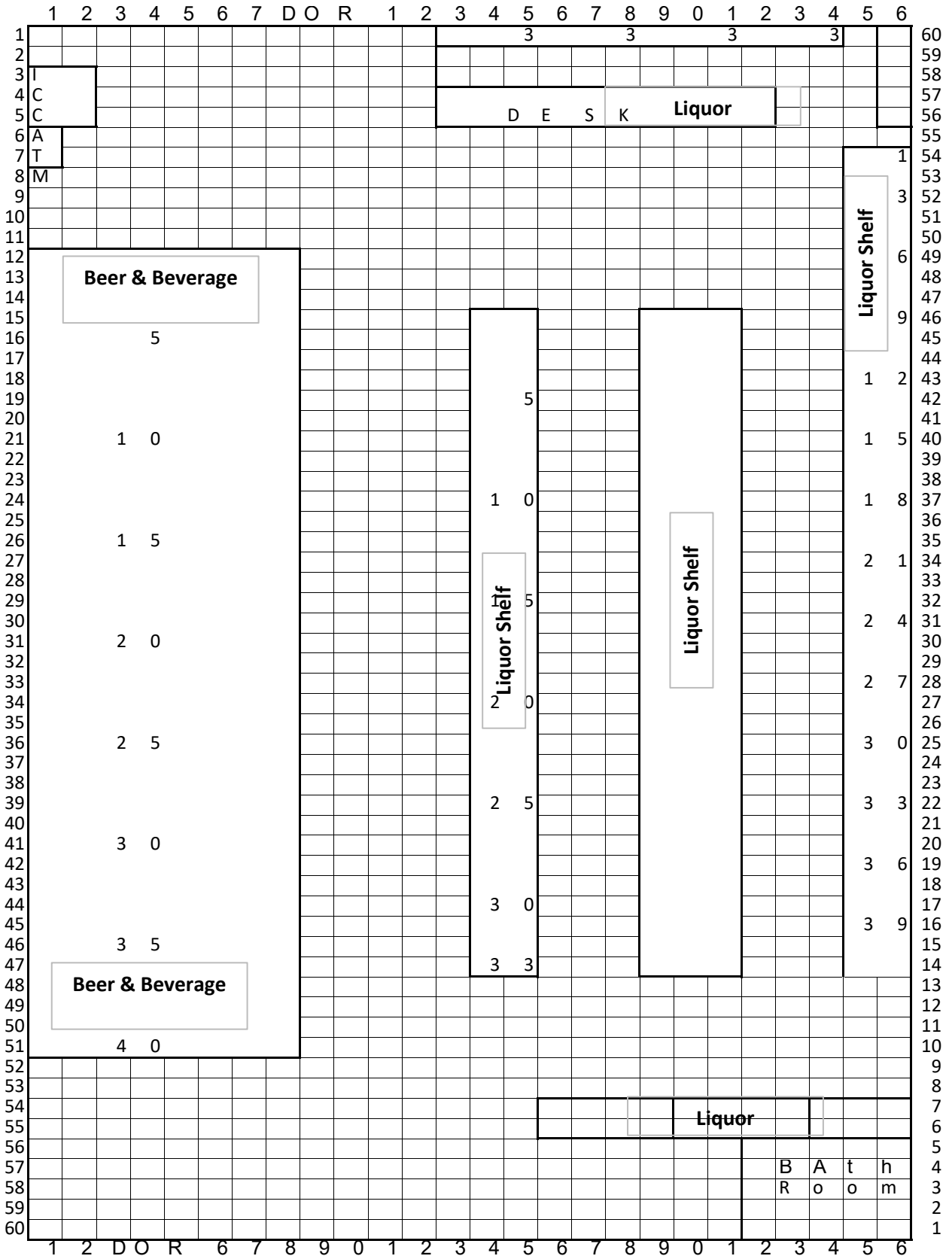
ATTEST and FILE in the office of the Village Clerk

this ____ day of _____, 2025.

_____
Village Clerk

Attachment: SUT ORD (741 W Palatine Road - SUT J&J Liquors)

FLOOR PLAN FOR J&J LIQUIORS (UNIT : FT)



Attachment: EXHIBIT - FLOOR PLAN_J&J LIQUORS (741 W Palatine Road - SUT J&J Liquors)

VILLAGE OF PALATINE

SPECIAL USE TRANSFER

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

CONTACT INFORMATION WORKSHEET

PETITIONER(S)	**Business Name (If applicable)**
Pavan Patel	Esplande LLC
Address	City/State/Zip Code
Telephone	Fax
Email	
Subject Property Address	
741 W Palatine Rd, Palatine, IL- 60067	
AUTHORIZED AGENT (if applicable)	**Business Name (if applicable)**
Address	City/State/Zip Code
Telephone	Fax
Email	

Attachment: Special Use Application_Redacted (741 W Palatine Road - SUT J&J Liquors)

VILLAGE OF PALATINE

SPECIAL USE TRANSFER

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

Required Materials

- ☐ Application Form
- ☐ Business Plan (including but not limited to nature of business, hours or operation, number of employees, floor plan, menu, and any proposed changes to the business
- ☐ Proof of Ownership

Business Owner(s):

Pavan Patel Owner of Esplande LLC

Subject Property Address:

741 W Palatine Rd, Palatine, IL - 60067

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

STAFF COMMENT - Per confirmation with Petitioner - no additional changes are contemplated.

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

Attachment: Special Use Application_Redacted (741 W Palatine Road - SUT J&J Liquors)

VILLAGE OF PALATINE

Signature Page

Petitioner's Signature

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

Paran Patel
Name

02/06/2025
Date

Signature

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

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

James Park
Name

2/7/25
Date

Signature

Attachment: Special Use Application_Redacted (741 W Palatine Road - SUT J&J Liquors)

ORDINANCE NO. 0-86-10

AN ORDINANCE GRANTING A SPECIAL USE
737 W. PALATINE ROAD- SUNNY LIQUORS (CASE NO. 10-045)

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on August 2, 2010

ORDINANCE NO. O-86-10

AN ORDINANCE GRANTING A SPECIAL USE
737 W. PALATINE ROAD – SUNNY LIQUORS (CASE NO. 10-045)

WHEREAS, pursuant to a petition and public hearing on July 13, 2010 of which public notice was given as required by law, the Zoning Board of Appeals of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit a Liquor Store pursuant to Section 11.02 (d) (28) of the Palatine Zoning Ordinance, on the following legally described property:

> **Lots 2, 3 and 4 in Block 6 in Merrill's Garden Home Subdivision, being a subdivision in the North half of the Northwest quarter of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois**
>
> **commonly known as 737 W. Palatine Road (PIN #02-22-100-004). The Petitioner is proposing to open a liquor store (Sunny Liquors) in the tenant space that will be shortly vacated by Inverness Cleaners.**

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

SECTION 1: A Special Use to permit a Liquor Store pursuant to Section 11.02 (d) (28) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition:

07/21/2010 7:46 AM

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

1. The Special Use shall substantially conform to the floor plan attached hereto as Exhibit 'A,' except as such plans may be changed to conform to Village Codes and Ordinances.

SECTION 2: That the petition for a special use, a copy of the public notice and the report of the hearing be attached hereto and form a part of this ordinance.

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

PASSED: This 2nd day of August, 2010

AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

APPROVED by me this 2nd day of August, 2010

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 2nd day of August, 2010

Village Clerk

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

FLOOR PLAN FOR SUNNY LIQUIORS (UNIT : FT)

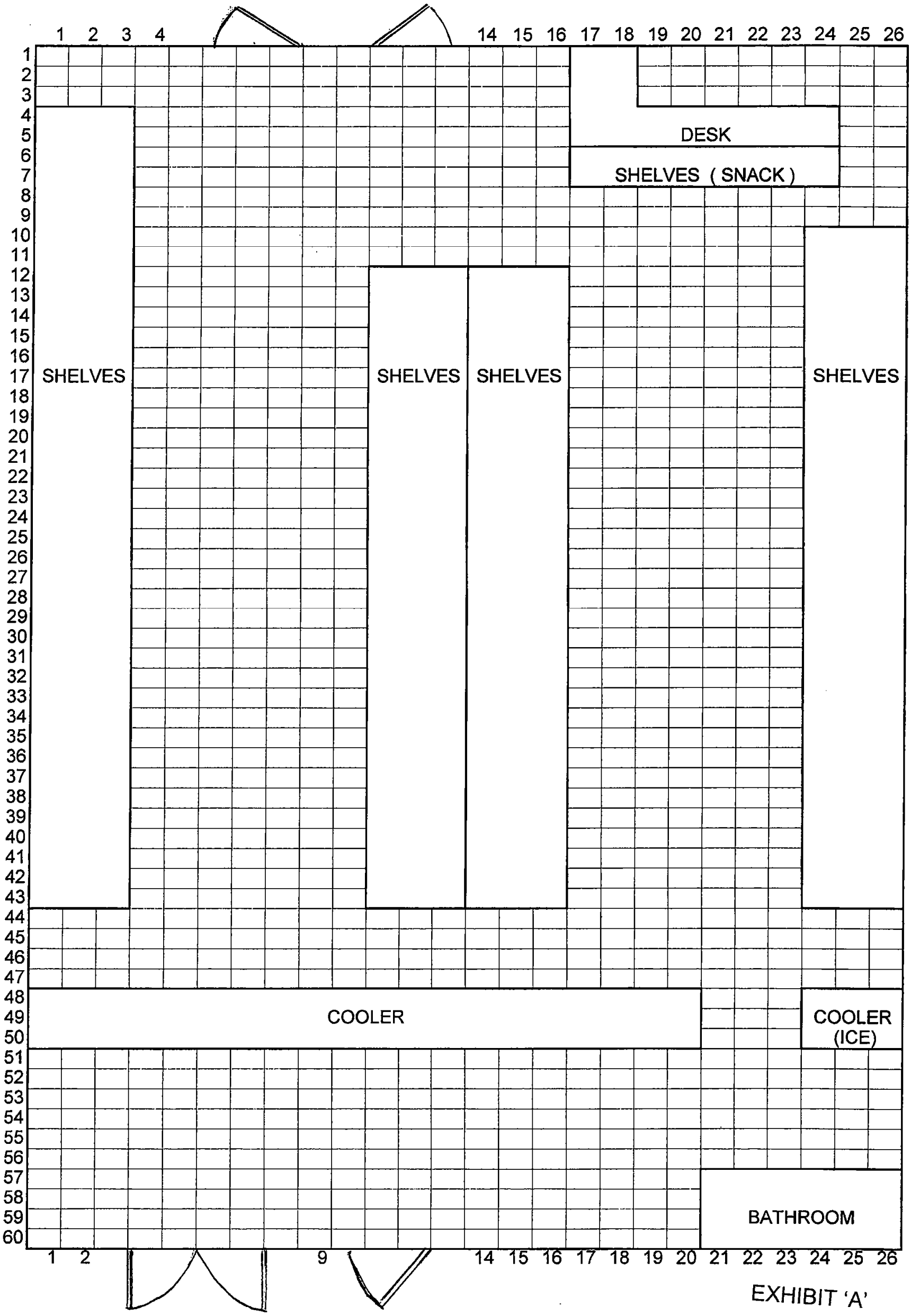


EXHIBIT 'A'

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

SUNNY LIQUORS

737 W PALATINE ~~RD~~ PALATINE IL 6006
T

BUSINESS HRS : ~~T~~ MON ~ THURS : 10 ~ 11
AM. PM

(FRI, SAT : 9 ~ 11
A.M P.M)

(SUN : 11 AM. ~ 9 P.M.)

I'm like to ~~have~~ package

liquor Licence

6/4/10

Gordang Park

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

BUSINESS PLAN

OF

SUNNY LIQUORS, INC.

(d.b.a SUNNY LIQUOR)

June 2010

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

BUSINESS PLAN – SUNNY LIQUORS

1.0 Executive Summary

After spending several months searching for a liquor store to purchase, the owner decided to start a liquor store from the ground up. The liquor store will be located in a retail area at 737 w palatine rd, Palatine, IL 60067. The liquor store will utilize approximately 1,650 square feet. The location is strategically situated on one of the busiest streets in Palatine. It is a high profile area, with easy access from all parts of town.

1.1 Objectives

- To capture an increasing share of the commuter traffic passing through the cross street between Palatine and ~~Roselle rd~~. Quentin Rd.
- To offer our customers superior products, at an affordable price.
- To provide a customer good quality products that is second to none.

1.2 Mission

The mission of liquor store is to offer residents and commuters in Palatine competitive beverages prices and great food. The company will make a healthy profit for its owner and provide a rewarding work environment for its employees.

1.3 Keys to Success

The keys to success in our business are:

- Location: providing an easily accessible location for customers.
- Environment: providing an environment conducive to giving convenient and clean area
- Convenience: offering clients a wide range of products in one setting, and normal business hours
- Reputation: reputation of the owner and other employees as providing superior personal service and high quality products

2.0 Company Summary

Sunny Liquors will, upon commencement of operations, provide good quality products. What will set Sunny Liquors apart from the competition is our commitment to providing all of these products in one convenient location.

2.1 Company Ownership

Sunny Liquor is wholly owned by So Young Park as incorporated in the state of IL.

2.2 Start-up Summary

So Young Park will invest approximately $250,000.The start-up capital will be used for the design, leasehold improvements, inventory and equipment of the liquor store. Leasehold improvements will amount to approximately $20,000, inventory cost will be $150,000, petty cash will be $25,000 and store equipment will cost about $50,000.

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

Start-up

Start-up Expenses	
Rent deposit	$ 5,000
Equipment Purchase	$ 50,000
Leasehold Improvement	$ 20,000
Total Start-up Expenses	$ 75,000
Start-up Assets	
Cash Required	$ 25,000
Other Current Assets(deposit)	$ 5,000
Other Asset(equipment)	$ 50,000
Leasehold Improvement	$ 20,000
Inventory Assets	$150,000
Total Assets	$250,000
Total Requirements	$250,000
Planned Investment by Owners	$250,000

3.0 Products and Services

Liquor store sells the following products:

- Alcoholic beverages; cigarettes/tobacco;
- Deli items;
- Drinks;
- Bakery goods;

4.0 Marketing Strategy

Our marketing strategy is a simple one: satisfied clients are our best marketing tool. When a client leaves our business with a satisfaction, he or she is broadcasting our name and quality of products to the public. Most of our clients will be referrals from existing clients.

No major advertising campaigns are anticipated. Our research has shown that word of mouth is the best advertising for this type of business. We will, however, will also offer quality products to the all clients who come to our store.

4.1 Sales Forecast

The following table and charts show our projected sales. We expect income to increase steadily over the next three years, as the reputation of the salon, its nail artists and services become apparent to the general public.

Sales Forecast

	FY 2010 (4/4 Qtr)	FY 2011	FY2012
Sales	$120,000	$700,000	$900,000

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

5.0 Management Summary

Sunny Liquor will be organized and managed in a creative and innovative fashion to generate very high levels of customer satisfaction, and to provide good quality products

Training classes will be held to help improve employee knowledge to protect public health and welfare on a regular basis. As the business grows, the Business will consider offering an employee benefit package to include health and vacation benefits for everyone.

5.1 Personnel Plan

Sunny Liquor will have a part-time and a full time staffs:

- So Young Park (owner)
- Store Manager (1)
- Cashier/staff (4)

6.0 Financial Plan (Projected Profit and Loss)

The following table shows our very conservative profit and loss projections for the next three years. The table includes the payments for all employees, as well for all regularly occurring product expenses associated with sales.

Pro Forma Profit and Loss

	FY 2010(4QTR)	FY 2011	FY 2012
Total Sales	**120.000**	**700.000**	**900.000**
Total Direct Cost of Sales	**90.000**	**480.000**	**640.000**
Gross Profits	**30.000**	**220.000**	**260.000**
Payroll	30.000	120.000	140.000
Sales and Marketing and Other Expenses	2.000	4.000	5.000
Utilities/phones/others	2.000	7.000	9.000
Insurance	1.000	3.000	3.000
Professional Fees	1.000	2.000	2.000
Leased Equipment/Rent	0	500	500

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

Repair & Maintenance	0	1.300	2.200
Payroll Taxes	1.800	8.900	10.300
Misc.	0	0	0
---	---	---	---
Total Operating Expenses	**37.800**	**146.700**	**172.000**
Net Profit Before Taxes	**-7.800**	**73.300**	**88.000**

VILLAGE OF PALATINE

DEPARTMENT OF PLANNING & ZONING
200 E. Wood Street · Palatine, IL · 60067-5339
Telephone: (847) 359-9047 · Fax (847) 963-6247
www.palatine.il.us · Action Line (847) 705-5200

DATE:	July 13, 2010
TO:	Mayor and Village Council
FROM:	Susan Tibbitts, Chair, Zoning Board of Appeals
RE:	Findings of Fact
ZONING CASE:	10-45
PETITIONER:	So Young Park
LOCATION:	737 W. Palatine Road
PROPOSAL:	Special Use to permit a liquor store pursuant to Section 11.02 (d) (28) of the Palatine Zoning Ordinance.

PUBLIC HEARING:

After due notice as required by law, the Zoning Board of Appeals conducted a hearing relative to the above mentioned petition on July 13, 2010.

The petitioner, So Young Park, was present with her representative Mitchell Asher and provided testimony as to the reasons for the request and why she believed that the petition met the necessary standards. No objectors were present.

Rebecca Leslie, Planning and Zoning Department, was present and testified Staff recommends action at the discretion of the Zoning Board of Appeals.

FINDINGS:

The Standards have been met.

RECOMMENDATION:

Therefore, by a vote of 7 Ayes to 0 Nays, the Zoning Board of Appeals voted to recommend approval of the Special Use to permit the above proposal subject to the following condition:

> The Special Use shall substantially conform to the floor plan attached hereto as Exhibit "A" except as such plans may be changed to conform to Village Codes and Ordinances.

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

IV. 10-045 737 W. Palatine Road

Special Use to permit a Liquor Store pursuant to Section 11.02 (d) (28) of the Palatine Zoning Ordinance.

Notice was published on June 28, 2010, and mailed to surrounding property owners.

PETITIONER'S EXHIBITS:

1. Petition for Special Use
2. Real Estate Disclosure
3. Lease Agreement
4. Plat of Survey
5. Site Plan
6. Business Plan
7. Floor Plan

Ms. Leslie was sworn in and then gave the background to this request.

LOCATION: 737 W. Palatine Road (Council District 2 – Lamerand)	**CURRENT ZONING:** P, Planned Unit Development

SURROUNDING CONDITIONS:

North:	R-1, Single Family Homes
South:	R-2, Single Family Homes and P, Planned Unit Development
East:	R-2, Single Family Homes
West:	B-1, Shopping Center

BACKGROUND:

The Subject Property contains Inverness Plaza, which is currently expanding to the east. The existing dry cleaners will be moving to the new addition and the liquor store is proposing to move into the newly vacant space. The PUD Ordinance for this property indicates that B-1 zoning standards shall be utilized and liquor stores require a Special Use in the B-1 Zoning District. Therefore, the Petitioner is requesting a Special Use for the operation of a liquor store.

GENERAL ANALYSIS:

- The shopping center is located at the southeast corner of Palatine Road and Quentin Road. The proposed tenant space would be located between Vini's Pizza and Inverness Cleaners.
- The space is currently occupied by Inverness Cleaners but will soon be vacant as Inverness Cleaners will be moving to the new addition next door. The expansion would be approximately 3,000 square feet and would increase the total building square footage to approximately 8,300 square feet.
- The Petitioner is proposing to sell alcoholic beverages, cigarettes/tobacco products, deli items, non-alcoholic drinks and bakery goods.
- The Petitioner would work at the store in addition to one store manager and four cashier/staff people.

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

- The Petitioner has applied for a liquor license.
- Hours of operation would be Monday to Thursday 10am – 10pm, Saturday 9 am – 11pm, and Sunday 11am – 9 pm. The proposed business hours are consistent with the restrictions under a Class "B" liquor license (packaged liquor store).
- Within a one mile radius, there are three liquor stores.
- The tenant space is 1,650 square feet. 5.5 parking spaces are required. There is no change in the parking demand from the previous tenant.
- Liquor sales have occurred in the 7-Eleven in the past without incidents for approximately 10 years. Liquor sales are not currently being conducted at the 7-Eleven. An additional liquor store was in operation at 749 W. Palatine Road from 1976 to 2002.

DEPARTMENTAL REVIEWS:

Community Services	No issues or comments.
Engineering	No issues or comments.
Environmental Health	N/A
Fire Prevention	The new addition will be protected with a fire sprinkler system. The wall separating the new space from the existing building will need to be properly fire rated at 3 hours.
Public Works	N/A
Police	No issues or comments.

Standards for a Special Use

Since this Petition is not for a use publicly operated or traditionally affected with the public interest, those standards under Section 14.05 D (2) and (3) are applicable. Specifically, the Petitioners must show that the Special Use, if granted, will be operated in a manner consistent with the public health, safety, and welfare, and that the Special Use will not have a negative impact on the value of surrounding properties. The Petition for a Special Use is attached, and the Petitioners have attempted to address the required standards.

Mr. Saini asked why the 7/11 is not selling liquor anymore; possible change in business plan.

Ms. Tibbitts asked if the liquor store is proposing to use the entire space of the previous dry cleaner; just a portion of the space. Is there going to be a change in parking demand; same as cleaners and liquor store as parking is based on square footage for this particular business. Staff clarified that the square footage of the space dictates the parking requirements.

The Petitioner's representative, Mitchell Asher, Palatine, along with the Petitioner, So Young Park, Hoffman Estates (Owner of Sunny Liquors) was sworn in.

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

The Petitioner indicated that she chose this space because it's close to her home. Thought of opening a grocery store but 7/11 sells those items. She has experience with liquor sales in various stores.

Mr. Asher stated that Ms. Park is a US Citizen and has lived in this country for 12 years employed in liquor sales for Osco and other stores. She wishes to owner her own business. Ms. Park chose this location because she knows the landlord and she checked traffic patterns and believes this area has enough traffic to support this type of business.

Ms. Tibbitts asked how many years of direct experience the Petitioner has; 12 in US and some in Korea with her family. Neighbor comments; no negative comments, Vini's and dry cleaners are all positive. Any relationship between the Petitioner and Inverness Cleaners; no. Ms. Tibbitts stated that she lives nearby and is an Inverness Cleaner's customer. What type of deli and bakery items will the store carry; pre-packages items, no cut meat. Plan to have a high end wine shop with some liquor and cigarettes. Attract high-end of customers. No consumption of food or liquor on premises. Will the store carry single servings; No, but may consider selling small packets of beer plus single bottles of wine.

Ms. Tibbitts asked about a security plan; security cameras will be placed in and outside, will cleanup up debris from lot when closing the store. Number of employees when store is operating; hire an additional person. Petitioner is Basset Certified; yes.

Mr. Robertson asked about specific wok experience; was bartender for brother's bar and worked for Osco in the evening. She will avoid any trouble and would check parking lot for any intoxicated persons.

Ms. Roth-Wurster asked if Petitioner is Basset Certified; yes. Would employee be certified; no, she would train them. Mr. Asher indicated that all employees will be Basset Certified.

Ms. Wood asked Staff if wine tasting is allowed with a Class B Liquor License; don't know. Were there any problems with the previous liquor store at this location; no. What is the percentage of liquor store problems in the Village; don't have this information.

Ms. Tibbitts asked where the deliveries would be made due to the small access in the back of the building, in the front?, when?; Petitioner will avoid deliveries to her store with 7/11 delivery times so there is no overlap.

There were no audience comments. There were no questions by Staff for the Petitioner.

Mr. Kendall left the meeting.

Coincidentally, liquor sales at the 7-Eleven had been conducted for many years without incident. The opening of a new liquor store would not likely create any greater impacts than the sale of liquor at the 7-Eleven in the past. Though an individual liquor store in the center may have an impact on the neighbors considering the plaza is surrounded by single family residential areas. Nevertheless, Staff is not aware of any previous problems with such a use. In the absence of any site or planning issues, the location of a liquor store is a policy decision for the ZBA to review and the Village Council to decide. Staff recommends action at the discretion of the Zoning Board of Appeals for the Special Use with the following condition:

1. The Special Use shall substantially conform to the floor plan attached hereto as Exhibit 'A,'

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

except as such plans may be changed to conform to Village Codes and Ordinances.

Mr. Asher indicated that they will abide by the Village Codes.

There was nothing further. The Public Hearing was closed.

DELIBERATIONS:
Mr. Wheeler indicated that a liquor store used to be in this location and there was no testimony as to past problems. No negative impacts or health alterations. Appreciates the Petitioners plan to avoid 7/11 deliveries.

Mr. Wheeler made a motion to approve the request, subject to Staff's recommendation; 2nd by Mr. Saini.

Vote: All Ayes (7-0)

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

VILLAGE OF PALATINE

SPECIAL USE & VARIATION APPLICATION

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

Office Use Only		
	Project Planner: SK	Zoning Case #: 10-15
	Filing Fee: $750.00	Notification Deadline:
	ZBA Public Hearing Date:	Village Council Date:

RECEIVED
JUN - 2 2010
PLANNING & ECONOMIC DEVELOPMENT
date received

Background Information

Petitioner(s): SO YOUNG PARK	**Business Name (if applicable)**: SUNNY LIQUORS, INC.
Address: 4609 OLMSTEAD DR.	City/State/Zip Code: HOFFMAN ESTATES, IL 60192
Telephone: 847-496-4552	Fax:
Email:	
Subject Property Address: 737 W. PALATINE RD. PALATINE IL 60067	SUNNY LIQUORS
Authorized Agent (if applicable)	**Business Name (if applicable)**
Address	City/State/Zip Code
Telephone	Fax
Email	

Relationship to Petitioner (contractor, architect, etc.)

Type of Application (check one)

☑ Special Use ☐ Special Use Transfer ☐ Special Use Amendment ☐ Variation

Existing Zoning District	Existing Land Use	Proposed Land Use
P		

Action Requested

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

So Young Park — JUN 2, 2010
Signature — Date

PETITIONER'S EXHIBIT
1

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

SPECIAL USE

PALATINE

Required Materials

- ☑ Filing Fee of $ 771
- ☑ Application Form
- ☑ Plat of Survey (must show all current improvements and be sealed by an Illinois certified surveyor)
- ☑ Site Plan (dimension, location, and setbacks of all existing and proposed buildings) – **one 11x17 copy, electronic version preferred**
- ☑ Real Estate Interest Disclosure Form (see attached)
- ☑ Proof of Ownership or Lease (e.g. Title Insurance Policy, Deed, or Purchase Contract)
- ☑ Business Plan (if applicable; including, but not limited to nature of business, hours of operation number of employees, floor plan, and menu)

Additional Materials (as required by the Village)

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

Petitioner Justification

The Petitioner is required to present specific evidence related to each of the following standards to justify the request (paraphrased from Section 14.05 of the Palatine Zoning Ordinance). Attach a separate sheet if necessary.

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

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

Alarm system will be installed on site which is connected to the police dept. to protect public safety matters. Myself and all employees will attend at BASSET and other programs to protect public health and welfare

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

The new store will be the only one liquor store around this area, and the store will bring more clients to nearby business. So those properties' value will not be damaged.

4. With respect to live entertainment uses, the use shall not:
   a. Produce noise levels so great as to constitute an unreasonable interference for persons outside the confines of the establishment
   b. Impose undue health, sanitation or safety burdens on the village
   c. Create excessive demands on the Village of Palatine Police Department
   d. Be of a nature otherwise prohibited by law or village ordinance
5. For fence standards, see Section 14.05 of the Palatine Zoning Ordinance

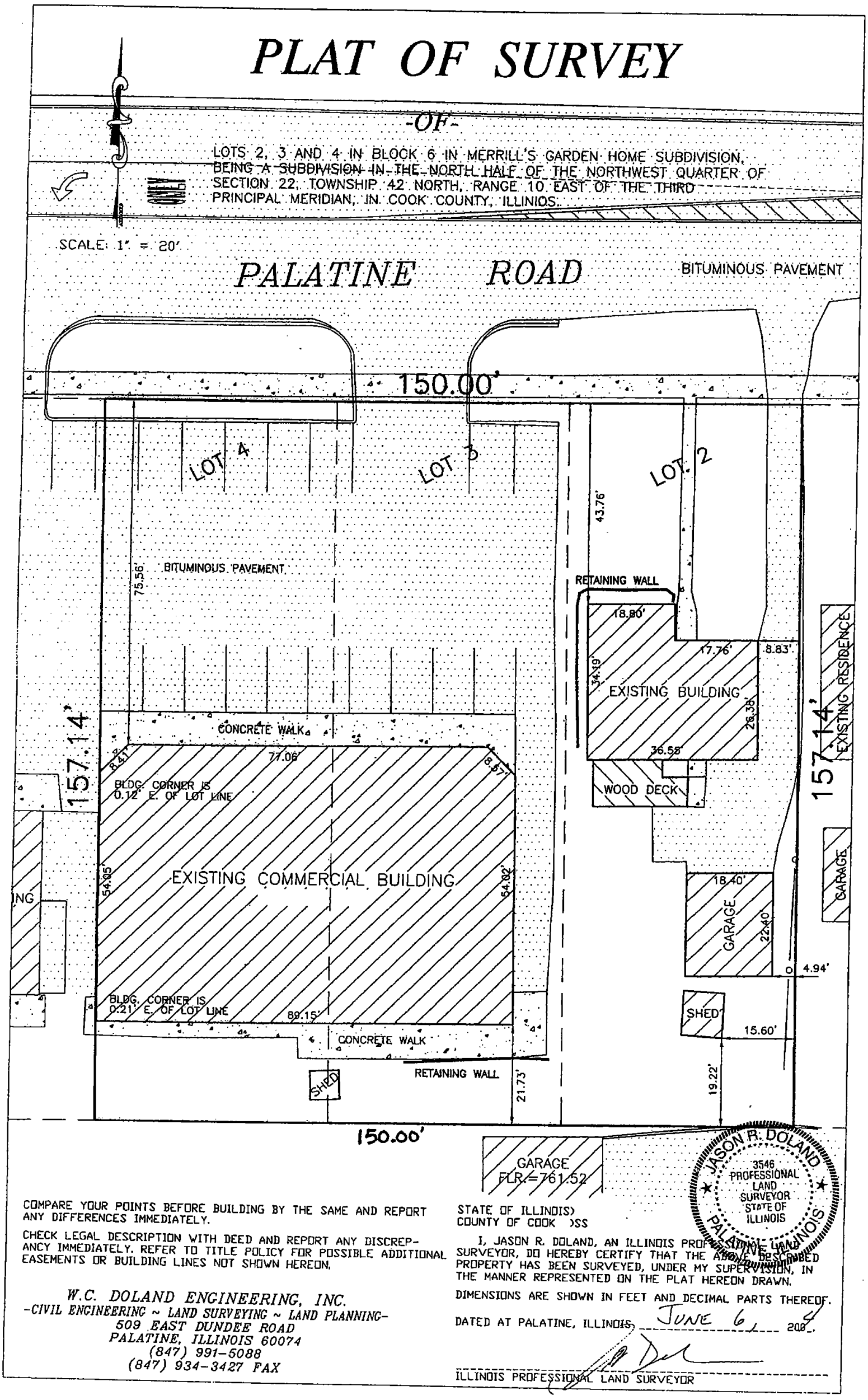
Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

PLAT OF SURVEY

-OF-

LOTS 2, 3 AND 4 IN BLOCK 6 IN MERRILL'S GARDEN HOME SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE: 1" = 20'



COMPARE YOUR POINTS BEFORE BUILDING BY THE SAME AND REPORT ANY DIFFERENCES IMMEDIATELY.

CHECK LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. REFER TO TITLE POLICY FOR POSSIBLE ADDITIONAL EASEMENTS OR BUILDING LINES NOT SHOWN HEREON.

W.C. DOLAND ENGINEERING, INC.
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
509 EAST DUNDEE ROAD
PALATINE, ILLINOIS 60074
(847) 991-5088
(847) 934-3427 FAX

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JASON R. DOLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

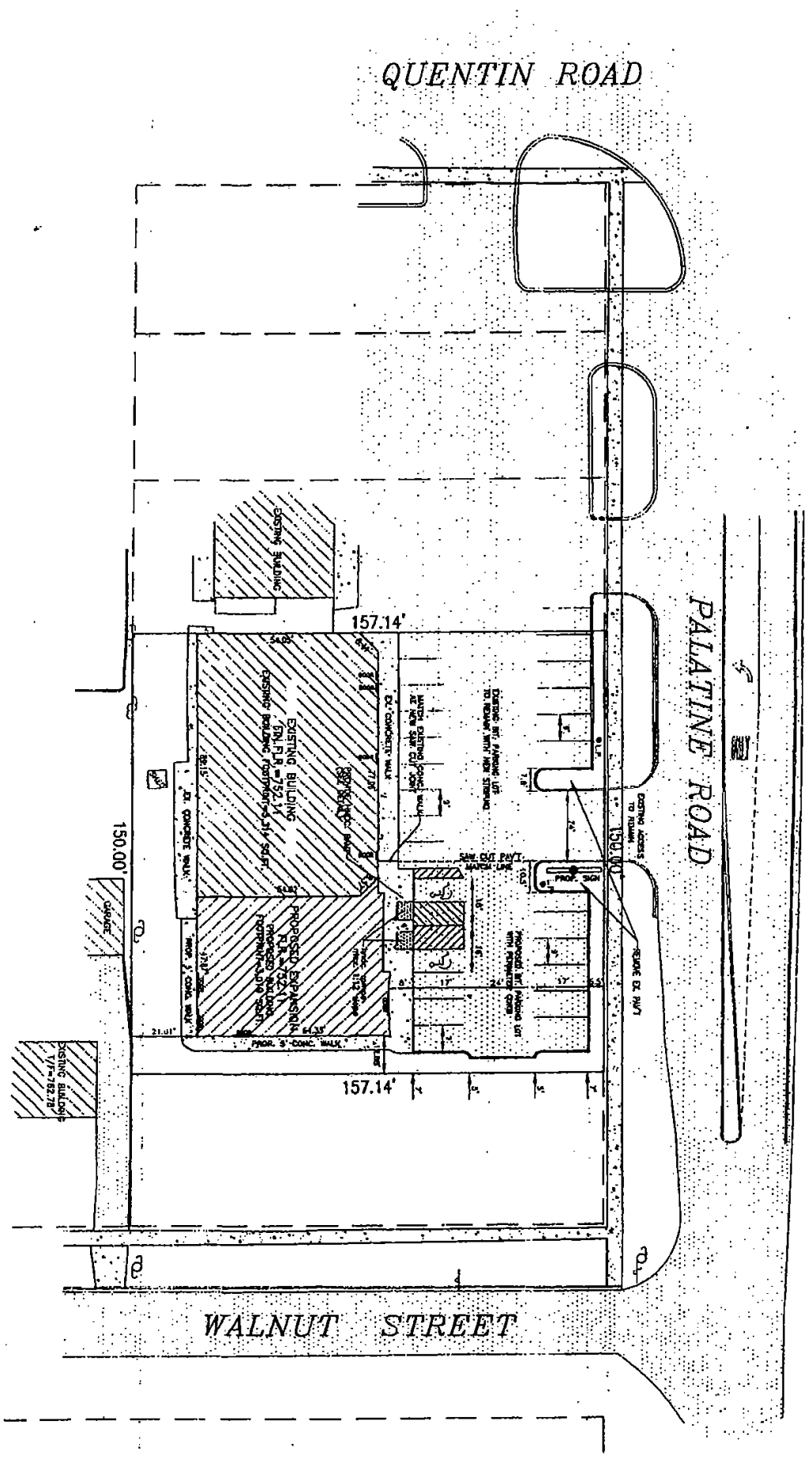
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED AT PALATINE, ILLINOIS, JUNE 6, 2008.

JASON R. DOLAND 3546 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PALATINE, ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)



C3

SITE PLAN

DRAWN: TLC
SCALE: 1"=30'
DATE: 1/15/09

SITE IMPROVEMENTS AT
INVERNESS CLEANERS
PALATINE, ILLINOIS

W. C. DOLAND ENGINEERING, INC.
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, UNIT C1
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427 FAX

REVISION	
01/14/09	REVISED PER VILLAGE STAFF REVIEW
03/26/09	REVISED PER VILLAGE STAFF AND CLIENT COMMENTS
04/27/09	REVISED PER CLIENT COMMENTS
05/26/09	REVISED PER VILLAGE REVIEW

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

PUBLIC NOTICE

A public hearing will be held before the Palatine Zoning Board of Appeals on Tuesday, July 13, 2010 at 7:00 PM, in the Village Council Chambers in the Palatine Community Center, 200 E. Wood Street, relative to a request for:

1. Special Use to permit a Liquor Store pursuant to Section 11.02 (d) (28) of the Palatine Zoning Ordinance.

The property is commonly known as 737 W. Palatine Road (PIN #02-22-100-004). The Petitioner is proposing to open a liquor store (Sunny Liquors) in the tenant space that will be shortly vacated by Inverness Cleaners.

The above petition has been filed by So Young Park and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

ZONING DOCKET: 10-045
VILLAGE OF PALATINE
Susan Tibbitts, Chair
Zoning Board of Appeals
DATED: This 28th day of June, 2010.
Published in Daily Herald
June 28, 2010 (4219874) N

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

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

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published June 28, 2010 in said DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Holly Bratanick
Authorized Agent

Control # 4219874

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

TYPE: ORDINANCE **SUBMITTED BY:** PLANNING & ZONING **DATE:** 08/02/2010
DESCRIPTION: Consideration of a Special Use to permit the operation of a liquor store at 737 W. Palatine Road.
(Park - Case No. 10-045) (District 2)

COMMITTEE ACTION: **DATE:**

BACKGROUND:

The Subject Property contains Inverness Plaza, which is currently expanding to the east. The existing dry cleaners will be moving to the new addition and the liquor store is proposing to move into the newly vacant space. The PUD Ordinance for this property indicates that B-1 zoning standards shall be utilized and liquor stores require a Special Use in the B-1 Zoning District. Therefore, the Petitioner is requesting a Special Use for the operation of a liquor store.

Special Use to permit a Liquor Store pursuant to Section 11.02 (d) (28) of the Palatine Zoning Ordinance.

ANALYSIS:

- The shopping center is located at the southeast corner of Palatine Road and Quentin Road. The proposed tenant space would be located between Vini's Pizza and Inverness Cleaners.
- The space is currently occupied by Inverness Cleaners but will soon be vacant as Inverness Cleaners will be moving to the new addition next door. The expansion would be approximately 3,000 square feet and would increase the total building square footage to approximately 8,300 square feet.
- The Petitioner is proposing to sell alcoholic beverages, cigarettes/tobacco products, deli items, non-alcoholic drinks and bakery goods.
- The Petitioner would work at the store in addition to one store manager and four cashier/staff people. The Petitioner has concurrently applied for a liquor license.
- Hours of operation would be Monday to Thursday 10am – 10pm, Saturday 9 am – 11pm, and Sunday 11am – 9 pm. The proposed business hours are consistent with the restrictions under a Class "B" liquor license (packaged liquor store). Within a one mile radius, there are three liquor stores.
- The tenant space is 1,650 square feet. 5.5 parking spaces are required. The required parking was established by the Planned Development. There is no change in the parking demand from the previous tenant.
- Liquor sales have occurred in the 7-Eleven in the past without incidents for approximately 10 years. Liquor sales are not currently being conducted at the 7-Eleven. An additional liquor store was in operation at 749 W. Palatine Road from 1976 to 2002. The Police Department reviewed this request and did not have any stated concerns.
- In the absence of any site or operational related issues, the review of liquor license requests and Special Uses for liquor stores is a policy discussion for the Village Council to evaluate.

ALTERNATIVES:

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

RECOMMENDATION:

Public Hearing:	July 13, 2010, Zoning Board of Appeals
Residents Testifying:	None
Concerns:	None
Vote:	The ZBA voted unanimously to approve the request. Staff recommends Action at the Village Council's discretion.

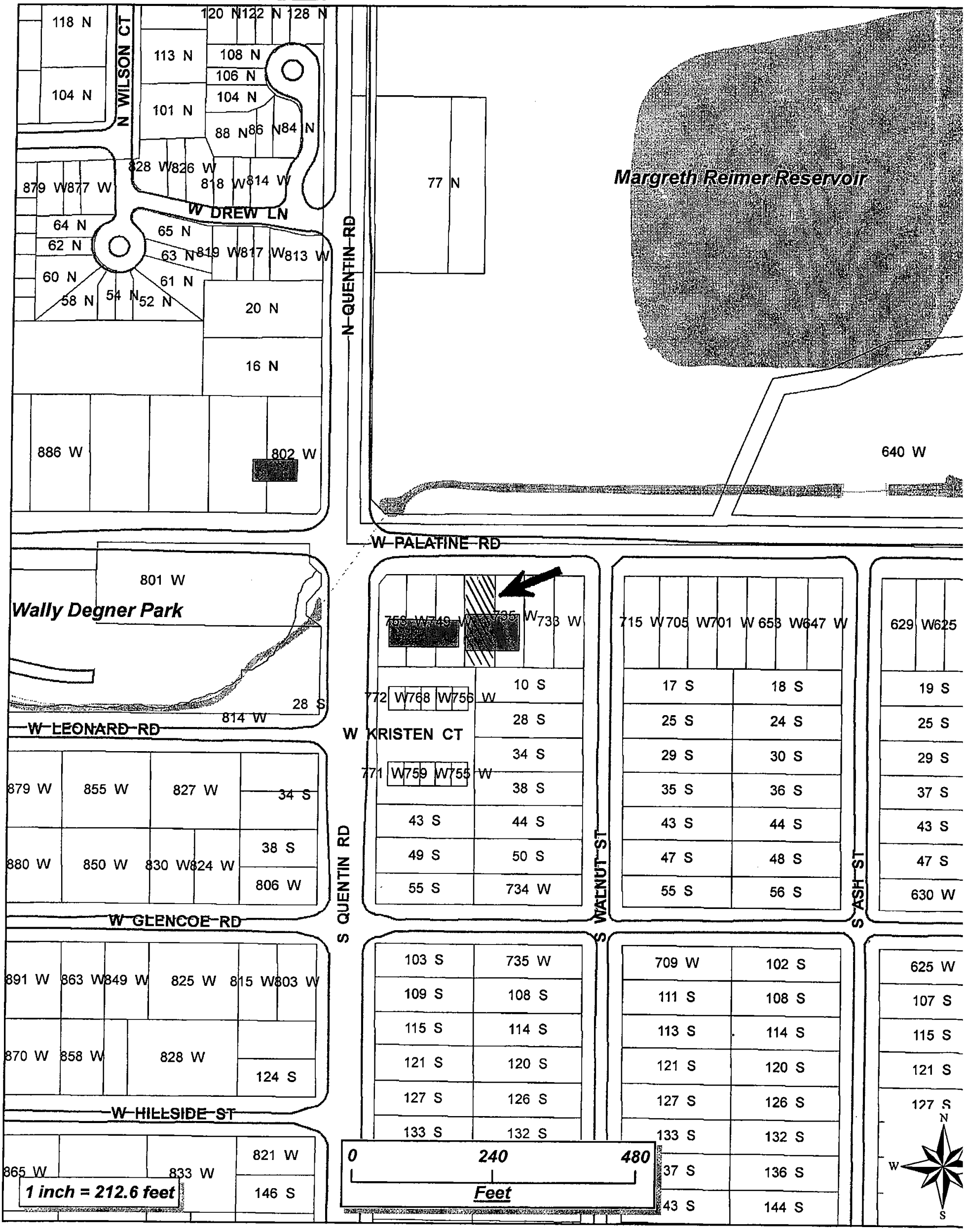
ACTION REQUIRED:

Consideration of a Special Use to permit the operation of a liquor store at 737 W. Palatine Road.

Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors

VILLAGE OF
PALATINE

737 W. PALATINE ROAD



Attachment: Special Use Ordinance #O-86-10 (741 W Palatine Road - SUT J&J Liquors)

Consider an Ordinance Granting a Special Use for a Side Yard Setback Reduction at 1101 S. Smith Street

This item was reviewed by the Village Council on February 10, 2025, and continued to March 10, 2025. In the interim, the Petitioner has provided detailed plans for the garage addition. Staff has reviewed the plans submitted and determined they are sufficient for the work that was completed. If the requested relief for the garage addition is approved, the Petitioner must complete the Village's building permit application process.

BACKGROUND:
The Subject Property is zoned R-1 Single-Family Residential and contains approximately 22,000 square feet (0.5 acres). It was annexed in 1990, and the attached garage was built in 2021 with the minimum setback (15 feet) from the side lot line.

The Petitioner subsequently constructed an addition, without a permit, on the south side of the garage that now encroaches into the required minimum 15-foot side yard setback. Therefore, the Petitioner is requesting approval of the following:

> **Special Use to permit an addition to be set back 5 feet from the side yard lot line, instead of the minimum required 15 feet.**

KEY ISSUES:
- The constructed addition does not comply with the minimum required 15-foot side yard setback. The addition is set back 5.97 feet.
- The addition is approximately 133 square feet, with a maximum height of 9.25 feet. The Petitioner indicates this is used for storage of lawn furniture and materials only.
- Both building and lot coverage are below the required 25% building and 35% lot coverage limitations at 11% and 25%. As part of the review, Staff notes that there are other locations on the .5 acre property where a shed could be placed without any required zoning relief.

ALTERNATIVES:
1. Approve the Special Use to permit an addition to encroach into the required side yard setback.
2. Do not approve the Special Use to permit an addition to encroach into the required side yard setback.

RECOMMENDATION:

Public Hearing**:**	PZC meeting on January 28, 2025.
Residents testifying:	1: Neighboring property owner spoke in support of request.
Vote:	The PZC voted 4-3 to approve the Special Use. Staff recommends denial of the setback reduction.

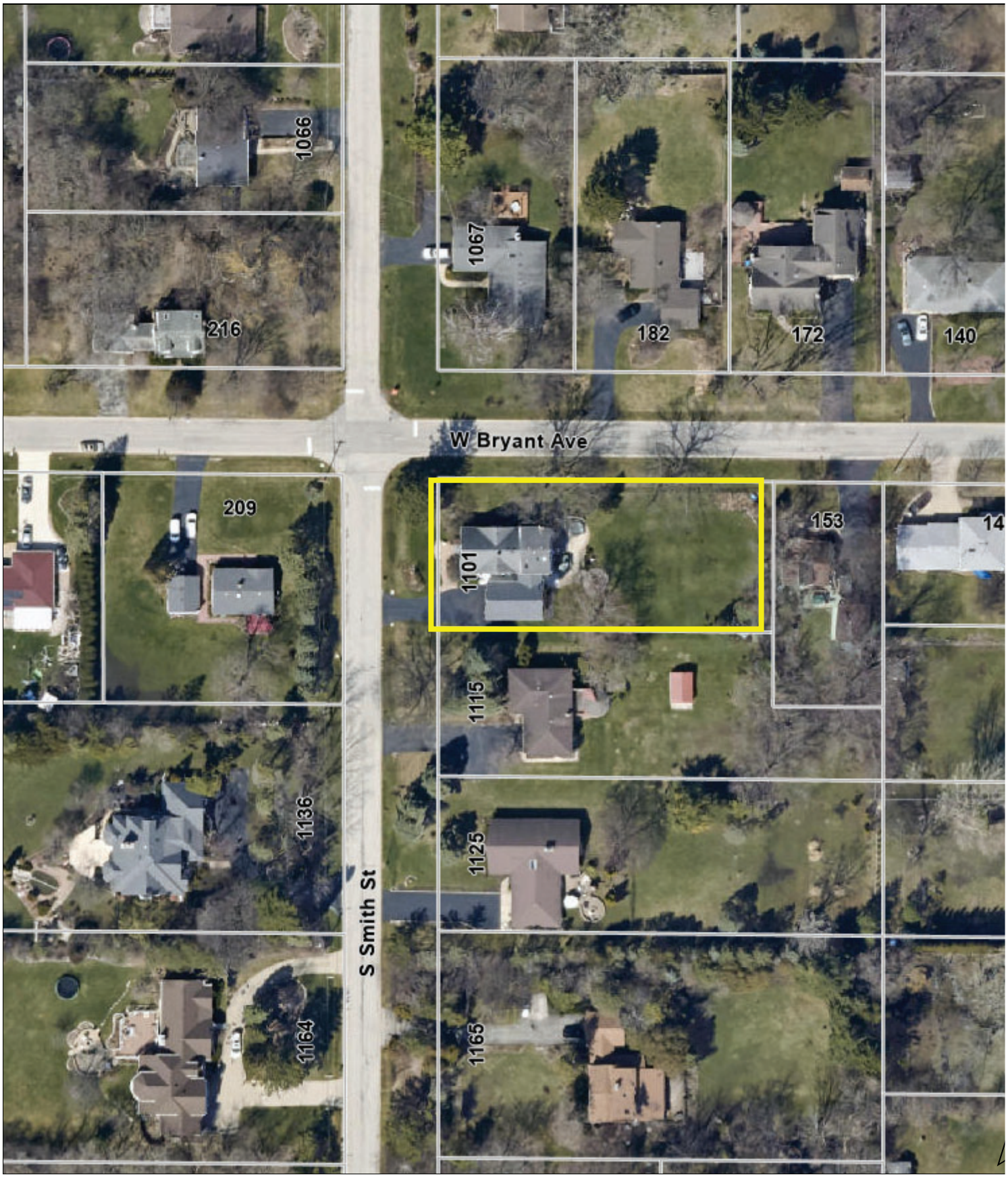
ACTION REQUIRED:
A motion to approve the ordinance granting a Special Use to permit a side yard setback reduction at 1101 S. Smith Street.

ATTACHMENTS:

- Aerial Map
- ORD SU 1101 S Smith St
- 1101 S Smith Street - Detailed Plans
- EXHIBIT - Site Plan
- EXHIBIT - Elevation
- PZC materials - 1-28-25
- DRAFT PZC minutes - 1-28-25
- Public Notice

GISConsortium

1101 S. Smith Street



0 100 200 ft

Print Date: 11/18/2024

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 (2025-10 : 1101 S Smith Street - SU setback)

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE AT
1101 S. SMITH STREET

WHEREAS, pursuant to a petition and public hearing on January 28, 2025, of which public notice was given as required by law, the Planning and Zoning Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit an addition to be set back 5 feet from the side yard lot line, instead of the minimum required 15 feet pursuant to Section 10.02 (h) (4) of the Palatine Zoning Ordinance, on the following legally described property:

> **THE NORTH 97 FEET OF LOT 10 (EXCEPT THE EAST 70 FEET THEREOF) IN BLOCK 24 IN ARTHUR 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, IN COOK COUNTY, ILLINOIS.**

Commonly known as 1101 S. Smith Street (PIN# 02-27-206-015-0000)

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

SECTION 1: Special Use to permit an addition to be set back 5 feet from the side yard lot line, instead of the minimum required 15 feet pursuant to Section 10.02 (h)

Attachment: ORD SU 1101 S Smith St (2025-10 : 1101 S Smith Street - SU setback)

(4) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition(s):

1. The Special Use shall substantially conform to the site plan submitted by the petitioner dated 12/06/2024 and elevation submitted by the Petitioner except as such plans may be changed to conform to Village Codes and Ordinances.

2. The required building permit and related materials shall be submitted in a manner acceptable to the Community Development Director to ensure compliance and necessary inspection verification with the applicable codes.

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

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

PASSED: This _____day of _____, 2025

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

APPROVED by me this _____day of _____, 2025

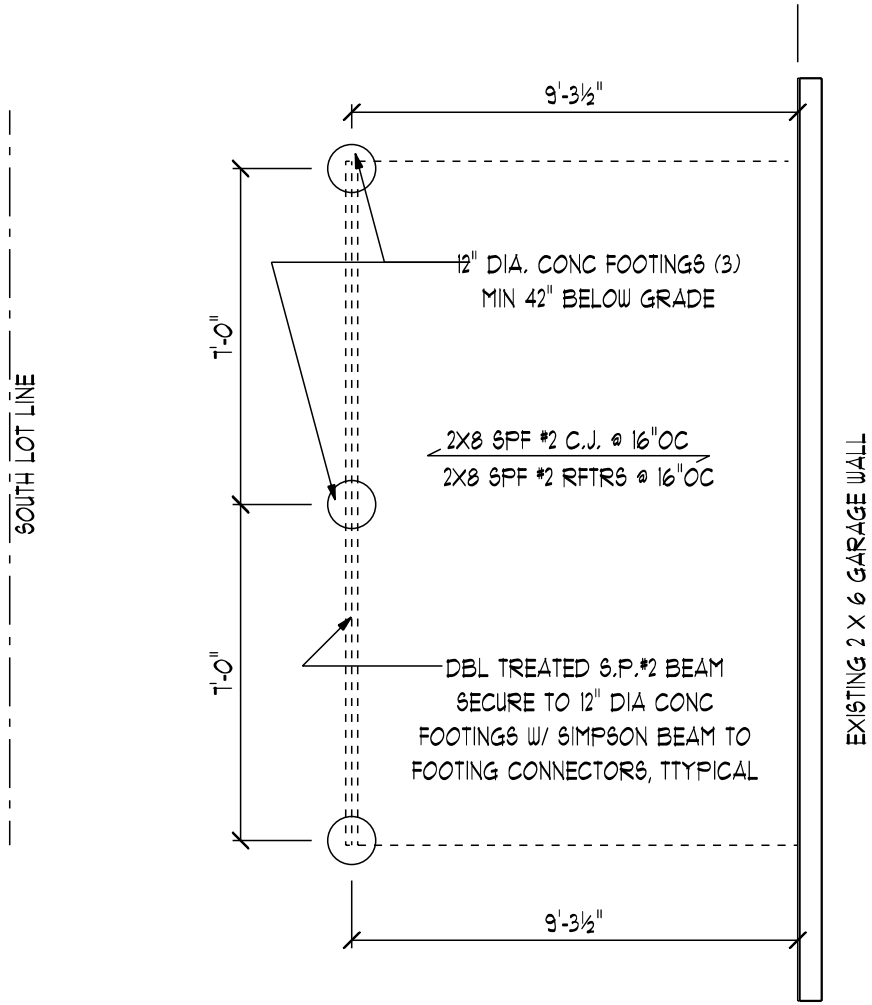
_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____day of _____, 2025

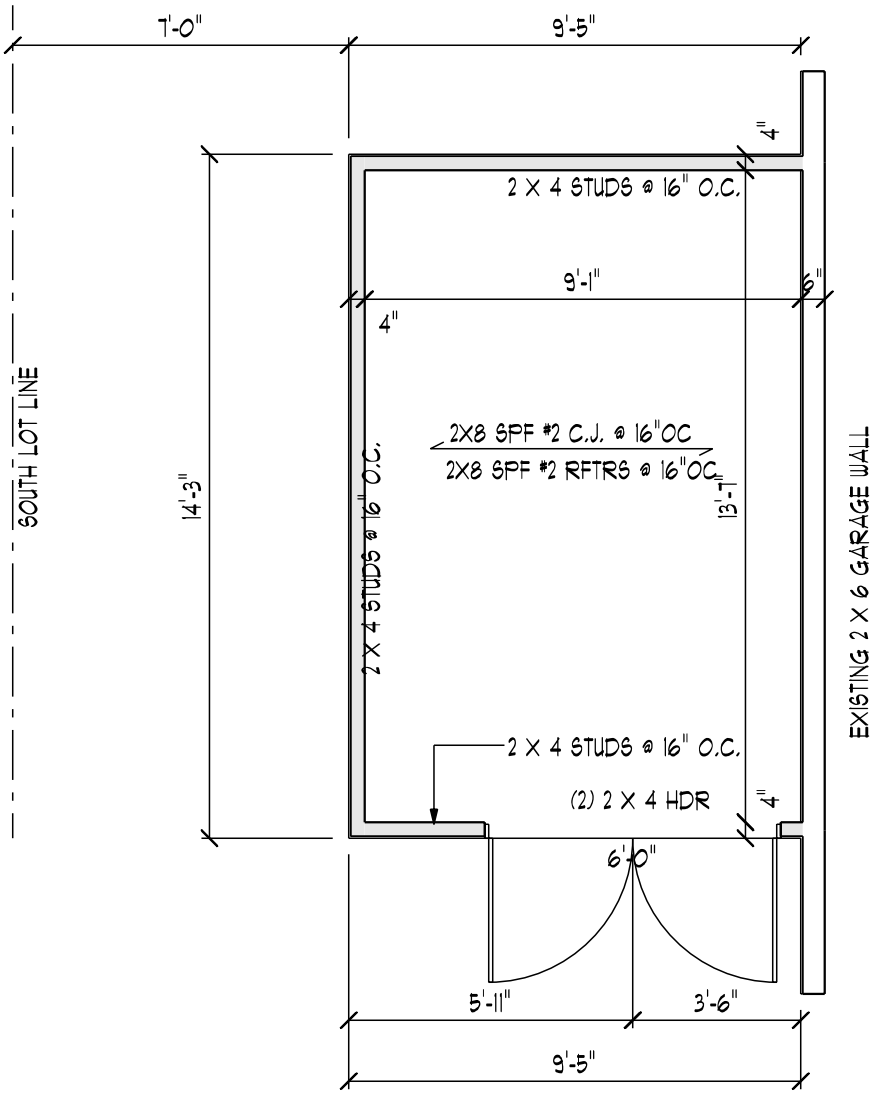
_____
Village Clerk

Attachment: ORD SU 1101 S Smith St (2025-10 : 1101 S Smith Street - SU setback)



SHED FOOTING PLAN

(1/4" = 1'-0")



SHED FLOOR PLAN

(1/4" = 1'-0")

PALATINE, ILLINOIS
HAS ADOPTED THE FOLLOWING CODES
(WITH ALL AMENDMENTS)
INTERNATIONAL RESIDENTIAL CODE / 2021
PALATINE CODE OF ORDINANCES

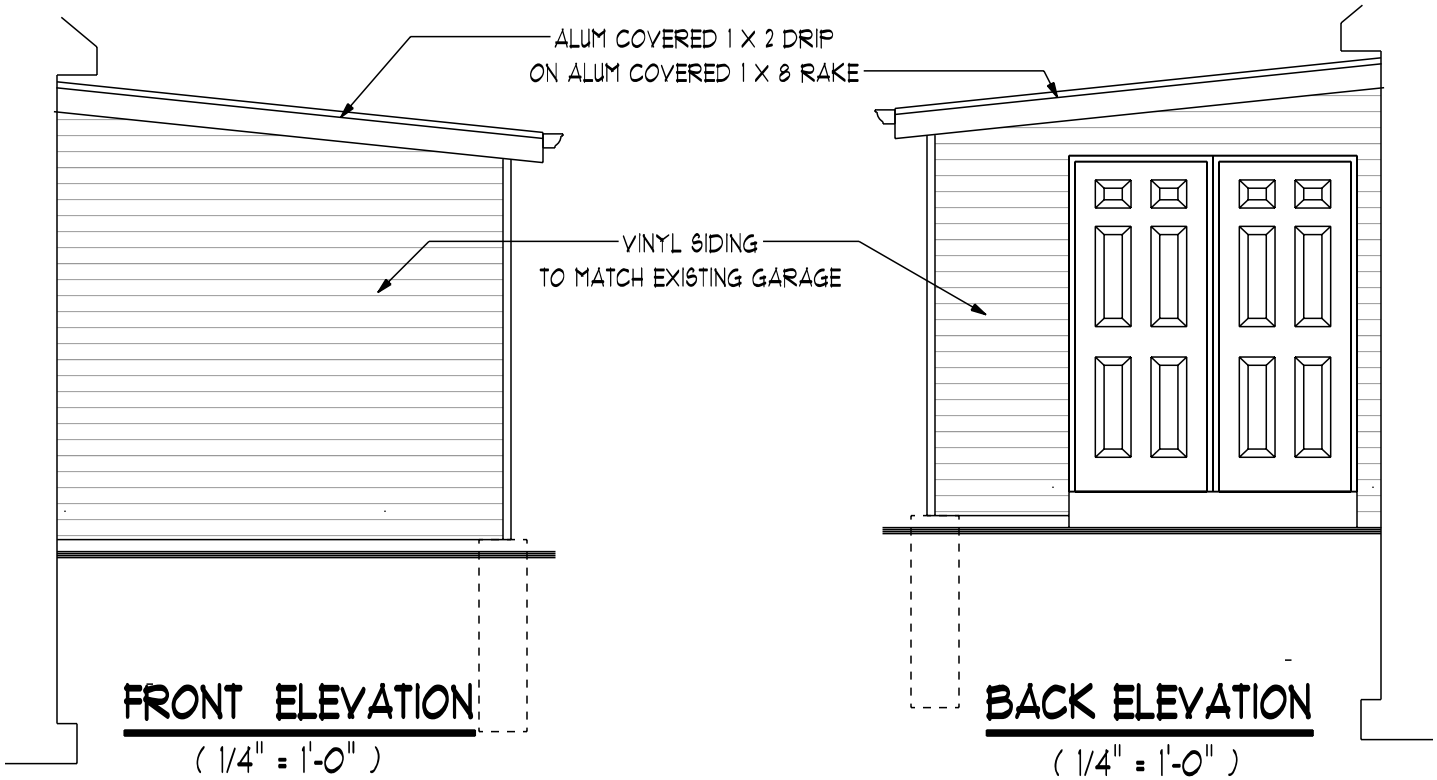
LICENSED ARCHITECT
JOSEPH N. MURAN
#001-011734
STATE OF ILLINOIS

EXPIRES 11/30/2026
Joseph N. Muran
02-27-2025

NEW SHED

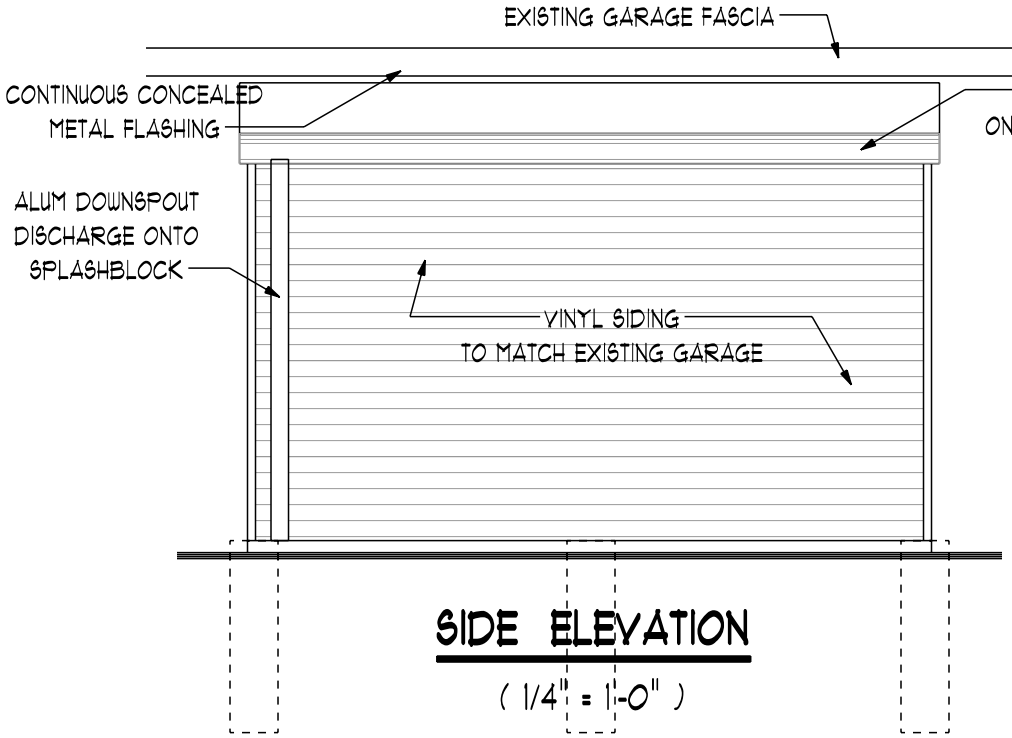
1101 S. SMITH
PALATINE , IL
02-27-2025

Attachment: 1101 S Smith Street - Detailed Plans (2025-10 : 1101 S Smith Street - SU setback)



FRONT ELEVATION
(1/4" = 1'-0")

BACK ELEVATION
(1/4" = 1'-0")



SIDE ELEVATION
(1/4" = 1'-0")

LICENSED ARCHITECT
JOSEPH N. MURAN
*001-011734
STATE OF ILLINOIS

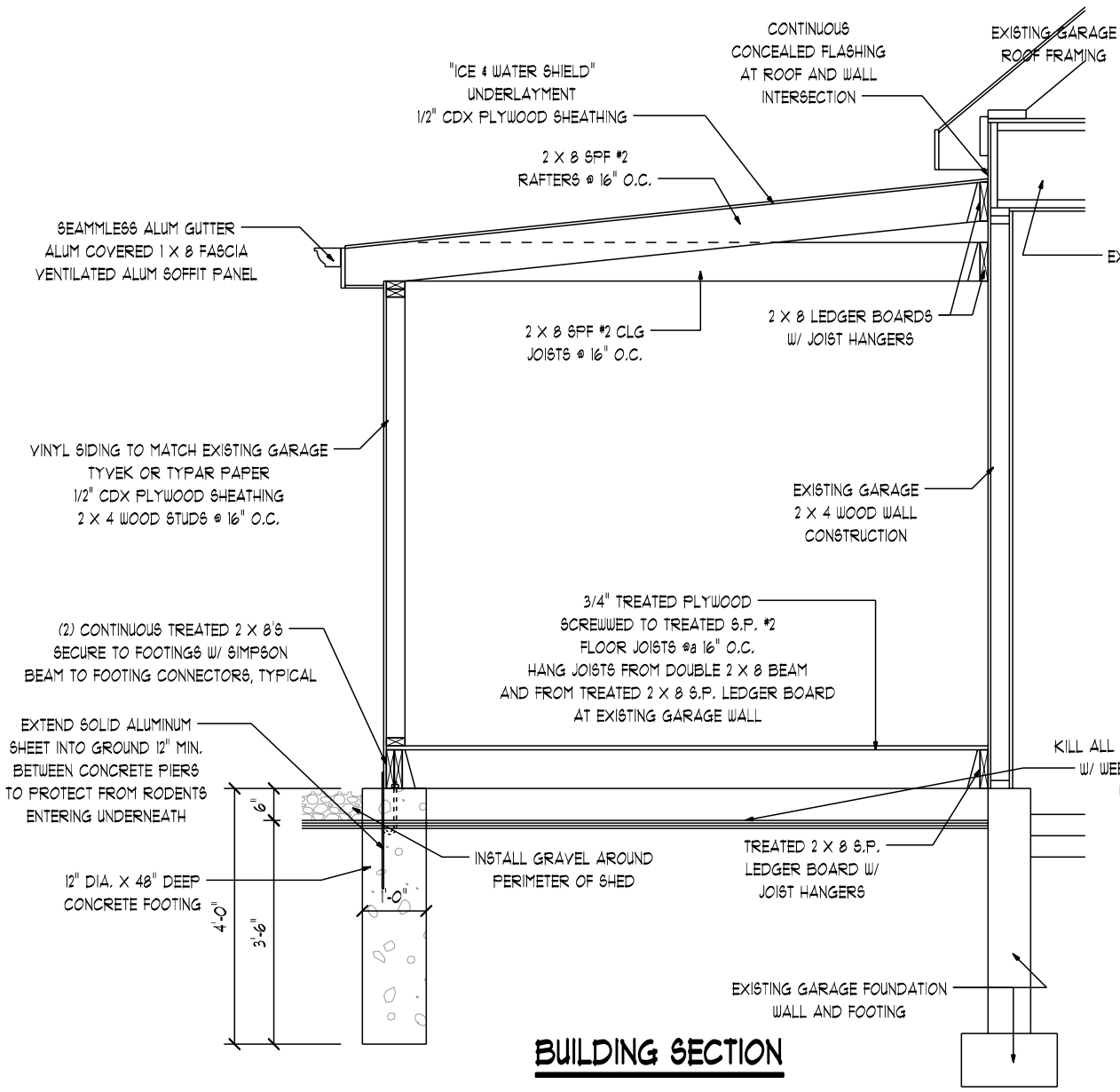
EXPIRES 11/30/2026
Joseph N. Muran
02-27-2025

PALATINE, ILLINOIS
HAS ADOPTED THE FOLLOWING CODES
(WITH ALL AMENDMENTS)
INTERNATIONAL RESIDENTIAL CODE / 2021
PALATINE CODE OF ORDINANCES

NEW SHED

1101 S. SMITH
PALATINE , IL
02-27-2025

Attachment: 1101 S Smith Street - Detailed Plans (2025-10 : 1101 S Smith Street - SU setback)



BUILDING SECTION

LICENSED ARCHITECT
JOSEPH N. MURAN
#001-011734
STATE OF ILLINOIS

EXPIRES 11/30/2026

Joseph N. Muran

02-27-2025

PALATINE, ILLINOIS
HAS ADOPTED THE FOLLOWING CODES
(WITH ALL AMENDMENTS)
INTERNATIONAL RESIDENTIAL CODE / 2021
PALATINE CODE OF ORDINANCES

NEW SHED

1101 S. SMITH
PALATINE , IL
02-27-2025

Attachment: 1101 S Smith Street - Detailed Plans (2025-10 : 1101 S Smith Street - SU setback)



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*

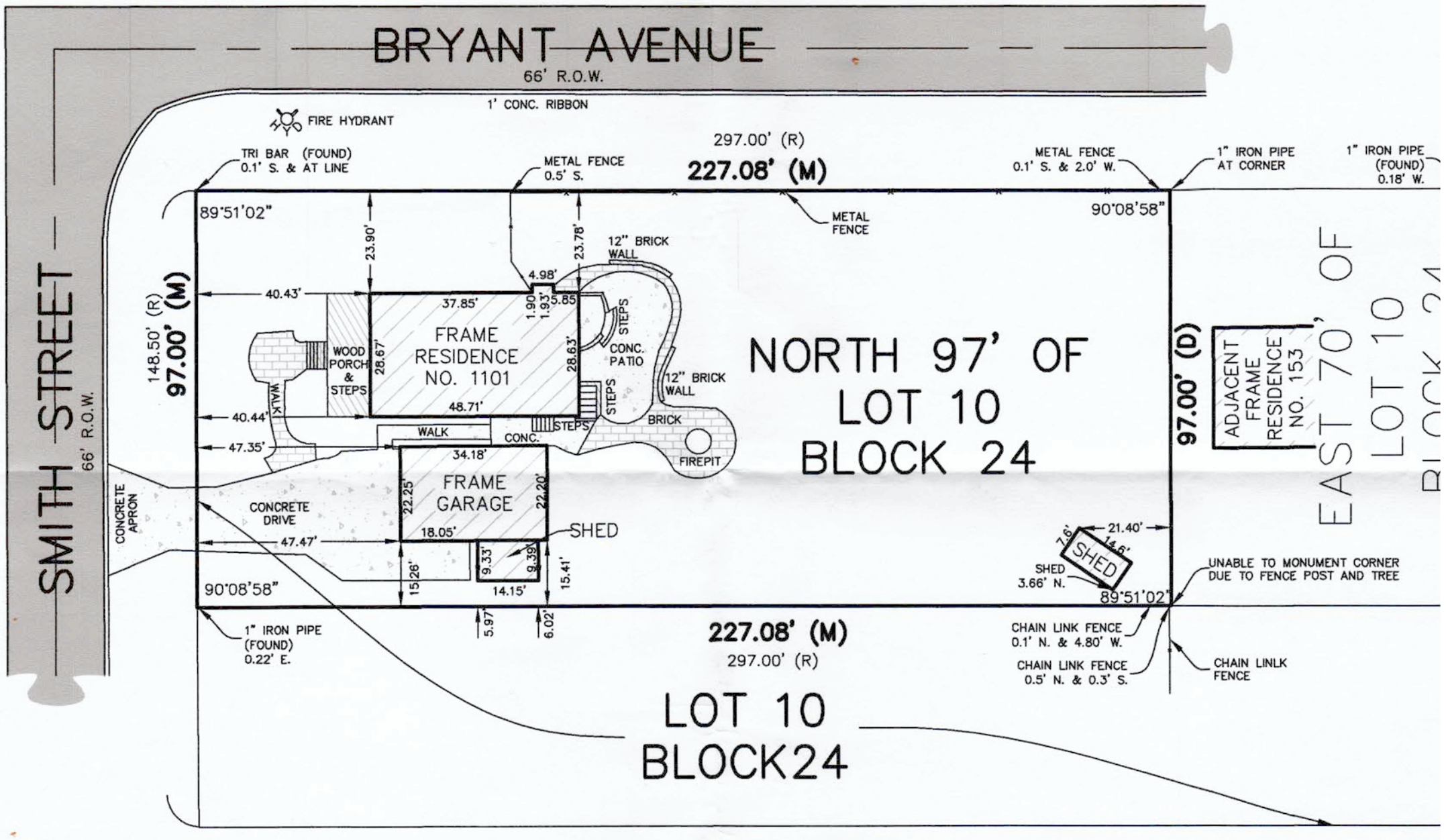
PLAT OF SURVEY

OF

THE NORTH 97 FEET OF LOT 10 (EXCEPT THE EAST 70 FEET THEREOF) IN BLOCK 24 IN ARTHUR 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, IN COOK COUNTY, ILLINOIS.

AREA = 22,027 ± S.F. / 0.506 ACRES

N
W
S
1" = 30'



END AND NOTES

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

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

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

ire your points before using same and report any
nces immediately.

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

r Number: 24-1304
y Made For: Ken Ligon

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: December 05, 2024

Palatine, Illinois: December 06, 2024

BARBARA
35
PROFES
LA
SURV
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ILLIN
PALAT

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

Project Number: 24130400
Field Book: 166M-76-77
Drawing File: 24130400.dwg

Attachment: EXHIBIT - Site Plan (2025-10 : 1101 S Smith Street - SU setback)



9' 5" WIDE FROM GARAGE
14' 2" FROM FRONT TO BACK

DOOR 6' WIDE + 81 ½ INCH TALL

9' 3" TALL ON THE GARAGE SIDE
8' 0" TALL ON THE YARD SIDE

~~7' 0"~~ FROM THE PROPERTY LINE Approximately 5.97 feet per survey

3 CONCRETE PIERS - 12" DIAMETER + 46" DEEP

Attachment: EXHIBIT - Elevation (2025-10 : 1101 S Smith Street - SU setback)

VILLAGE OF PALATINE

VILLAGE OF PALATINE
Planning and Zoning Commission

SCHEDULED 01/28/25 07:00 PM

STAFF REPORT (ID # 9531)

1101 S Smith Street

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Lyn Bremanis

PETITIONER: Ken Ligon

PLAN NUMBER: SU-000147-2024

BACKGROUND:

The Subject Property, zoned R-1 Single-Family Residential and is approximately 22,000 square feet (0.5 acres). It was annexed into the Village in 1990 and the attached garage was built in 2021 and met the minimum setback (15 feet) from the side lot line.

The Petitioner subsequently constructed an addition, without a permit, on the south side of the garage, which now encroaches into the required minimum 15-foot side yard setback. Therefore, the Petitioner is requesting approval of the following:

> **Special Use to permit an addition to be set back 5 feet from the side yard lot line, instead of the minimum required 15 feet.**

SURROUNDING ZONING AND USES:

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

KEY ISSUES:

- The addition was constructed without a permit and does not comply with the minimum required 15-foot side yard setback. The addition is set back 5.97 feet, falling short of the 15-foot minimum requirement.
- The addition is approximately 133 square feet with a maximum height of 9.25 feet.
- The Petitioner stated it will be used for storage, however because it is attached to the primary structure, the Code requires the minimum setback an addition to the principal structure vs. a shed (detached structure). Additionally, detached structures are also required to provide a 10-foot setback from the principal structure and a

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

minimum 5-foot setback from the side and rear lot lines.

- Both building and lot coverage are below the required 25% building and 35% lot coverage at 11% and 25%.

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

STAFF RECOMMENDATION:
The Petitioner constructed an addition to the existing attached garage, without obtaining the required building permit. The addition encroaches over 9 feet into the required side yard setback. The property, however, could accommodate a detached shed of the same size elsewhere in the rear yard and comply with all of the zoning requirements. Therefore, Staff recommends denial of the proposed Special use. If the Planning and Zoning Commission recommends approval, Staff recommends the following condition:

1. The Special Use shall substantially conform to the site plan submitted by the petitioner dated 12/06/2024 and elevation submitted by the Petitioner except as such plans may be changed to conform to Village Codes and Ordinances.

2. A building permit will be required to ensure that the completed addition complies with applicable codes.

ATTACHMENTS:

- Aerial Map
- SU Application
- Plat of Survery-Site Plan
- Elevation
- Letter of Support
- Public Notice

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

GISConsortium

1101 S. Smith Street



0 100 200 ft

Print Date: 11/18/2024

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: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

VILLAGE OF PALATINE

SPECIAL USE APPLICATION

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

Petitioner Name

Ken Ligon

Business Name (if applicable)

Subject Property Address

1101 S Smith Street

Please provide a description of your proposed request:

Attached shed to garage for storage.

Petitioner Justification

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

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

Not for public use

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

Yes, and it is not for public use

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

It will only enhance the property values because we are using it to store our outdoor furniture so it will not have to be under an unsightly tarp through the winter months as our backyard is located on the corner and it is visible from the street.

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

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

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

a. Will meet the following aesthetic criteria:

i. Will not destroy existing vistas in the area;

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

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

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

No fence around the shed. We only have a fence on the north side of the house facing the street.

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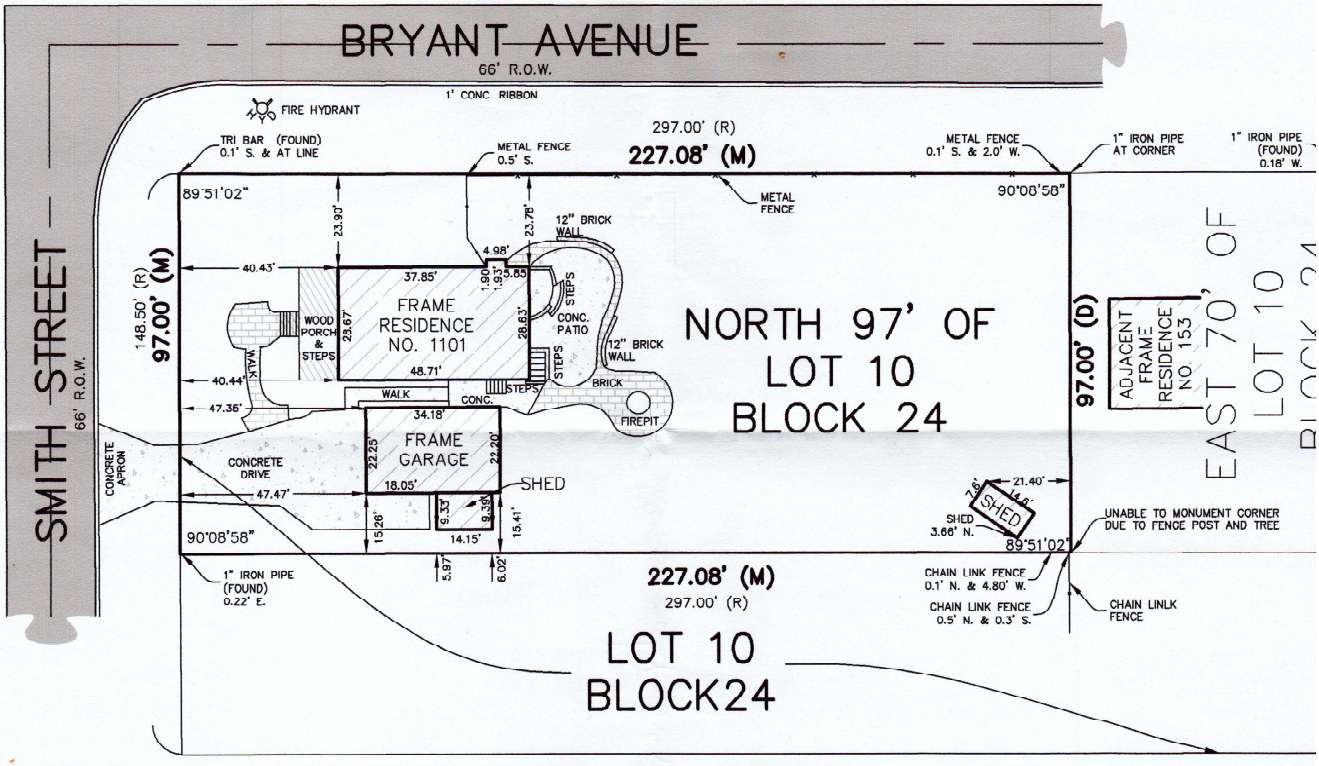
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AREA = 22,027 ± S.F. / 0.506 ACRES





END AND NOTES

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

r Number: 24-1304
y Made For: Ken Ligon

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: December 05, 2024

Palatine, Illinois: December 06, 2024



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

Project Number: 24130400
Field Book: 166M-76-77
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Attachment: Plat of Survery-Site Plan (1101 S Smith Street - SU setback)



9' 5" WIDE FROM GARAGE
14' 2" FROM FRONT TO BACK

DOOR 6' WIDE + 81 ½ INCH TALL

9' 3" TALL ON THE GARAGE SIDE
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3 CONCRETE PIERS - 12" DIAMETER + 46" DEEP

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

Lyn Bremanis

Subject: FW: 1101 South Smith Street - Flie NO. SU-000147-2024

From:
Sent: Wednesday, November 13, 2024 1:02 PM
To: 'bvyverberg@palatine.il.us' <bvyverberg@palatine.il.us>; 'lbermanis@palatine.il.us' <lbermanis@palatine.il.us>
Subject: 1101 South Smith Street - Flie NO. SU-000147-2024

TO:
Lyn Bremanis and Ban Vyverberg @ the Village of Palatine

FROM:
Jeff Schrader of 1125 South Smith Street, Palatine, IL 60067

DATE:
11/13/2024

RE:
Planning and Zoning Commission, November 26,2024, 7:00pm.
Special Use to permit an addition to be set back 7 feet from the side yard lot line, instead of the minimum required 15 feet.

I received a NOTICE OF PUBLIC HEARING for the above address, for the above Special Use; thank you for sending out the yellow post card.

I may not be able to make the above meeting, but wished for you and the Planning and Zoning Commission to know, that as a home owner and occupant on South Smith Street, I am in favor of granting the special use. The Petitioner is a long time Village resident, and has taken great pride in his residence and landscaping at 1101 S. Smith Street; the Village should be proud of the continual renovations and upkeep at this address. The 135 sq ft addition is not noticeable to me.

Thank you for allowing me to voice my opinion on this matter.

Could you please let me know that you received this email and that will you include my comment in your file?

Sincerely,

Jeff Schrader

1125 South Smith Street
Palatine, IL. 60067

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

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 1101 S. SMITH ST.

(●) ( ) ( ) ( )

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 9TH day of JANUARY, A.D. 20 25., and the last publication thereof was made on the 9TH day of JANUARY, A.D. 20 25.

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

- ☐ Des Plaines Journal
- ☐ Elk Grove Village Journal
- ☐ Mt. Prospect Journal
- ☐ Niles Journal
- ☐ Park Ridge-Golf Mill Journal
- ☐ Prospect Heights Journal
- ☐ Rosemont Journal
- ☐ Arlington Heights Topics
- ☐ Buffalo Grove Topics
- ☑ 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 9TH day of JANUARY A.D., 20 25.

By Todd Wessell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 9TH day of JANUARY A.D., 20 25.

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

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)



EXHIBIT 7 - Petitioner Pictures

Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)





Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)





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Attachment: PZC materials - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

2. 1101 S Smith Street **- Recommend To Approve**

SU-000147-2024 – 1101 S Smith St

Notice was published in the Journal & Topics on January 9th, 2025 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

- Application
- Proof of Ownership
- Plat of Survey-Site Plan
- Elevation
- Letter of Support
- Public Notice

Background:

The Subject Property, zoned R-1 Single-Family Residential and is approximately 22,000 square feet (0.5 acres). It was annexed into the Village in 1990 and the attached garage was built in 2021 and met the minimum setback (15 feet) from the side lot line.

The Petitioner subsequently constructed an addition, without a permit, on the south side of the garage, which now encroaches into the required minimum 15-foot side yard setback. The Petitioner is requesting approval for a Special Use to permit an addition to be set back 5 feet from the side yard lot line, instead of the minimum required 15 feet.

Sworn in petitioner: Ken Ligon – 1101 S Smith Street. & Claudette Cooper 1101 S Smith Street

Mr. Ligon states that he was unaware that a permit was required for the shed he built. He explains that the shed is located off the side of the house and is set 7 feet from the property line.

He further explains that he previously built a garage in 2021, replacing an old garage that had a shed attached to it, which was only 2 feet from the property line. He clarifies the property layout and mentions that after removing a fence, his neighbor now has access to move between the back and front of their house.

Mr. Ligon apologizes for not obtaining the necessary permits and states that the shed is used solely for storing lawn furniture. He notes that his large backyard contains a significant amount of outdoor furniture, which he previously covered with a tarp, creating an eyesore and reducing the furniture's longevity. He emphasizes that the shed has no electricity or sewer connections and is not accessible from the garage—it is strictly for storage. He adds that, being on a corner lot, the tarped furniture was highly visible and unsightly, which is why he built the shed.

Chairman Wood asked for clarification about the shed and how long Mr. Ligon had owned the house.

Attachment: DRAFT PZC minutes - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

Mr. Ligon responded that they've been there for 38 years. They purchased the home when it was unincorporated Cook County. There was originally a shed in the same location that was built in approximately 1988. He states that his neighbors have remained the same since Mr. Ligon's purchase of the house, although it is now the son and daughter-in-law who own the neighboring property and they are in favor of the shed.
Chairman Wood asked if, before the shed was built, there would have been another place on the property to build the shed without encroaching on the setback.
Mr. Ligon explained that it was the perfect place to build the shed due to the outdoor funiture in both the front and back yards, making it the most convenient location.
Commissioner Friedman asks if there is another shed on the property and he wonders if a better solution would have been to rotate it 90 degrees and built it off the back of the garage.
Mr. Ligon states there is a maple tree and it may have been able to be placed at the corner, but the tree branches would overhang.

Commissioner Roth-Wurster notes that the garage built in 2021 required a 15' set back and wonders why there was confusion on a permit for the shed and the setback requirements?
Mr. Ligon states he didn't realize because, in his mind, it was just a shed holding furniture.

Commissioner Schubert asks if the driveway was constructed after the shed was built or if it was always like that.
Mr. Ligon states it was always there.

Commissioner Bettenhausen asks if they thought about tearing down the shed in the back corner of the lot and getting a bigger shed.
Mr. Ligon states that the shed houses his lawn equipment and snow blowers, and the lawn furniture is too heavy to be moved to the back of the yard.

Chairman Wood states it is more of a convenience factor.
Mr. Ligon states that is correct and they just wanted to get the furniture off the patio in the winter months.
Chairman Wood views the site plan again and works to determine if there would have been any other solution.
Mr. Ligon believes the solution he has works best for him.

Commissioner Cavanaugh questions the driveway and asks if the apron was part of the garage build and approved?
Ms. Bremanis states it was and approved. Originally, they wanted a 3-car detached garage, but it was denied as it was too close to the lot line. She goes on to explain that the garage is now attached to the house – a single primary structure, not a detached garage. The shed is attached and goes into the 15' setback.

Attachment: DRAFT PZC minutes - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

Commissioner Cavanaugh states the garage is 15' from the setback and we allowed the driveway apron to go over.
Ms. Bremanis explains that driveways can encroach into the setback as long as they meet the requirements for maximum width and a 2' setback from the lot line, which the plans did.
Commissioner Cavanaugh states it's a large, odd-shaped driveway, and if we approved the driveway, he can understand how the homeowner may have been confused.
Ms. Bremanis clarifies that the driveway didn't need approval or relief – they only needed a building permit.

Mr. Ligon states that the previous shed had no space between the shed and the property line next to them for 35 years. He believes the new shed is a better solution, noting that the neighbor wasn't able to walk from the backyard to the front yard and now he can ride his lawn mower around the house. He added the shed at the end of the summer.

Commissioner Kolososki asks if the permit process was difficult.
Mr. Ligon states the garage permit was difficult because they didn't get what they wanted.
Commissioner Kolososki asks how he came up with the shed size.
Mr. Ligon states that he measured his furniture and built the shed so it would all fit.

Ms. Bremanis further states that lot coverage is well under what is permitted. Height meets the height requirement.

Sworn in: Mary Ann Chiro-White – 172 W Bryant Avenue.
She states that her house faces their patio. She has been here for over 40 years and these owners have done a lot of work to improve the property and is in support of their request. She states it's a beautiful structure and a beautiful house.

STAFF RECOMMENDATION:
The Petitioner constructed an addition to the existing attached garage, without obtaining the required building permit. The addition encroaches over 9 feet into the required side yard setback. The property, however, could accommodate a detached shed of the same size elsewhere in the rear yard and comply with all of the zoning requirements. Therefore, Staff recommends denial of the proposed Special use. If the Planning and Zoning Commission recommends approval, Staff recommends the following condition:

1. The Special Use shall substantially conform to the site plan submitted by the petitioner dated 12/06/2024 and elevation submitted by the Petitioner except as such plans may be changed to conform to Village Codes and Ordinances.

2. A building permit will be required to ensure that the completed addition

Attachment: DRAFT PZC minutes - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

complies with applicable codes.

Commissioner Schubert asks if the request is approved and the building permit is issued, what will happen if the footings are not compatible and do not meet code. Would they have to tear it down?
Ms. Bremanis states it would have to be corrected, and the structure would have to meet building code.
Commissioner Schubert states that it may have to be removed to comply.

Commissioner Roth-Wurster asks how this came to the zoning committee and how the village was notified about this substandard structure.
Ms. Bremanis states it was noted during a new roof inspection for a roofing permit.

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

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

DISCUSSION:
Commissioner Kolososki acknowledges that the owner didn't realize the permit was needed. While not condoning the oversight, he expresses understanding that this happens often. He mentions that the shed doesn't look obnoxious and is in favor of the request.

Commissioner Cavanaugh states that he can see both sides of the situation. He acknowledges that, having been through the process before, the owner should have been aware of the permit requirement. However, he is also confused by the driveway, as it appears to encroach as well. He mentions that if the owner had come beforehand with pictures and an explanation for why the placement made sense, it might have been more clear. He points out that the shed matches the house and garage, and he understands the practicality of having it in the large backyard. Given that the furniture is heavy, he is inclined to support the request, though he remains on the fence.

Chairman Wood states that if the owner had come before the commission earlier, she would have understood the reasoning behind the shed's placement, given the heavy furniture and the convenience of having it closer to the furniture location. She suggests that maybe placing the shed behind the garage could have been a solution that conformed to the regulations. However, she notes that there was a shed there previously, which existed in a non-conforming location for many years. Since the neighbors don't object, the situation makes sense, but she questions whether the location is ultimately the right one. She remains undecided.

Commissioner Ruth-Wurster states that after considering all the factors, she

Attachment: DRAFT PZC minutes - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

acknowledges the need for the shed. However, she notes that she would have approved the request if it were located at a different spot on the property. She believes that with a different placement, it would have been more in line with the zoning requirements and regulations.

Commissioner Friedman states that there are other solutions that would have been code-compliant. While he appreciates the hardship of the situation, he questions whether the shed would have been approved if it had not already been built. He points out that the property was part of Cook County when the original shed was built and notes that Cook County also had building codes and setbacks, so it is unclear whether the shed would have met their codes either.
Commissioner Bettenhausen expresses difficulty with the request because the entire shed is within the setback. He believes there were other options available for placing the shed, especially given the large lot. He suggests that there were other places on the property where the shed could have been located without encroaching on the setback.

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 February 10, 2025.

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

Attachment: DRAFT PZC minutes - 1-28-25 (2025-10 : 1101 S Smith Street - SU setback)

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 1101 S. SMITH ST.

(●) ( ) ( ) ( )

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.

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- ☐ 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 9TH day of JANUARY A.D., 20 25.

By Todd Wessell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 9TH day of JANUARY A.D., 20 25.

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

Attachment: Public Notice (2025-10 : 1101 S Smith Street - SU setback)

Consider an Ordinance Authorizing the Village Manager to Execute a Redevelopment Agreement Between the Village of Palatine, M & K Automotive Inc., and 1400 Dundee, LLC for the Property at 1400 E. Dundee Road

BACKGROUND:
The Subject Property, containing approximately 4.9 acres, is located at 1400 E. Dundee Road and contains the existing McGrath Arlington Kia Dealership. The Petitioner, M & K Automotive Inc. and 1400 Dundee, LLC, are proposing to remodel and expand the existing Kia dealership and construct related site improvements. To help facilitate the proposed development, the Petitioner is requesting approval of the following:

> **Ordinance authorizing the Village Manager to execute a Redevelopment Agreement with M & K Automotive Inc. and 1400 Dundee, LLC for the property located at 1400 E. Dundee Road.**

KEY ISSUES:
A key component to allowing for the significant expansion of the dealership and their inventory will be the installation of underground storm water detention due to the requirements of the Metropolitan Water Reclamation District (MWRD). The MWRD requirements will add approximately $1.5 million to the project costs. Without the underground detention, the dealership would not be able to fully expand and have surface area for inventory. Additionally, the expansion requires an upgrade to the electric service to the property. The TIF assistance will help the dealership cover these extraordinary costs.

Developer Obligations:
- The Petitioner shall develop the site in general compliance with the plans included within the Redevelopment Agreement.
- The project must be completed by October 31, 2026.

Village Obligations:
- The Village shall provide a maximum total of $1,777,350 in TIF assistance for the reimbursement of TIF eligible expenses, as specifically outlined in the Redevelopment Agreement, related to the proposed remodel and expansion of the existing Kia dealership and related site improvements. TIF assistance will be made on an annual pay-as-you-go basis, based on the increment generated by the project. Through the pay-as-you-go basis, there is no financial risk to the Village.

ALTERNATIVES:
1. Approve the ordinance.
2. Do not approve the ordinance.

RECOMMENDATION:
Staff recommends approval of the ordinance authorizing the Village Manager to execute a Redevelopment Agreement with M & K Automotive Inc. and 1400 Dundee, LLC for the property at 1400 E. Dundee Road.

ACTION REQUIRED:

Motion to approve the ordinance authorizing the Village Manager to execute a Redevelopment Agreement, subject to review and approval by the Village Attorney.

ATTACHMENTS:

- Aerial Map - 1400 E. Dundee Road
- Ord Authorizing Execution of KIA RDA
- Kia RDA w Exhibits - March 10 2025 VC Mtg

McGrath Kia
1400 E. Dundee Road



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PALATINE, M & K AUTOMOTIVE INC., AND 1400 DUNDEE, LLC FOR THE PROPERTY AT 1400 E. DUNDEE ROAD

WHEREAS, the Village of Palatine by Ordinance Nos. O-68-24, O-69-24, and O-70-24 and passed by the Mayor and Village Council on August 5, 2024, established a Tax Increment Financing District, adopted a Tax Increment Redevelopment Plan for the Dundee Road and IL 53 TIF District, and designated a Redevelopment Project Area; and

WHEREAS, the Mayor and Village Council have on March 10, 2025, considered the proposed Redevelopment Agreement with M & K AUTOMOTIVE INC. and 1400 DUNDEE, LLC for the property at 1400 E. Dundee Road and have determined that entering into this Agreement furthers the purposes of the Tax Increment Financing District and the Redevelopment Plan for the Dundee Road and IL 53 TIF District and furthers the public interest; and

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

SECTION 1: The Village of Palatine hereby authorizes the Village Manager to execute the Redevelopment Agreement, attached hereto as Exhibit "A", subject to review and approval by the Village Attorney, pursuant to the Tax Increment Financing Act, Section 65 ILCS 5/11-74/4-4(c) and authorizes the Village Manager to execute any other supporting documents to the extent permitted by law.

SECTION 2: This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 10th day of March, 2025

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

APPROVED by me this 10th day of March, 2025

_____

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this _____day of _____, 2025

_____

Village Clerk

Attachment: Ord Authorizing Execution of KIA RDA (1400 E Dundee Road - Ord Approving Kia RDA)

THIS REDEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of the _____ day of _____, 2025 ("Agreement Date") by and between the **VILLAGE OF PALATINE, ILLINOIS,** an Illinois municipal home rule corporation, located in Cook County, Illinois (the "Village"), and **M&K Automotive Inc.**, d/b/a McGrath Arlington Kia, an Illinois corporation (the "Car Dealer") and **1400 Dundee, LLC**, an Illinois limited liability company ("Land Owner"). The Village, Land Owner, and Car Dealer are sometimes referred to individually as a "Party" and collectively as the "Parties".

R E C I T A L S

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village; and

WHEREAS, to stimulate and induce development of the Property and other properties in the TIF District pursuant to the TIF Act, the Village, on August 5, 2024, adopted the following ordinances (collectively, the "***TIF Ordinances***"), after giving all notices required and after conducting the public hearings required by applicable law including the TIF Act:

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

1. Ordinance No. O-68-24, titled "An Ordinance Adopting and Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the 2024 Dundee Road and IL 53 Project Area in the Village of Palatine, Illinois";

2. Ordinance No. O-69-24 titled "An Ordinance of the Village of Palatine, Illinois Designating the Dundee Road and IL 53 Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and

3. Ordinance No. O-70-24, titled "An Ordinance Adopting Tax Increment Allocation Financing for the Dundee Road and IL 53 Redevelopment Project Area in the Village of Palatine, Illinois"; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, Car Dealer represents and warrants to Village that Car Dealer is able to provide the Project with the reasonably necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project; and

WHEREAS, Land Owner desires to own and Car Dealer desires to redevelop the Property; and

WHEREAS, Car Dealer and Land Owner have filed an application for Site Plan approval to construct an addition, including a new showroom, to the existing McGrath Kia automobile dealership as more fully described in Article 2 under the definition of Project; and

WHEREAS, it is necessary for the successful completion of the Project (as defined in **Article 2**) that the Village enter into this Agreement with Car Dealer to provide for the development of the Property, subject to the Village's Site Plan approval, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

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WHEREAS, Car Dealer has been and continues to be unwilling and unable to undertake the development of the Property but for certain tax increment financing ("TIF") incentives from the Village, which the Village is willing to provide under the terms and conditions contained herein; and

WHEREAS, the Village proposes to finance its share of the costs to be incurred in connection with the Project by utilizing Tax Increment Financing in accordance with the Act, which will serve a public purpose by reducing or eliminating conditions that, in part, qualify the Dundee Road and IL 53 Project Area as a conservation area and which are necessary to foster development within the Dundee Road and IL 53 Redevelopment Project Area; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the Members and Manager of Land Owner for consideration and review, the Members and Manager of Land Owner have taken all actions required to be taken prior to the execution of this Agreement and obtained all required consents and approvals in order to make the same binding upon Land Owner according to the terms hereof, and any and all action, consents and approvals of the Land Owner Manager and Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

WHEREAS, this Agreement has been submitted to the Directors of Car Dealer for consideration and review, the Directors have taken all actions required to be taken prior to the

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

execution of this Agreement and obtained all required consents and approvals in order to make the same binding upon Car Dealer according to the terms hereof, and any and all action, consents and approvals of the Car Dealer's Directors precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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

ARTICLE ONE

INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this **Article One**, and constitute findings, representations and agreements of the Village, Land Owner, and of Car Dealer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

"Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq*.

"Agreement" means this Redevelopment Agreement.

"Available TIF Increment" means 95% of the Village TIF Funds generated by the Project.

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"Car Dealer" means M&K Automotive, Inc., d/b/a McGrath Arlington Kia , an Illinois corporation, or any successor in interest thereof permitted pursuant to **Section 10.11** hereof.

"Certificate of Completion" means the document to be provided to Car Dealer by the Village, within thirty (30) days after written request from Car Dealer and after Car Dealer has provided all required waiver of liens and sworn statements necessary to comply with the Illinois Mechanics Lien Act or evidence of title insurance coverage over all such liens in favor of Car Dealer or Construction Lender and has complied with all Village codes and with the obligations of this Agreement with respect to the construction of the Project, which document states that Car Dealer has completed and satisfied all construction terms, covenants and conditions contained in this Agreement. The final certificate of occupancy for the building shall be evidence of physical completion of the building.

"Change in Law" means the occurrence, after the Effective Date, of an event described below that materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon. Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or (iv) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency, but shall not include laws, rules, regulations and ordinances of the Village, acting voluntarily and not as a result of a mandate from a higher authority, except to the extent

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they are generally applicable throughout the Village and do not violate the express terms of this Agreement.

"Completion Date" means the date in which Car Dealer obtains the Certificate of Completion pursuant to this Agreement.

"Corporate Authorities" means the Village Mayor and Village Council of the Village of Palatine, Illinois.

"Day" means a calendar day.

"Dundee Road and IL 53 Redevelopment Project Area" means the entire Dundee Road and IL 53 TIF district created by the Ordinances adopted by the Village in 2024.

"Final Plans" means the final plans submitted by Car Dealer and approved by the Village during the Site Plan Review approval process.

"Land Owner" means 1400 Dundee, LLC, an Illinois limited liability company.

"Party" means the Village and/or Car Dealer and/or Land Owner and its successors and/or assigns as permitted herein, as the context requires.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"Preliminary Plans" means the preliminary version of the Final Plans which are attached hereto as **Exhibit "A"**.

"Project" means the development, construction, financing, completion and operation of an automotive dealership consisting of a Kia dealership building with approximately 25,000 square feet of interior space, all in accordance with the Final Site Plan Review Plans if approved by the Village. The dealership will be a state of the art facility designed and constructed to be

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

compliant with the Car Manufacturer Facility Standards and Design Guidelines, attached hereto as **Exhibit "D"**.

"Property" means the parcels of land as legally described on **Exhibit "B"**, upon which the Project will be constructed. The Property shall include, at a minimum, approximately 4.9 acres.

"Redevelopment Plan" means the "Redevelopment Plan" as defined in the Village Ordinance No. O-68-24.

"State" means the State of Illinois.

"TIF Ordinances" means Ordinances Nos. O-68-24, O-69-24, and O-70-24 all adopted by the Village on August 5, 2024, as described in the Recitals to this Agreement.

"TIF Eligible Expenses" means those expenses related to the Project incurred after April 1, , 2025, that are listed on **Exhibit "C"** to this Agreement and that qualify as "redevelopment project costs" as defined in Section 74.4-3 (q) of the TIF Act, as restricted pursuant to this Agreement.

"Uncontrollable Circumstance" means any event impacting the construction of the Project, which:

(a) is beyond the reasonable control of and without the fault of the Party relying thereon; and

(b) is one or more of the following events:

(i) a Change in Law;

(ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, war or naval blockade;

(iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, flood, other extraordinary weather conditions or other similar Act of God;

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(iv) governmental condemnation or taking other than by the Village;

(v) strikes or labor disputes,

(vi) shortage of materials not attributable to Car Dealer or Land Owner.

(c) Uncontrollable Circumstance shall not include: (1) economic hardship or impracticability of performance (except as described under Change of Law); (2) commercial or economic frustration of purpose, (except as described under Change of Law); (3) unavailability of materials, strikes or labor disputes directly caused by the acts or omissions of Car Dealer or Land Owner; (4) a failure of performance by a contractor (except as caused by events which are otherwise Uncontrollable Circumstances hereunder, as to such contractor).

"Village" means the Village of Palatine, Illinois, an Illinois municipal corporation.

ARTICLE THREE

CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

(c) The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

(d) 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.

(e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of

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use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the terms of this Agreement shall control.

(f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

(g) In connection herewith concerning written directions or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization in writing, including by telecopier/facsimile transmission, shall be appropriate and is hereby approved.

(h) The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Car Dealer and Land Owner are entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.

(i) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Car Dealer or Land Owner in a different manner, Car Dealer and Land Owner hereby designate

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Kevin McGrath as their authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Car Dealer and Land Owner and with the effect of binding Car Dealer and Land Owner in that connection (such individual being referred to herein as the "Authorized Car Dealer Representative"). Car Dealer and Land Owner shall have the right to change the Authorized Car Dealer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with **Section 18.2**.

ARTICLE FOUR

IMPLEMENTATION OF PROJECT

The Village, Land Owner, and Car Dealer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement. This Agreement and all of its terms are subject to the Village granting Site Plan approval for the Project. The Car Dealer and Land Owner shall have no rights to develop the Project unless and until the applicable Village zoning approval for the Project is obtained.

ARTICLE FIVE

DESIGNATION OF CAR DEALER

The Village hereby designates Car Dealer as the exclusive developer for the Property, subject to the Village granting Site Plan approval for the Project in accordance with the Final Plans, subject to Car Dealer's and Land Owner continued compliance with the terms of this Agreement, and only for so long as neither Car Dealer nor Land Owner is in default under this Agreement beyond applicable notice and cure periods. The Village hereby represents and warrants to Car Dealer and Land Owner that the Village has taken all necessary actions and has

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complied with all requirements imposed by law including, but not limited to, the requirements of Section 5/11-74.4-4 (c) of the Act, required to be taken and met prior to the designation of Car Dealer as the exclusive developer for the Property.

ARTICLE SIX

RESERVED

ARTICLE SEVEN

RESERVED

ARTICLE EIGHT

VILLAGE COVENANTS AND AGREEMENTS

8.1 **Village's Redevelopment Obligations**. The Village shall have the obligations set forth in this **Article Eight** in connection with the Project. Notwithstanding the obligations of this **Article Eight**, the parties agree that this Agreement nor any obligations under this Agreement shall constitute general obligation or a debt of the Village within the meaning of any constitutional statutory provision or limitation.

8.2 **TIF Funding.** This Agreement nor any obligations under this Agreement shall constitute a general obligation or a debt of the Village within the meaning of any constitutions, statutory provision or limitation. TIF funds shall be disbursed to Car Dealer in accordance with the terms of this Agreement and only as shall be supported by actually received Available TIF Increment, if any. The parties understand and agree that any and all funding obligations of the Village shall come from Available TIF Increment, if any.

The Village shall provide TIF assistance to Car Dealer in an amount not to exceed One Million, Seven Hundred Seventy Seven Thousand and Three Hundred Fifty and 00/100 dollars ($1,777,350) in cash in reimbursement of TIF Eligible Expenses incurred by Car Dealer for the Project. Subject to Car Dealer and Land Owner's compliance with this Agreement and satisfaction

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of the applicable contingencies contained herein. Said payments shall be paid on an annual 'pay as you go' basis and shall be made solely from Available TIF increment generated by the Project. No later than May 31st of each year, the Village shall reimburse the TIF Eligible Expenses incurred by Car Dealer on the basis of the Available TIF Increment actually received by the Village, until Car Dealer has received not more than One Million Seven Hundred Seventy Seven Thousand and Three Hundred Fifty and 00/100 dollars ($1,777,350) subject to Car Dealer having spent sufficient TIF Eligible Expenses to justify said amount and provided documentation of such TIF Eligible Expenses to the satisfaction of the Village.

8.3 **Agreement to Remain Open and Operating.** Car Dealer agrees to keep the Kia automobile dealership open, operating, and selling new automobiles for a period of the earlier of (i) twenty (20) years from the date of issuance of the Final Occupancy Certificate for the dealerships, or (ii) such date that the Village has received incremental property tax revenue generated by the Property sufficient to retire all debt service incurred by the Village for the Project. Except for: (i) instances of involuntary termination by the Kia Franchisors under each respective franchise agreement with Car Dealer by Kia not due to or caused by the actions or inaction of Car Dealer, and which Car Dealer fails to dispute with the respective franchise within a reasonable amount of time; (ii) or if the manufacturer of Kia automobiles permanently ceases the business of producing automobiles; (iii) in the event that Car Dealer fails to remain open for business in satisfaction of the foregoing requirement of this **Section 8.3**, Car Dealer agrees that it shall not seek to reduce its real estate tax assessment based on vacancy in the building. Notwithstanding the foregoing, Car Dealer will be discharged of its obligations under this **Section 8.3** if it shall replace the Kia dealership with an automobile dealership of substantially equivalent economic stability and sales tax generation (which new dealership shall undertake the covenant to remain open pursuant to an Assumption and Assignment Agreement, as approved

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by the Village in its reasonable discretion) such that the Village receives the same sales tax return as it would have prospectively received if the Kia dealership was to have remained open and operating, subject to the Village's written approval which shall not be unreasonably withheld.

8.4 Reserved.

8.5 Defense of TIF District. In the event that any court or governmental agency, having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement, shall determine that this Agreement is contrary to law, or in the event that the legitimacy of the Dundee Road and IL 53 Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will, at its sole cost and expense, defend the integrity of the Dundee Road and IL 53 Redevelopment Project Area and this Agreement. Car Dealer and Land Owner will fully cooperate with the Village in connection with the foregoing, including, but not limited to the execution of any and all reasonable documentation, and will be entitled to reimbursement by the Village for TIF Eligible Expenses incurred in connection with such cooperation and approved in writing by the Village prior to such TIF Eligible Expenses being incurred.

8.6 Cooperation with Other Permits. The Village agrees to cooperate with Car Dealer and Land Owner in Car Dealer's and Land Owner's attempts to obtain all necessary approvals and permits from any governmental or quasi-governmental entity other than the Village for construction of the Project.

8.7 Certificate of Completion. Within thirty (30) days after written request from Car Dealer to the Village, and after Car Dealer has provided to the Village all required, fully executed and approved waivers of liens, sworn statements necessary to comply with the Illinois Mechanics Lien Act, and a date-down endorsement to an owner's policy of title insurance showing no outstanding mechanics' or other liens, and Car Dealer has complied with all Village codes and

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with the obligations of this Agreement with respect to the completion of construction of the Project, including obtaining final Certificates of Occupancy, the Village shall deliver a Certificate of Completion or, if not complete or satisfied, a written statement of any deficiencies with respect to the completion of construction of the Project. Upon correction of any noted deficiencies, including but not limited to the full payment of the cost for any such correction of deficiencies, within ten (10) days thereafter the Village shall deliver the Certificate of Completion.

8.8 **Cash Payment.** So long as Car Dealer has received a Certificate of Completion prior to the Completion Date and based on and subject to Land Owner or Car Dealer incurring TIF Eligible Expenses, and Land Owner or Car Dealer providing proof of payment and paid receipts for said TIF Eligible Expenses, and further subject to all other terms of this Agreement, the Village shall reimburse Car Dealer for said TIF Eligible Expenses in an amount not to exceed One Million Seven Hundred Seventy Seven Thousand and Three Hundred FiftyThousand and 00/100 Dollars ($1,777,350)solely from Available TIF Increment. Said reimbursement amount of TIF Eligible Expenses shall be paid pursuant to **Section 8.2** of this Agreement, subject to the delivery by Car Dealer to the Village of sufficient invoices and documentation that is customarily used in commercial construction projects, and is also determined to be satisfactory by the Village in its commercially reasonable discretion, including, but not limited to paid receipts, cancelled checks, final lien waivers and Contractor Sworn Statements, for each such TIF Eligible Expense, and subject to the condition that Car Dealer and/or the operator of the car dealership facility certify, complete, execute and deliver to the Village an "Authorization to Release Sales Tax Information", upon receipt of the Illinois Business Tax Number for the car dealerships.

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ARTICLE NINE

CAR DEALER'S AND LAND OWNERS 'S COVENANTS AND AGREEMENTS

9.1 **Car Dealer's and Land Owner's Redevelopment Obligations**. Car Dealer and Land Owner shall have the obligations set forth in this **Article Nine** for the development, construction, financing, completion and furtherance of the Project.

9.2 **Reserved.**

9.3 **Reserved.**

9.4 **Construction Financing Deadline**. Not more than thirty (30) days after the Agreement Date, Car Dealer and Land Owner shall demonstrate to the Village's reasonable satisfaction through true and correct copies of signed letters of intent, commtiment letters or otherwise as may be reasonably acceptable to the Village, that Car Dealer and Land Owner have sufficient funds to pay the cost of the Project and any other obligations of Land Owner and Car Dealer hereunder relating to the Property and the construction and development of the Project. Land Owner and Car Dealer shall obtain a binding financing commitment from a nationally recognized bank, lending institution, insurance company or other substantially similar financial institution, in form and content that is typical in the industry, evidencing financing available in sufficient funds to be disbursed to commence and complete the construction of the Project ("Construction Loan"). Land Owner and Car Dealer shall provide to the Village true and correct copies of executed satisfactory evidence of such commitment not later than sixty (60) days after the Village grants Site Plan approval for the Project. Car Dealer may at any time and from time to time assign to any construction lender or other mortgagee ("Mortgagee") its rights and interests hereunder as collateral to secure the Construction Loan or other financing approved by the Village in connection with the Project and permitted in accordance with the terms of this Agreement ("Collateral Assignment"), and Village shall consent to such Collateral Assignment, subject to the

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

following: In the event that any Mortgagee or successor to a Mortgagee shall succeed to the interests of Car Dealer in the Project or in any portion thereof pursuant to or as result of remedies under the Construction Loan documents or other mortgage and/or under any related documents, including the Collateral Assignment ("Mortgage Documents"), whether by foreclosure, deed-in-lieu of foreclosure or other rights granted under such Mortgage Documents, the Village shall attorn to and recognize Mortgagee or such successor, so long as such Mortgagee or successor shall accept, in writing, an assignment of the rights of Car Dealer and Land Owner and assume the obligations of Car Dealer and Land Owner hereunder, effective from and after the date of such acceptance and assumption, on such an assignment, acceptance and assumption form as reasonably acceptable to the Village. Mortgagee or such successor, as the case may be, shall have no liability or obligation to Village hereunder for matters arising prior to such acceptance or for the prior defaults of Car Dealer and/or Land Owner. In the event that Mortgagee or such other successor or assign, as the case may be, shall not accept an assignment of the rights and obligations of Car Dealer and Land Owner and assume the obligations of Car Dealer and Land Owner hereunder, then such party Mortgagee or any of its successors or assignes, as the case may be, shall be not be entitled to any rights or benefits hereunder, notwithstanding the fact that this Agreement shall continue to encumber and bind the Property.

9.5 Project Development Budget. Car Dealer shall submit to the Village the project development line item budget approved by the Car Dealer's construction lender, when available, but not later than ninety (90) days after the Village grants final Site Plan approval for the Project. The Car Dealer agrees that the Village will be provided a reasonable opportunity to meet with the construction lender if requested by the Village.

9.6 Reserved.

9.7 Completion Date.

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At the time of execution of this Agreement, Village and Car Dealer agree that Car Dealer is not in a position to provide a complete Project Development Schedule. Car Dealer and/or Land Owner covenant and agree to construct, or cause to be constructed, the Project on the Property in compliance with the terms of this Agreement on or before **October 31, 2026.** In the event Car Dealer and/or Land Owner fail to obtain the Certificate of Completion, pursuant to Section 8.7 above and without an extension thereof by the Village, which shall not be unreasonably withheld, prior to the Completion Date, Car Dealer and/or Land Owner shall be in default under this Agreement and, upon thirty (30) days written notice by the Village to Car Dealer and Land Owner, the Village shall have the remedies as set forth in Section 16.3 hereunder.

9.8 Compliance with Applicable Laws. Land Owner and Car Dealer warrant that they shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall be performed in accordance with good construction practices and shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision, planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village as more specifically set forth in **Article Eleven**. Village shall not enact any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing Car Dealer's obligations hereunder, including an increase in the cost of the Project.

9.9 No Default. The Land Owner and/or Car Dealer shall not be in default under this Agreement or be in default under any agreement with the Village of Palatine or Kia **Motors Corporation** including, but not limited to any one or more franchise agreements with the Kia Motors Corporation, or any other party in connection with the development of the Property, which default has not been cured after the giving of proper written notice thereunder and all

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rights to cure have lapsed. Failure to comply with this term renders Land Owner and Car Dealer in default of this Agreement, subject to Land Owner and Car Dealer's right to cure under this Agreement.

9.10 **Progress Meetings**. Car Dealer shall meet with the Village staff and make presentations, as reasonably requested by the Village and not to exceed four (4) per year, in order to keep the Village apprised of the progress of the development of the Project.

9.11 **Authorized Representative**. Subject to the provisions thereof, Car Dealer has designated in **Article Three** a representative with full power and authority to meet with Village staff for purposes of coordinating and implementing obligations of the Parties under this Agreement; provided, however, that all agreements of the Parties shall be in writing and fully authorized by all necessary action of such Parties.

9.12 **Real Estate Tax Payments**. Land Owner, Car Dealer and successor owners agree to pay all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent or incur any penalties or interest. The Village acknowledges that the Car Dealer may seek Cook County Class 7(C) designation, accordingly the Class 7(C) tax incentive shall not violate this provision.

9.13 **Tax Exempt Status**. Consistent with its covenant in **Section 10.7**, Land Owner, Car Dealer and successor owners shall not assert a tax-exempt status during their respective period of ownership. This prohibition shall run with the land and shall expire on the earlier of the following to occur: (i) date the Dundee Road and IL 53 Redevelopment Project Area and the Dundee Road and IL 53 TIF District expires; or (ii) any earlier date if such date is mutually agreed by the Village, Land Owner, and Car Dealer.

9.14 **Reserved.**

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9.15 Reserved.

9.16 Fees and Expenses. Car Dealer shall pay when due all Village and other governmental entity-imposed fees, including but not limited to permit, inspection, review, tap-on, and storm water drainage fees that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village. Said payments shall be made as directed by the applicable Village code or policy.

9.17 Loan Agreement. Prior to issuance of the Certificate of Completion by the Village, neither Land Owner nor Car Dealer shall use the Property as collateral to secure loans or acquire any assets or for anything, including acquiring automobiles, other than the cost of acquiring the Property and constructing the Project. Notwithstanding anything to the contrary contained herein, no mortgage executed in connection with Land Owner or Car Dealer's Loan may encumber the Property unless the Lender thereunder has committed in writing to the Village that, without Village's consent:

(a) in no event shall the Property serve as security or collateral for any loan other than loans the proceeds of which will be applied to the acquisition of the Property and construction of the Project; and

(b) in no event may Lender exercise any remedies with regard to any default under Land Owner or Car Dealer's Loan, other than the right to withhold further disbursements, until such time as Lender has tendered to Village written notice thereof and afforded to the Village the same cure period afforded to Land Owner and Car Dealer under the loan documents to cure any such default noted therein.;

9.18 Kia Motors Corporation Approvals. Car Dealer has provided to the Village, as a condition precedent to the Village's execution of this Agreement, written evidence from Kia Motors Corporation in form and substance reasonably acceptable to the Village that Kia Motors

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Corporation and any other applicable corporate entity approves the expandion and remodeling of the Car Dealer's dealership at the Property.

ARTICLE TEN

ADDITIONAL COVENANTS OF CAR DEALER AND LAND OWNER

10.1 **Car Dealer Existence**. Car Dealer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois Corporation authorized to do business in Illinois, so long as Car Dealer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. Car Dealer will also do or cause to be done all things necessary to preserve and keep its franchise with Kia Motors Corporation and any other applicable corporate entity in existense, in good standing and in full force and effect.

10.2 **Land Owner Existence**. Land Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and good standing as an Illinois limited liability company authorized to do business in Illinois, so long as Land Owner maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. Land Owner will also do or cause to be done all things necessary to preserve and keep its franchise with the Kia Motors Corporationand any other applicable corporate/limited liability company entity in existense, in good standing and in full force and effect.

10.3 **Construction of Project**. Car Dealer shall diligently pursue obtaining all required permits and Car Dealer shall exercise commercially reasonable efforts to cause construction of the Project on the Property to be prosecuted and completed by October 31, 2026 , in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement. Neither Car Dealer, nor any entity in which Car Dealer has an interest, shall be paid any construction management fee or other fees from the proceeds of the Construction Loan for the

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Property until issuance of a Temporary or Final Certificate of Occupancy, whichever occurs first, for any part of the Project.

10.4 Indemnification. Land Owner and Car Dealer (use of the term "Land Owner" and "Car Dealer" herein includes permitted successors and assigns), agrees to and does hereby indemnify, defend and hold the Village, Mayor, Village Council Members, Village Manager, officers, agents and employees (hereinafter "Indemnified Parties") harmless from and against any losses costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties (which shall not include any claim related to the loss of sales tax or incremental property tax revenues), which are caused as a result of:

a. the failure of Land Owner and/or Car Dealer to comply with any of the terms, covenants or conditions of this Agreement with which Land Owner and/or Car Dealer is obligated to comply; and

b. the failure of Land Owner to comply with any of the terms, covenants or conditions of the Village Property Contract with which Land Owner is obligated to comply; and

c. the failure of Land Owner and/or Car Dealer or any of Car Dealer's contractors to pay contractors, subcontractors or materialmen in connection with the Project; and

d. material misrepresentations or omissions of Land Owner and/or Car Dealer relating to the Project, financials, this Agreement and/or the Village Property Contract, which are the result of information supplied or omitted by Land Owner and/or Car Dealer or by its agents, employees, contractors or persons acting under the control or at the request of Land Owner and/or Car Dealer; and

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e. the failure of Land Owner and/or Car Dealer to cure any material misrepresentations or omissions of Land Owner and/or Car Dealer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; and

f. any claim or cause of action for injury, loss of life or damage brought by a third party arising out of the negligence of the Car Dealer or Land Owner. The Village shall notify the Car Dealer and Land Owner in writing of any third party complaint regarding the construction/or operation of the Project by Car Dealer as soon as reasonably possible; and

g. any violation or threatened violation by Land Owner and/or Car Dealer of local ordinance, state or federal laws, in connection with the offer and sale of interests in Land Owner and/or Car Dealer or any part of the Project; and

h. the occurrence of an Event of Default by Land Owner and/or Car Dealer and the occurrence of an Event of Default by Land Owner under the Village Property Contract; and

i. the failure of Land Owner and/or Car Dealer to comply with any of the terms, covenants or conditions of its franchise agreement with Kia motor company.

The provisions of this **Section 10.4** shall not apply to any loss which arises out of (in whole or in part) the intentional conduct or negligence on the part of any Indemnified Party providing this information, but only to the extent that such Indemnified Parties' misconduct or misinformation or negligence contributed to the loss, or that the loss is attributable to such Indemnified Parties' misconduct or negligence or misinformation. Nothing herein shall be construed to waive any immunities the Village may assert in response or defense of any such claims.

10.5 Reserved.

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10.6 **Further Assistance and Corrective Instruments**. The Village, Land Owner and Car Dealer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's sound legal discretion.

10.7 **No Gifts**. Land Owner and Car Dealer covenant that no officer, member, manager, stockholder, employee or agent of Land Owner or Car Dealer, or any other person connected with Land Owner or Car Dealer, has made, offered or given, either directly or indirectly, to the Mayor, any Council member, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

10.8 **Conveyance**. In recognition of the nature of the Project and the Village's projections of the need for incremental tax revenues to finance TIF Eligible Expenses, in accordance with the Act, during the life of the TIF consistent with its covenants in **Sections 9.13**, Land Owner shall not undertake to convey the Property to persons whose ownership and use of such Property will cause it to be exempt from payment of property taxes.

10.9 **Disclosure.** Concurrently with execution of this Agreement, Land Owner and Car Dealer shall disclose to the Village the names, addresses and ownership interests of all Persons that comprise Land Owner and Car Dealer, including all shareholders of the Car Dealer corporation and all members and their respective percentage interests of the Land Owner's limited liability company. The Land Owner and Car Dealer shall disclose the same information to the Village at Closing of the Village Property. At the time of execution of this Agreement and prior to Closing on the Village Property, Land Owner and/or Car Dealer shall not sell, assign, mortgage, pledge or in any manner transfer any interest in the respective corporation or limited liability company,

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without the Village's prior written consent in each instance. Consent by the Village to any assignment or transfer shall not waive the necessity for consent to any subsequent assignment or transfer. This prohibition shall include a prohibition against any assignment or transfer by operation of law and no change shall be made in the persons or entities owning or controlling Land Owner and/ or Car Dealer or in their reespective ownership interests without the consent of the Village. All changes made in the persons or entities owning or controlling Land Owner and Car Dealer or in their ownership interests shall be disclosed to the Village during the term of this Agreement.

10.10 **Open Book Project**. Car Dealer's Project shall be an "open book" project meaning that Car Dealer and the general contractor (or contractors, if more than one) will assure continuing reasonable access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project, and as it relates solely to this Project. The foregoing Village review rights shall terminate one (1) year after the issuance of the Final Certificate of Occupancy with respect to costs for the Project, unless Car Dealer has failed to make available any such books and/or records requested in writing by the Village. Car Dealer and Land Owner shall provide to the Village copies of any corporate, partnership, limited liability operating agreements or joint venture agreements pertaining solely to the Property and this Project to which Car Dealer and Land Owner are Parties; provided that Car Dealer and/or Land Owner may, (if Car Dealer or Land Owner previously provided the Village not less than thirty (30) days to review such confidential financial materials), remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance and the Village shall keep such agreements confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within thirty (30) days after written request by the Village

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shall be an Event of Default. Car Dealer shall exercise prudence and good faith in attempting to contract with persons or entities who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Project at costs not in excess of market rates. The Village agrees that Car Dealer may designate, within its commercially reasonable discretion, the general contractor (or general contractors) for the Project. The general contractor (or general contractors) designated by Car Dealer shall be experienced and reputable as determined by Car Dealer in its sole, but commercially reasonable discretion.

10.11 Assignment of Agreement. This Agreement is not assignable except to an assignee of a Mortgagee for collateral purposes only, as set forth in **Section 9.4**, or for Permitted Transfers (as hereinafter defined), until a Certificate of Completion for the entire Project is issued by the Village. Notwithstanding anything in this **Section 10.11** to the contrary, no part of this **Section 10.11** and **Section 10.12** shall require the Village's consent to the collateral assignment hereof, for security purposes only, to Land Owner's lender or Car Dealer's construction lender or permanent lender, if required thereby, or to a Permitted Transferee. Subsequent to completion of the Project, as evidenced by a Certificate of Completion, Land Owner and Car Dealer shall give notice to Village of any proposed transfer and Village shall have sixty (60) days to accept or reject such assignee and any such proposed transfer, in its sole judgment and discretion.

10.12 No Transfer without Village's Consent. Prior to issuance of a Certificate of Completion for the entire Project, no portion of Land Owner or Car Dealer or the Project shall be transferred or conveyed (other than to Permitted Transferees). Car Dealer and/or Land Owner shall notify the Village of any transfer of any interest in the Project and/or the Property other than to an Affiliate of Car Dealer. As used herein, an "Affiliate of Car Dealer" shall mean an entity which controls, is controlled by, or is under common control with Car Dealer and which has the same manager, members, partners or shareholders owning in the aggregate, more than fifty percent

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(50%) of the ownership interests in Car Dealer and the same manager, members, partners or shareholders owning more than fifty percent (50%) of the ownership interests in said Affiliate; and as used herein "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise. The foregoing transfers shall herein be referred to as the "Permitted Transfers" and the transferees shall be referred to as the "Permitted Transferees". Car Dealer shall not be required to obtain Village review, approval or consent to any Permitted Transfer. In the event there is a transfer of Car Dealer and Land Owner's rights and obligations under this Agreement by operation of law or otherwise due to or caused by the default under this Agreement by Car Dealer and/or Land Owner, the Village may negotiate any new terms of security with any successor developer for the Project and may amend this Agreement with such any such new terms, including, but not limited to any new terms of security for the Project with any successor developer for the Project, as the Village deems acceptable, in its commercially reasonable discretion.

ARTICLE ELEVEN

ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water Management, Fire Prevention, Property Maintenance, Zoning and Subdivision Codes of the Village and all other germane codes and ordinances of the Village in effect from time to time, unless otherwise mandated by State law or permissible under a variance or exemption granted to Land Owner or Car Dealer by a governmental body authorized to grant such variance or exemption. Land Owner and Car Dealer have examined and are familiar with and agrees that the development of the Project shall be performed in accordance with all the covenants, conditions, restrictions, building

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regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, state and local ordinances affecting the Project or is permissible under a variance or exemption granted to Land Owner or Car Dealer by a governmental body authorized to grant such variance or exemption.

ARTICLE TWELVE

REPRESENTATIONS AND WARRANTIES OF CAR DEALER AND LAND OWNER

Land Owner and Car Dealer represent, warrant and agree as the basis for the undertakings on their respective parts herein contained that as of the date hereof and until completion of the Project:

12.1 **Organization and Authorization**. Land Owner is an Illinois limited liability company and Car Dealer is an Illinois corporation, both authorized to do business in Illinois and existing in good standing under the laws of the State of Illinois, and both are authorized to and have the power to enter into, and by proper action have been duly authorized to execute, deliver and perform, this Agreement. Land Owner and Car Dealer are solvent, able to pay their debts as they mature and financially able to perform all the terms of this Agreement. To Land Owner and to Car Dealer's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against Land Owner or Car Dealer, respectively, which would materially and adversely affect the ability of Land Owner or Car Dealer to proceed with the construction and development of the Project.

12.2 **Kia Authorization and Approval.** Car Dealer is authorized to do business by Kia (official name) at the Property pursuant to Car Dealer's franchise agreement with Kia ("Kia Franchise Agreement"). Car Dealer and Land Owner have the power to enter into, and by proper action have been duly authorized to execute, deliver and perform, this Agreement. Prior to the Village's

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execution of this Agreement Car Dealer has provided a letter from Kia Motors Corporation in form and substance acceptable to the Village establishing Car Dealer's approval to operate the Kia dealership on the Property. To Car Dealer's actual knowledge, without duty to investigate, there are no actions which are pending or threatened against Car Dealer by Kia Motors Corporation which would materially and adversely affect the ability of Car Dealer to proceed with the construction and development of the Project. Car Dealer and Land Owner hereby represent, warrant and agree that: (i) there exists no breach, default or event of default by Car Dealer and Land Owner under the Franchise Agreement, (ii) Car Dealer and Land Owner have not received any notice of any breach, default or event of default by Car Dealer and Land Owner under the Franchise Agreement; (iii) the Franchise Agreement, continues to be a legal, valid and binding agreement and obligation of Car Dealer and Land Owner; and (iv) Car Dealer and Land Owner have no current offset or defense to the performance or obligations under the Franchise Agreement.

12.3 **Non-Conflict or Breach**. To the actual knowledge of Land Owner and Car Dealer, neither the execution and delivery of this Agreement by either the Land Owner or Car Dealer, the consummation of the transactions contemplated hereby by Land Owner or Car Dealer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Land Owner or Car Dealer conflict with or result in a breach of any of the terms, conditions or provisions of any franchise agreement, offerings or disclosure statement made or to be made on behalf of Land Owner or Car Dealer (with Land Owner or Car Dealer's prior written approval), any organizational documents, any restrictions, agreement or instrument to which Land Owner or Car Dealer or any of its partners or venturers is now a party or by which Land Owner or Car Dealer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance

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whatsoever upon any of the assets or rights of Land Owner or Car Dealer, any related party or any of its venturers under the terms of any instrument or agreement to which Land Owner or Car Dealer, any related party or any of its partners or venturers is now a party or by which Land Owner or Car Dealer, any related party or any of its venturers is bound, the effect of which would have a material and adverse effect upon the Project.

12.4 **Location of Project**. The Project will be located entirely within the Property.

12.5 **Financial Resources**. Land Owner and Car Dealer, respectively, and any Affiliate to which portions of this Agreement are assigned, have sufficient financial and economic resources to implement and complete Land Owner and/or Car Dealer's respective obligations contained in this Agreement.

12.6 **Limit on Use of Land as Security**. Land Owner and Car Dealer's right to use the land as security for financing purposes shall be subject to the restrictions contained in this Agreement. Violation of this covenant shall constitute an Event of Default.

ARTICLE THIRTEEN

REPRESENTATIONS AND WARRANTIES OF THE VILLAGE.

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

13.1 **Organization and Authority**. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

13.2 **Authorization**. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (except with regard to condemnation): (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other

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consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

13.3 Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Dundee Road and IL 53 Redevelopment Project Area in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

13.4 Connections. The Village shall permit the connection to Village utility systems of all water lines, sanitary and storm sewer lines or Village utility lines existing or constructed in the Property or near the perimeter of the Property as set forth on the Final Plans, provided that Land Owner and Car Dealer comply with all requirements of general applicability promulgated by the Village for such connections.

13.5 Reserved.

13.6 Best Efforts. Village agrees to cooperate with Car Dealer in Car Dealer's efforts to obtain necessary licenses, permits and approvals from other governmental and quasi-governmental bodies for the Project, including, the state and local Departments of Transportation, Metropolitan Water Reclamation District, state and federal Environmental Protection Agencies, and FEMA.

ARTICLE FOURTEEN

LIABILITY AND RISK INSURANCE.

14.1 Liability Insurance Prior to Completion. On or prior to any construction activities, Car Dealer (or Car Dealer's contractor) shall procure and deliver to the Village, at Car Dealer's (or such contractor's) cost and expense, and shall maintain in full force and effect until each and

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every obligation of Car Dealer and Land Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million Dollars ($2,000,000.00) each occurrence and Five Million Dollars ($5,000,000.00) in the aggregate. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village, Car Dealer and Land Owner against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project on the Property, or the construction and improvement thereof by Car Dealer. Each such policy shall name the Village as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or amendment of its policy; provided that, Village hereby agrees and acknowledges that it's rights as an additional insured are subordinate to the priority of the construction lender as a loss payee. Car Dealer may satisfy its insurance obligations in this **Article Fourteen** by way of a blanket policy or policies which satisfy the terms and conditions contained herein, which also includes other liabilities, properties and locations having a general policy aggregate of at least Ten Million Dollars ($10,000,000.00). Car Dealer shall provide to the Village a replacement certificate not less than thirty (30) days prior to expiration of any policy.

14.2 **Builder's Risk Prior to Completion.** Prior to completion of the construction of the Project on the Property, as certified by the Village, Car Dealer and Land Owner shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by Car Dealer on the Project. Such insurance policies shall be issued by companies satisfactory

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to the Village. All such policies shall contain a provision that the same will not be canceled or modified without prior thirty (30) day written notice to the Village.

ARTICLE FIFTEEN

RESERVED

ARTICLE SIXTEEN

EVENTS OF DEFAULT AND REMEDIES.

16.1 Land Owner and Car Dealer Events of Default. The following shall be Events of Default with respect to this Agreement:

a. If any representation made by Land Owner or Car Dealer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Land Owner or Car Dealer, respectively, does not remedy the default within thirty (30) days after written notice from the Village (or such longer period of time provided Land Owner or Car Dealer, as applicable, commences the remedy within such thirty (30) day period and thereafter diligently pursues completion of the remedy; however such period should not exceed 90 days total).

b. Default by Land Owner or Car Dealer for a period of thirty (30) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Land Owner or Car Dealer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Land Owner or Car Dealer, respectively, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default; provided further, however, that such additional period will be limited to an additional thirty (30)

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days in the event that permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project.

c. **Reserved.**

d. In the event: (i) the Land Owner or Car Dealer, respectively, fails to satisfy the "Completion Date" as defined in **Section 9.7;** (ii) if no substantial work is proceeding on the proposed buildings for the Project for a period of ninety (90) consecutive days, and provided that the cause of the delay is not due to Uncontrollable Circumstances; or (iii) Car Dealer or Land Owner commits an breach or defaults under this Agreement and such breach or default continues beyond any applicable notice and cure period, then such failure or delay by Car Dealer and/or Land Owner shall constitute an Event of Default of this Agreement.

e. Default by Land Owner or Car Dealer in the performance or breach of any covenant, warranty, representation, or obligation contained in this Agreement or in its Kia franchise agreement, which is not cured within thirty (30) days (or such longer period permitted for cure under such franchise agreement) after written notice of such breach; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days (or longer period under the franchise agreement) and the Land Owner or Car Dealer, respectvely, within said initial period for cure initiates and diligently pursues appropriate measures to remedy the defaultprovided further, however, that such additional period will be limited to an additional sixty (60) days unless permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project.

f. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Land Owner or Car Dealer, respectively, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state

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bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Land Owner or Car Dealer, respectively, for any substantial part of its property, and either ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or where a plan of reorganization reasonably acceptable to Village is not confirmed within one hundred twenty (120) days after such order or decree.

g. The commencement (i) by Land Owner or Car Dealer, respectively, of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; (ii) by any third party or parties of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, which is not dismissed within ninety (90) days after filing or with respect to which a plan of reorganization reasonably acceptable to Village has not been confirmed within one hundred twenty (120) days after commencement, or the consent by Land Owner or Car Dealer, respectively, to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Land Owner or Car Dealer, respectively, or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Land Owner or Car Dealer, respectively, generally to pay such entity's debts as such debts become due or the taking of any action by Land Owner or Car Dealer, respectively, in furtherance of any of the foregoing.

i. **Reserved.**

j. Sale, assignment, or transfer of the Project in violation of this Agreement.

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k. Change in the Land Owner or Car Dealer in violation of this Agreement (other than to Permitted Transferees).

l. Land Owner or Car Dealer abandons the Project or the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than ninety (90) consecutive days for any reason other than Uncontrollable Circumstances.

m. Default by Land Owner in the performance or breach of any covenant, warranty, representation, or obligation contained in the Village Property Contract;

n. Land Owner or Car Dealer, respectively, knowingly fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement and such violation continues for more than thirty (30) days following Land Owner's and Car Dealer's receipt of written notice of such failure (or such longer period of time, provided Land Owner or Car Dealer, as applicable, commences the cure within thrity (30) days and thereafter diligently performs the cure to completion) provided further, however, that such additional period will be limited to an additional sixty (60) days unless permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project. The maintenance requirement of this provision shall not be covered by and shall survive any Certificate of Completion or Estoppel Certificate of any kind issued during the term of this Agreement. Notwithstanding anything herein to the contrary, in the event Land Owner or Car Dealer, respectively, fails to satisfy the October 31, 2026 "Completion Date" as defined in Section 9.7, such failure shall constitute an Event of Default.

16.2 **Village Events of Default**. The following shall be Events of Default with respect to this Agreement:

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a. if any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Land Owner or Car Dealer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if such breach materially threatens or jeopardizes the value or completion of the Project and the Village does not remedy the default, within thirty (30) days after written notice from Land Owner or Car Dealer respectively;

b. default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default shall constitute an Event of Default only if such breach materially threatens or jeopardizes the value or completion of the Project and the Village does not initiate within thirty (30) days after written notice from Land Owner or Car Dealer, respectively, and thereafter diligently pursue appropriate measures to remedy the default;

c. default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Land Owner or Car Dealer, respectively, and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances; or

d. failure to have funds to meet the Village's obligations.

16.3 <u>Remedies for Default.</u>

In the event of an Event of Default by Land Owner and/or Car Dealer hereunder, the non-defaulting party shall have any and all remedies at law or in equity and may institute such legal or equitable proceedings as may be necessary or desirable in its opinion for damages

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or to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In the event Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in each such case, Land Owner, Car Dealer and Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Land Owner, Car Dealer and the Village shall continue as though no such proceedings had been taken.

C. Except as set forth above, in the case of an Event of Default by Land Owner or Car Dealer under this Agreement of the Village Property Contract, the Village has any and all remedies at law or in equity, and, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Car Dealer "exclusive" developer status as set forth in **Article Five**.

16.4 **Agreement to Pay Attorneys' Fees and Expenses**. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing party shall pay, on demand, the prevailing party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. The Village's duty to pay shall be subject to the Illinois Local Government Prompt Payment Act.

16.5 **No Waiver by Delay or Otherwise.** Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any

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way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

16.6 **Rights and Remedies Cumulative**. Except as set forth above, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE SEVENTEEN

EQUAL EMPLOYMENT OPPORTUNITY

17.1 **No Discrimination.** Land Owner and Car Dealer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, Land Owner and Car Dealer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Land Owner and Car Dealer agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause.

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17.2 **Advertisements.** Land Owner and Car Dealer will, in all solicitations or advertisements for employees placed by or on behalf of Land Owner and/or Car Dealer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

17.3 **Contractors**. Any contracts made by Land Owner and/or Car Dealer with any general contractor, agent, employee, independent contractor or any other Person in connection with Project shall contain language similar to that recited in **Sections 17.1 and 17.2** above.

ARTICLE EIGHTEEN

MISCELLANEOUS PROVISIONS.

18.1 **Reserved**.

18.2 **Notices**. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) overnight courier, or (c) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village:	Village of Palatine 200 E Wood Street Palatine, IL 60067 Attn: Village Clerk
With a copy to:	Village of Palatine 200 E Wood Street Palatine, IL 60067 Attn: Village Manager
With a copy to:	Schain, Banks, Kenny & Schwartz, Ltd. 70 W. Madison Street, Suite 5300 Chicago, IL 60602 Attn: Patrick Brankin

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If to Land Owner or
Car Dealer: Kevin McGrath
M and K

With a copy to: Bernard Citron
Thompson Coburn LLP
55 E. Monroe
37th Floor
Chicago IL 60603

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (c) shall be deemed received forty-eight (48) hours following deposit in the mail.

18.3 **Time of the Essence**. Time is of the essence of this Agreement.

18.4 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

18.5 **Recordation of Agreement**. The Parties agree to record this Agreement in the Recorder's Office of Cook County.

18.6 **Severability**. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.7 **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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18.8 **Entire Contract and Amendments**. This Agreement (together with the exhibits attached hereto) is the entire contract and a full integration of the Agreement between the Village, Land Owner and Car Dealer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village, Land Owner and Car Dealer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

18.9 **Third Parties**. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village, Land Owner and Car Dealer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village, Land Owner or Car Dealer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village, Land Owner or Car Dealer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

18.10 **Waiver**. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

18.11 **Cooperation and Further Assurances**. The Village, Land Owner and Car Dealer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village, Land Owner or Car Dealer or other appropriate persons all and singular the

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rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

18.12 **Successors in Interest**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that, except as provided in **Section 10.10** and **Section 10.11** hereof, neither Land Owner nor Car Dealer may assign its rights under this Agreement without the express written approval of the Village. Notwithstanding anything herein to the contrary, the Village may not delegate its obligation hereunder or except as provided herein, transfer any interest in the Village Property without the express written approval of Land Owner and Car Dealer.

18.13 **No Joint Venture, Agency or Partnership Created**. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

18.14 **No Personal Liability of Officials of Village or Car Dealer**. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, Village Council member, Village Manager, any official, officer, partner, member, director, agent, employee or attorney of the Village or Car Dealer, in his or her individual capacity, and neither the Mayor and or any Village Council member nor any official, officer, partner, member, director, agent, employee or attorney of the Village, Land Owner or Car Dealer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

18.15 **Repealer**. To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

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18.16 **Term.** This Agreement shall remain in full force and effect for twenty-three (23) years from the date the Dundee Road and IL 53 Redevelopment Project Area was created, unless the Redevelopment Plan with respect to the Project is extended or until termination of the Dundee Road and IL 53 Redevelopment Project Area or until otherwise terminated pursuant to the terms of this Agreement.

18.17 **Estoppel Certificates**. Each of the parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

18.18 **Municipal Limitations.** All municipal commitments are limited to the extent required by law.

18.19 **Compliance with All Applicable Laws.** Land Owner and Car Dealer agree that the Project shall comply with any and all applicable Federal and State Laws, including but not limited to the Illinois TIF Act.

18.20 **Performance Days.** Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Except as otherwise set forth herein, all references herein to "days" shall mean calendar days.

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ARTICLE NINETEEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution and adoption of this Agreement. Land Owner and Car Dealer shall execute this Agreement not later than twenty-one (21) days after Village Council authorization of execution of this Agreement or else this Agreement will be deemed void.

ARTICLE TWENTY

DISCLOSURE

20.01 Disclosure Of Interests. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Car Dealer and Land Owner or their authorized corporate official or managing agent shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Property and every shareholder or member entitled to receive more than seven and one-half percent (7.5%) of the total distributable income of any corporation or limited liability company after having obtained title to the Property, or, alternatively, if any corporation's stock is publicly traded, a sworn affidavit by an officer of the Car Dealer and Land Owner or their managing agent that there is no readily known individual who shall obtain a greater than seven and one-half percent (7.5%) interest, real or personal, in the Property by this Agreement is consummated. The sworn affidavit, attached hereto as **Exhibit "E"** and made a part of this Agreement, shall be signed by the Car Dealer and Land Owner or their managing agent. Said affidavit shall be updated, as necessary, prior to the closings of the transaction contemplated by this Agreements.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF PALATINE, an Illinois municipal corporation

By:_____
Its: Mayor

ATTEST:

By:_____
Its: Village Clerk

CAR DEALER:

___ , an Illinois corporation

By:_____
Name:_____
Its:_____

LAND OWNER:

___, an Illinois limited liability company

By:_____
Name:_____
Its:_____

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Exhibit A

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

SITE IMPROVEMENT PLANS
for
MCGRATH ARLINGTON KIA

1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS 60074

PROJECT NO: 11891

OWNER
MCGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS 60074
PHONE: (847) 202-3900

ARCHITECT
SIMON DESIGN GROUP
500 LAKE COOK ROAD, SUITE 350
DEERFIELD, ILLINOIS 60015
PHONE: (847) 572-3002

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY COOK COUNTY
CITY, TOWNSHIP PALATINE, PALATINE TOWNSHIP
SEC. & ¼ SEC. NO. T42N, R10E SEC. 1 NW 1/4
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEETS GN FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS EEI AND THE VILLAGE SHALL ALSO BE INCLUDED.

DRAINAGE CERTIFICATION

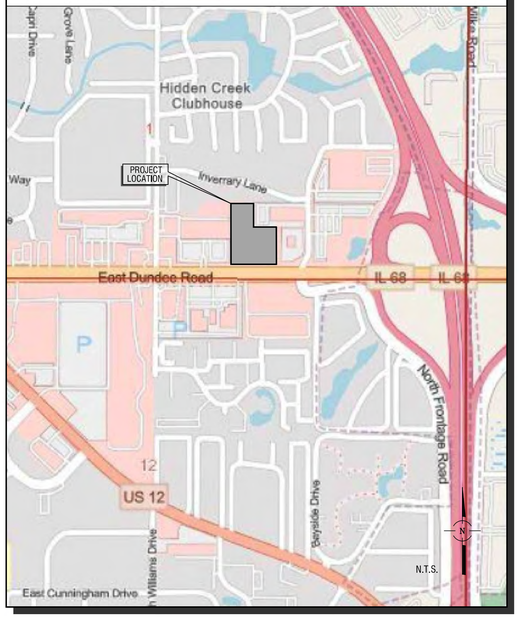
"To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this development or any part thereof, or, that if drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas, or drains approved for use by the City Engineer, and that such surface waters are planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to adjoining properties because of the construction of this development. The development shall not adversely increase flood elevations or decrease flood conveyance capacity upstream or downstream the project area."

REGISTERED PROFESSIONAL ENGINEER
MICHAEL MONDUS, P.E.
ILLINOIS REGISTRATION NO.: 062-052057
EXPIRATION DATE: 11/30/2023
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2023

INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	GENERAL NOTES & SPECIFICATIONS
3	ET	EXISTING CONDITIONS
4	DEMO	DEMOLITION PLAN
5	SP	SITE PLAN
6	GRUT	GRADING, UTILITY, AND SOIL EROSION & SEDIMENT CONTROL PLAN
7	D1	DETAILS

LOCATION MAP



REVISIONS

ORIGINAL PLAN DATE: JULY 27, 2022

#	SHEET #	REMARKS	DATE
1	ALL	PER OWNER	08/18/22
2	ALL	ISSUE FOR PERMIT	09/09/22
1	2,5,6	PER VILLAGE	09/30/22

09/30/22
ENGINEER DATE
MICHAEL MONDUS, P.E.
ILLINOIS REGISTRATION NO.: 062-052057
EXPIRATION DATE: 11/30/2023
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2023
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE , SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER.

LICENSED PROFESSIONAL ENGINEER MICHAEL MONDUS NO. 062-052057 ILLINOIS

SITE IMPROVEMENT PLANS
MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

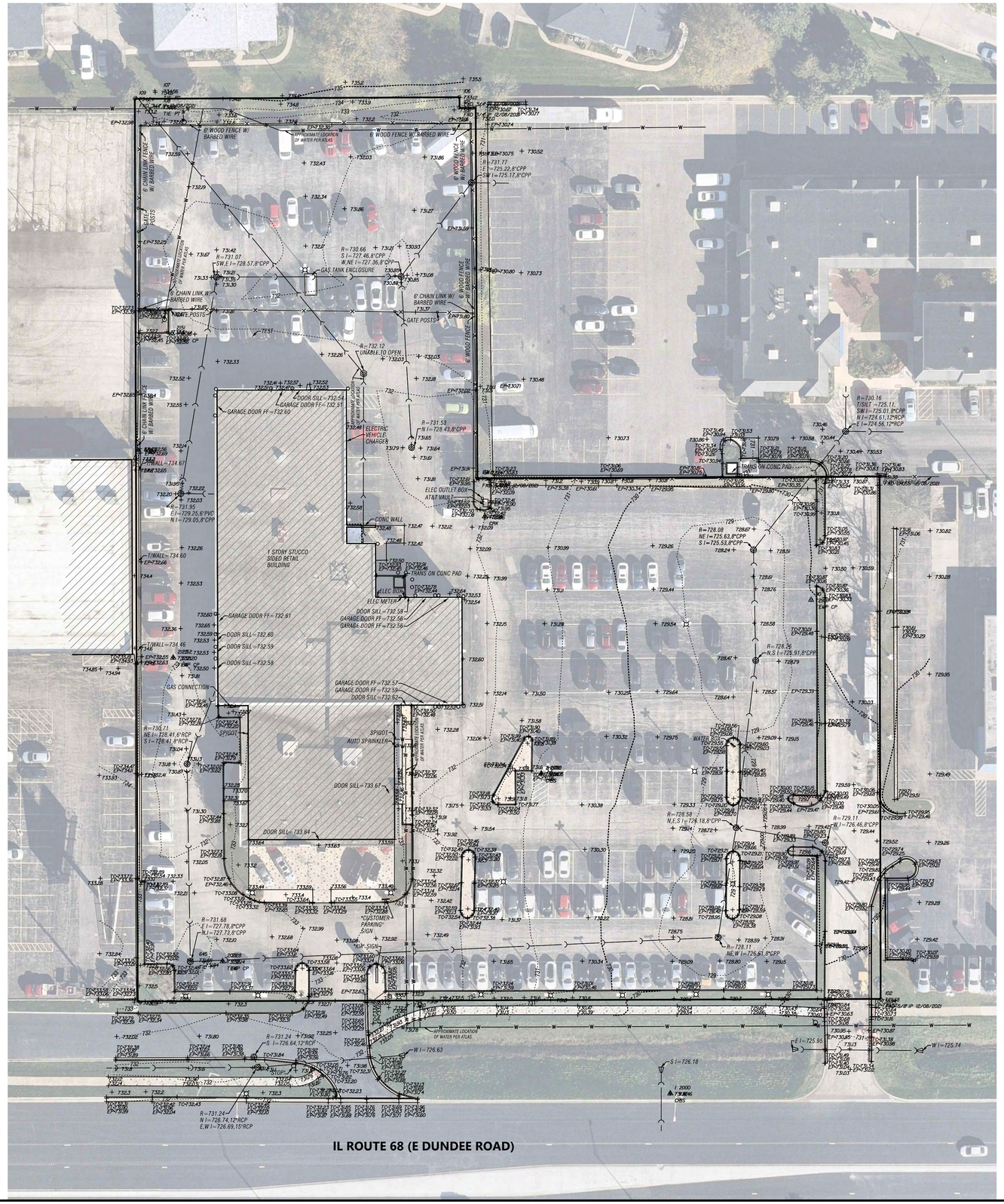
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

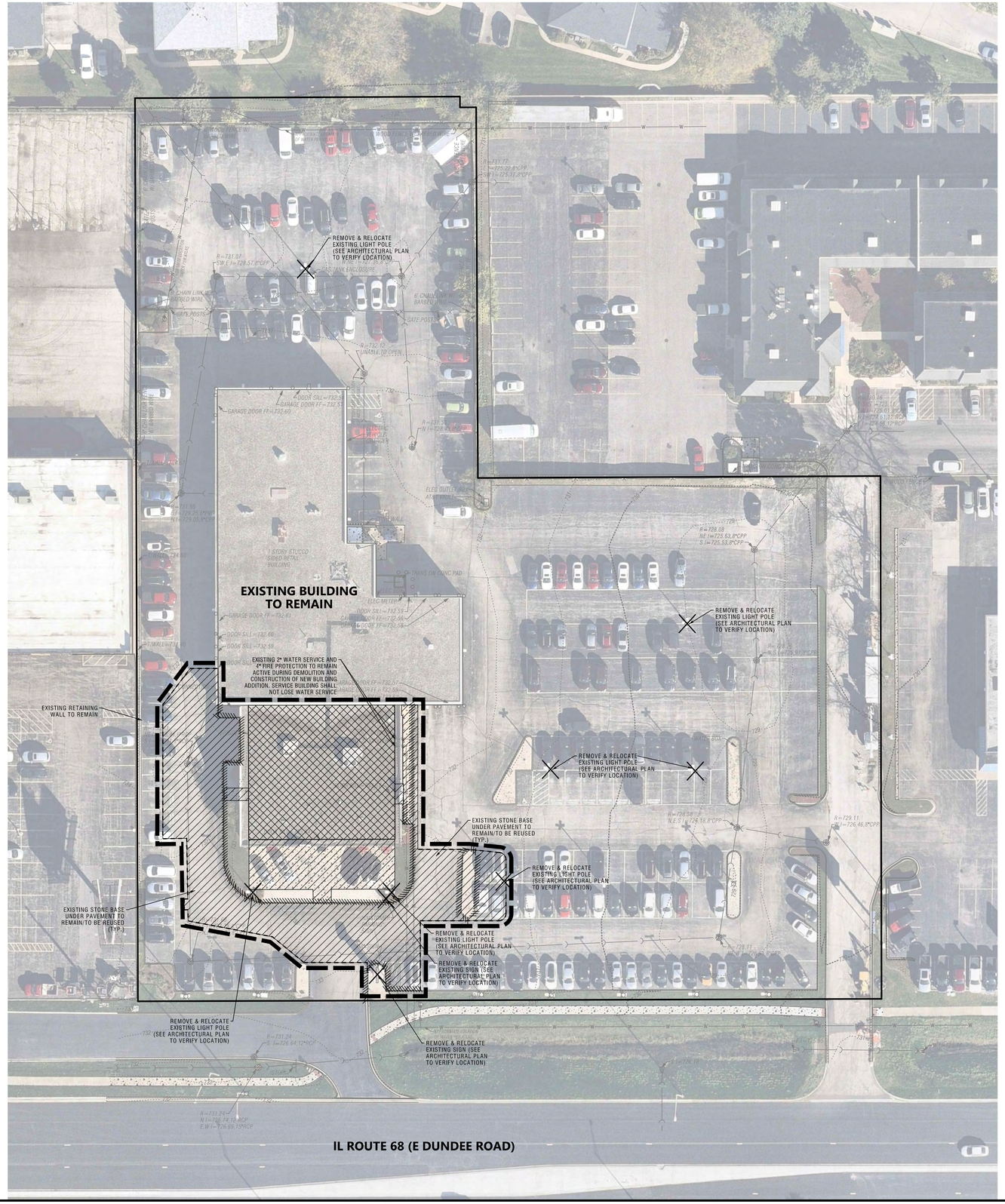
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

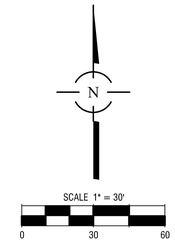
SPACECO INC.

FILENAME: 11891TITLE.DGN
DATE: 07/27/2022
JOB NO. 11891
SHEET C1
1 OF 7

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IL ROUTE 68 (E DUNDEE ROAD)
1 STORY STUCCO SIDED RETAIL BUILDING
6' WOOD FENCE W/ BARBED WIRE
6' CHAIN LINK FENCE W/ BARBED WIRE
GATE POSTS
GAS TANK ENCLOSURE
ELECTRIC VEHICLE CHARGER
ELEC OUTLET BOX AT&T VAULT
TRANS ON CONC PAD
ELEC METER
CONC WALL
DOOR SILL=732.54
GARAGE DOOR FF=732.60
GARAGE DOOR FF=732.61
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DOOR SILL=732.58
GARAGE DOOR FF=732.59
GARAGE DOOR FF=732.56
GARAGE DOOR FF=732.57
DOOR SILL=732.52
GAS CONNECTION
SPIGOT
AUTO SPRINKLER
DOOR SILL=733.67
DOOR SILL=733.94
"CUSTOMER PARKING" SIGN
"KIA" SIGN
APPROXIMATE LOCATION OF WATER PER ATLAS
R=730.66
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W,NE I=727.36,8"CPP
R=731.07
SW,E I=728.57,8"CPP
R=731.77
E I=725.22,8"CPP
SW I=725.17,8"CPP
R=732.12
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N I=728.43,8"CPP
R=728.08
NE I=725.63,8"CPP
S I=725.53,8"CPP
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LEGEND

- PAVEMENT SAWCUT (FULL DEPTH)
- CURB AND GUTTER TO BE REMOVED
- BUILDING REMOVAL
- PAVEMENT/SIDEWALK REMOVAL (FULL DEPTH)
- REMOVE & RELOCATE LIGHT POLE/SIGN
- AREA OF PROJECT DISTURBANCE (0.49 ACRES)

NO.	DATE	REMARKS

NO.	DATE	REMARKS
2	09/09/22	ISSUE FOR PERMIT
1	08/18/22	PER OWNER

DEMOLITION PLAN

MCGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
SPACECO INC.

FILENAME: 11891DEMO.DGN

DATE: 07/27/2022

JOB NO. 11891

SHEET
DEMO
4 OF 7

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)



PARKING COUNT	
CUSTOMER PARKING STALLS	= 23
SERVICE PARKING STALLS	= 36
INVENTORY/DISPLAY PARKING STALLS	= 204
ADA PARKING STALLS	= 3
TOTAL PARKING STALLS	= 266

N

SCALE 1" = 30'

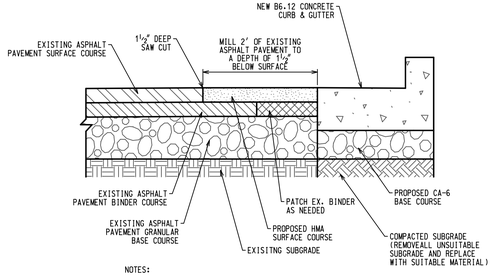
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NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB, PROPERTY LINE, OR BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE PITCH OUT UNLESS OTHERWISE NOTED.
3. SEE SHEET GN FOR PAVEMENT AND SIDEWALK SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE 4" YELLOW PAINT.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDING EXPANSION, NEW LIGHT POLE LOCATIONS, AND SIGN LOCATION.

LEGEND

- CONCRETE SIDEWALK
- CONCRETE SIDEWALK HANDICAP RAMP
- B6.12 CURB & GUTTER PITCH-OUT
- B6.12 CURB & GUTTER PITCH-IN
- DEPRESSED CURB & GUTTER
- 2' MIN ASPHALT PATCH AROUND NEW CURBS
- NEW ASPHALT PAVEMENT
- NEW LIGHT POLE LOCATION (SEE ARCHITECTURAL PLAN)



NOTES:

1. EXISTING PAVEMENT SECTION IS SHOWN FOR REFERENCE ONLY.
2. ALL ASPHALT PAVEMENT MILLINGS SHALL BE DISPOSED OF BY THE CONTRACTOR.
3. BITUMINOUS TACK COAT SHALL BE APPLIED AT A RATE OF 0.1 GALLONS PER SQUARE YARD TO BOTH EXISTING AND PROPOSED ASPHALT BINDER COURSE PRIOR TO NEW HMA SURFACE COURSE INSTALLATION.

PAVEMENT PATCHING
AT NEW CURB & GUTTER
NOT TO SCALE

NO.	DATE	REMARKS

NO.	DATE	REMARKS
3	09/30/22	PER VILLAGE
2	09/09/22	ISSUE FOR PERMIT
1	08/18/22	PER OWNER

SITE PLAN

MCGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

FILENAME: 11891SP.DGN

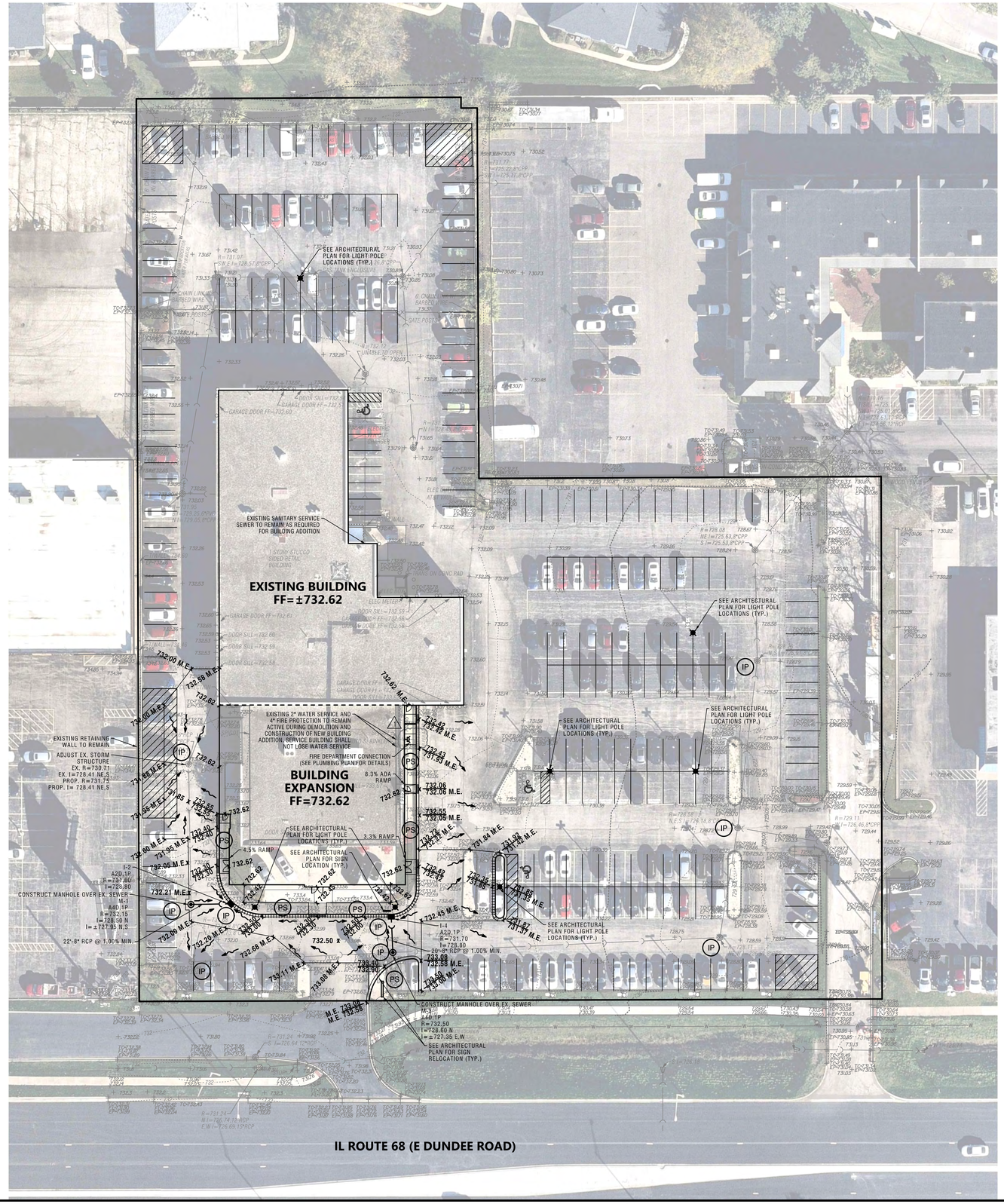
DATE: 07/27/2022

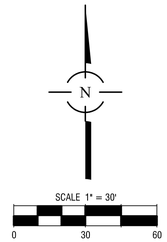
JOB NO. 11891

SHEET SP 5 OF 7

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

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NOTES:

1. ALL CURB AND GUTTER IS PITCH-OUT UNLESS NOTED OTHERWISE.
2. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
3. FRAME AND GRATE/LID FOR STORM STRUCTURES
   1P - INLET-NEENAH R-2504-C WITH TYPE "G" GRATE
   1C - MANHOLE-NEENAH R-2054-C WITH TYPE "B" CLOSED LID
4. INDICATES TRENCH BACKFILL REQUIRED.
5. ALL STORM SEWERS TO BE RCP CL-IV UNLESS NOTED OTHERWISE.

STORM STRUCTURE LEGEND

M-100
A4D.1P

- STRUCTURE ABBREVIATION
- STRUCTURE NUMBER
- FRAME AND LID TYPE
- DIAMETER & SIZE OF STRUCTURE
- TYPE OF STRUCTURE

STORM STRUCTURE ABBREVIATIONS

I = INLET
M = MANHOLE

LEGEND

FF	FINISHED FLOOR
	LOCAL DRAINAGE
x XX.XX	SPOT GRADE
x XXX.XX / XXX.XX	TOP OF CURB / EDGE OF PAVEMENT
	B6.12 CURB & GUTTER PITCH-OUT
	B6.12 CURB & GUTTER PITCH-IN
	DEPRESSED CURB & GUTTER
	STORM SEWER (8" RCP)
	STORM INLET
	STORM MANHOLE
IP	INLET PROTECTION
PS	6" MINIMUM TOPSOIL RESPREAD & PERMANENT SEEDING WITH EROSION CONTROL BLANKET

NO.	DATE	REMARKS

NO.	DATE	REMARKS
2	09/30/22	PER VILLAGE
1	09/09/22	ISSUE FOR PERMIT
	08/18/22	PER OWNER

GRADING, UTILITY, & SESC PLAN

MCGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

FILENAME:
11891GRUT.DGN

DATE:
07/27/2022

JOB NO.
11891

SHEET
GRUT
6 OF 7

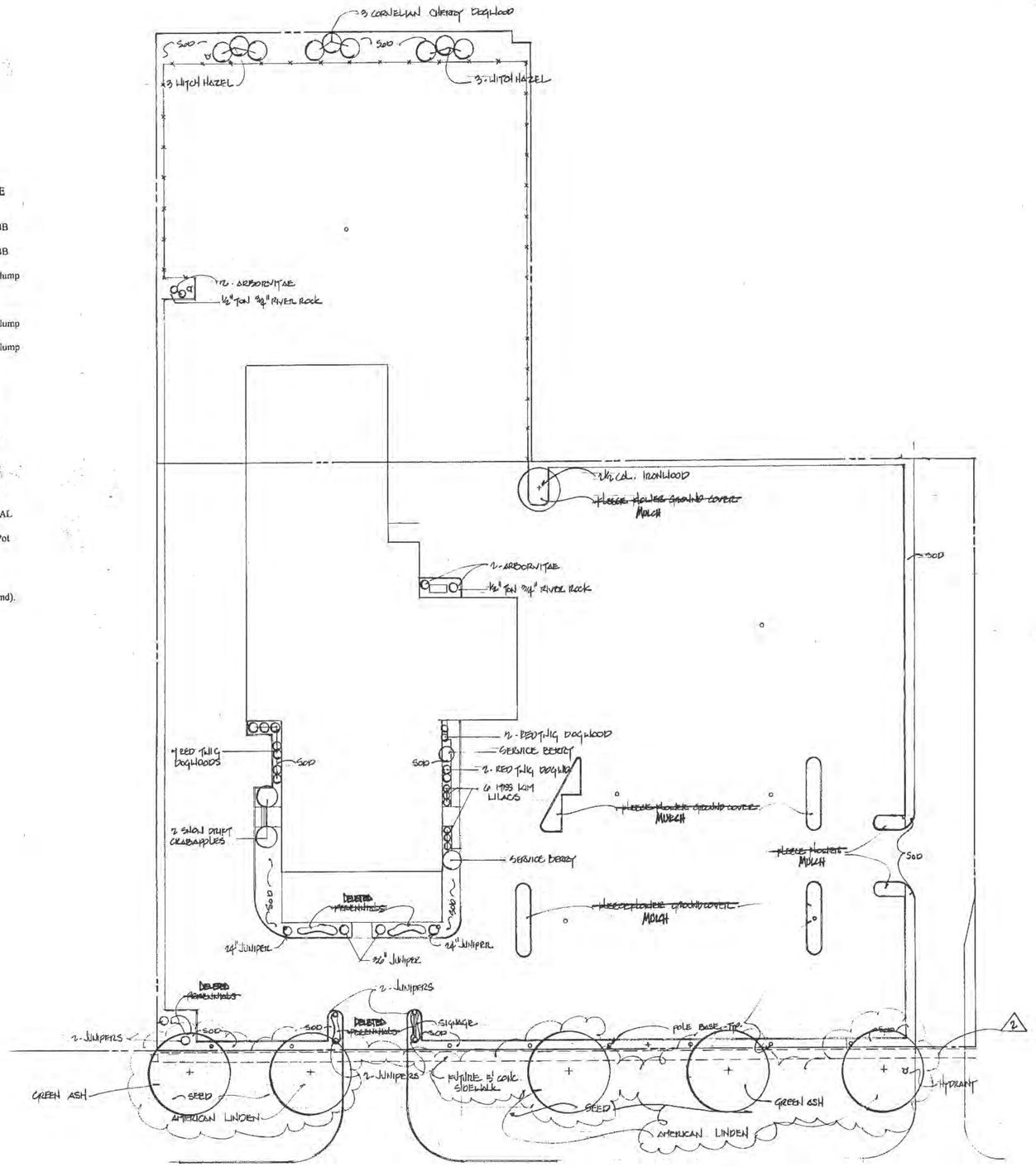
Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

New Chrysler/Dodge Facility
Palatine, Illinois

PLANT LIST

QTY	BOTANICAL NAME	COMMON NAME	SIZE
2	Fraxinus Pennsylvanica	Green Ash	3" BB
3	Tilia Americana	American Linden	3" BB
1	Carpinus Caroliniana	Ironwood	8' Clump
4	Thuja Occidentalis Nigra	Nigra Arborvitae	5'
2	Malus Snowdrift	Snowdrift Crabapple	5' Clump
2	Amelanchier Canadensis	Shadblow Serviceberry	6' Clump
3	Cornus Mas	Cornelian Cherry Dogwood	5'
11	Cornus Sericea "Bailey"	Red Twig Dogwod	4'
6	Hamamelis Virginiana	Fall Blooming Witchhazel	4'
6	Syringa Patula Miss Kim	Miss Kim Dwarf Lilac	24"
2	Juniperus Chin. Sargentii	Green Sargent Juniper	36"
8	Juniperus Chin. Sargentii	Green Sargent Juniper	24"
150	Hemerocallis Stella D'Oro	Stella D'Oro Daylily	1 GAL
DELETED→ 2448	Polygonum Reynoutria	Fleeceflower	3" Pot

2466 SY Seed
766 SY Sod
3232 SY Fine Grading
2 1/2 Ton, 3/4" River Rock (Spread in Transformer Island & Hydrant Island).
11 CY Mulch
8 CY Compost



(IL. STATE RTE 68) DUNDEE ROAD

LANDSCAPE PLAN
1" = 30'-0"

NORTH

Notes:
Trees & Shrubs to have 2" of mulch.
Ground cover to have 2" of compost.
All plants to be full & healthy specimens.

MARSHALL ASSOCIATES
ARCHITECTS
1120 E. Main Street
St. Charles, Illinois
60174
708.584.7820
Fax 708.584.7862

CHRYSLER
DESOTT CORPORATION

DODGE SALES & SERVICE FACILITY
PALATINE, ILLINOIS
LOCATED ON DUNDEE ROAD, WEST OF IL. RTE. 53

Revisions:
2 4.5.96

Commission:
Issue Date:
Drawn By:

Sheet:
LS
of:

Coppolino DESIGN-BUILD Associates Ltd
designers . builders . developers . construction management
P.O. Box 5122
708-369-6456
Naperville, IL 60567
FAX 708-369-0820

AS BUILT 12.16.96

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

FOX VALLEY BLUEPRINT 871827

LEGEND

(#)	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET

(#) DRAWING NOTES

1. CONCRETE PAVING WITH 4'-0" X 4'-0" JOINT PATTERN WITH ELEV +6" ABOVE ADJACENT PAVED AREAS.
2. 6" HIGH CONCRETE CURB.
3. PROPERTY LINE.
4. PROVIDE RAMPED SIDEWALK FOR ACCESSIBLE ENTRY AND VEHICLE ACCESS.
5. SUGGESTED LANDSCAPE LOCATIONS. ALL LAYOUTS TO BE DESIGNED BY A LICENSED PROFESSIONAL.
6. DIRECTIONAL SIGNAGE AND/OR PYLON SIGN. SEE "EG" SERIES GRAPHICS SHEETS.
7. NOT USED.
8. SUGGESTED LOCATIONS TO INSTALL REQUIRED EV CHARGING STATIONS (ONE IN SERVICE AND ONE NEAR SERVICE PARKING). MINIMUM TWO CHARGING STATIONS REQUIRED; ONE FAST CHARGER (MIN. 24kW) AND ONE LEVEL 2.
9. TRASH.
10. EXISTING FENCE.
11. EXISTING GATE.
12. EXISTING TRANSFORMER.
13. EXISTING CONCRETE PAD.
14. EXISTING STALLS SHOWN AS DASHED TO BE RESTRIPED WITH NEW STALL LAYOUT
15. CONTROL JOINT AT 12'-0", TYP.
16. FURNISH CONDUIT STUB FOR ELECTRIC VEHICLE CHARGING, (3) 40A CIRCUITS AND (3) STUB-UPS FOR FUTURE.
17. ADDRESS SIGN IN VINYL LETTERING ATTACHED TO PYLON SIGN 10"H NUMBERS WITH STROKE THICKNESS OF 1/2" MIN. LOCATE 10'-0" ABOVE GRADE MIN. FOR ADEQUATE VISIBILITY. RE: ADDRESS SIGN DETAIL, THIS SHEET.

GENERAL NOTES

A. THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS ARE BEYOND THE SCOPE OF THESE DOCUMENTS.

B. THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS BECAUSE OF JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.

C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.

D. ALL SIGNAGE IS SHOWN FOR DESIGN INTENT ONLY. APPROVAL SUBJECT TO LOCAL JURISDICTION. CONTACT KIA ACCOUNT MANAGER FOR INFORMATION ON SIGNAGE PROGRAM AND ONSITE SIGNAGE SURVEY.

E. SEE SHEET A-1A FOR SITE AND BUILDING LIGHTING DESIGN CRITERIA.

F. SEE SHEET A-6 FOR BUILDING GRAPHICS LOCATIONS.

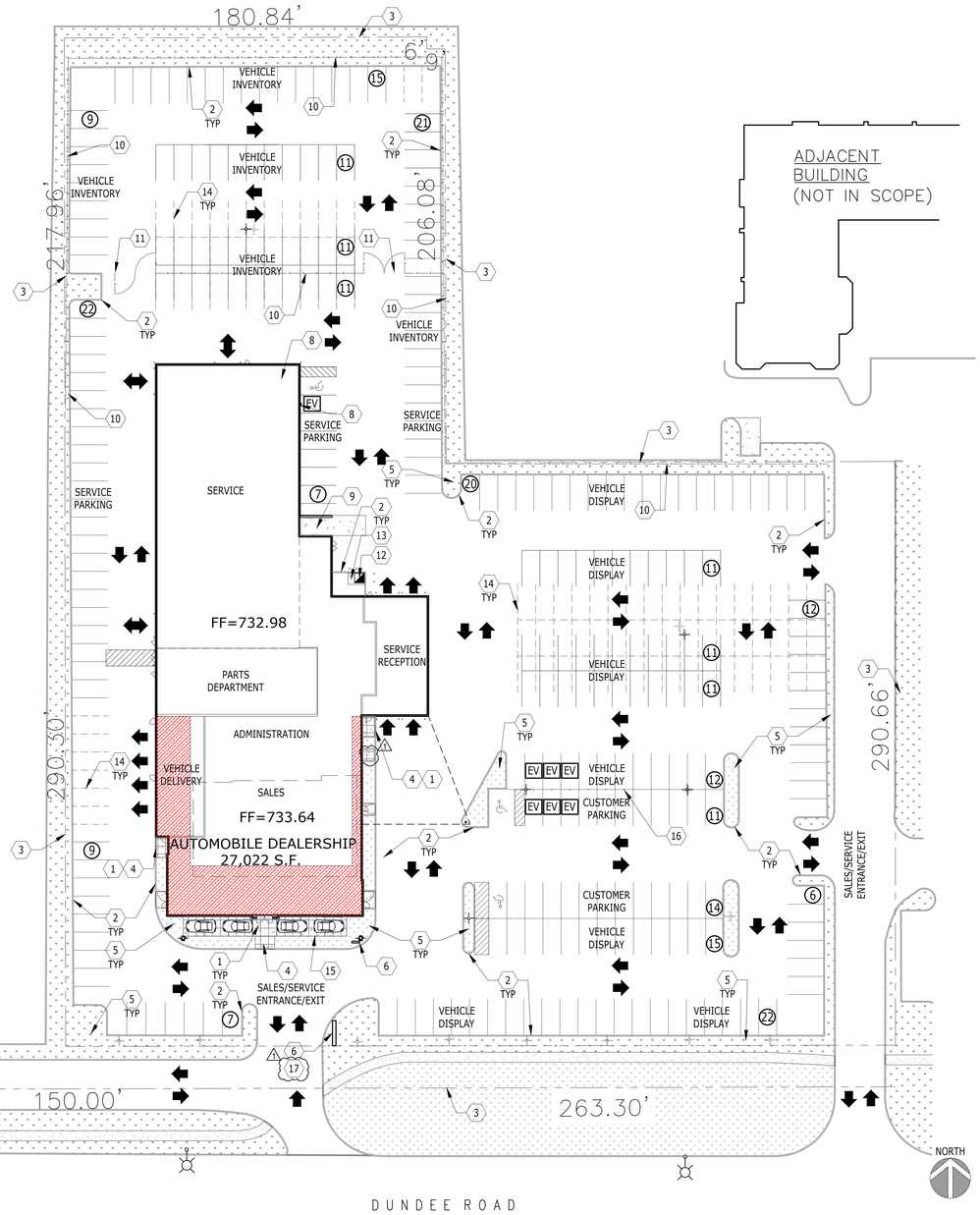
G. SITE SIZE = 3.75 ACRES

H. INDICATES GREEN SPACE/LOW LANDSCAPING

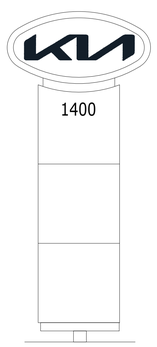
I. INDICATES PROPOSED BUILDING ADDITION OR INFILL

PARKING ANALYSIS

	REQUIRED	PROVIDED
LOT (VEHICLE STORAGE)	0	195
CUSTOMER	90	57
ADA (UP TO 75)	3	3
TOTAL	90	252



NOTE: SIGNAGE SUBMITTED UNDER SEPARATE PERMIT, TYP.



ADDRESS SIGN DETAIL
SCALE: NONE

ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0"

PROJECT:

McGRATH ARLINGTON KIA
Movement that inspires

McGrath KIA
1400 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC
ARCHITECTURE DESIGN
planning - retail - automotive

500 Lake Cook Road, Suite 350
Deerfield, IL 60015

Tel: 847-571-3814
Attn: Simon Yu

CIVIL:

Spaceco, Inc
9575 W Higgins Rd, Suite 700
Rosemont, IL 60018

Tel: 847-696-4060
Attn: Michael Mondus

STRUCTURAL ENGIN:

Virgilio & Associates, LTD
Structural Engineers
24069 North Echo Lake Road
Lake Zurich, IL 60047

Tel: 847-550.8411
www.virgilioassoc.com

Attn: Paul Virgilio

MECH / PLUMB ENGIN:

ELEC ENGIN:

June 13, 2022 – 30% Review

July 21, 2022 – 60% Review

Sept. 09, 2022 – 90% Review/ Bid/ Permit

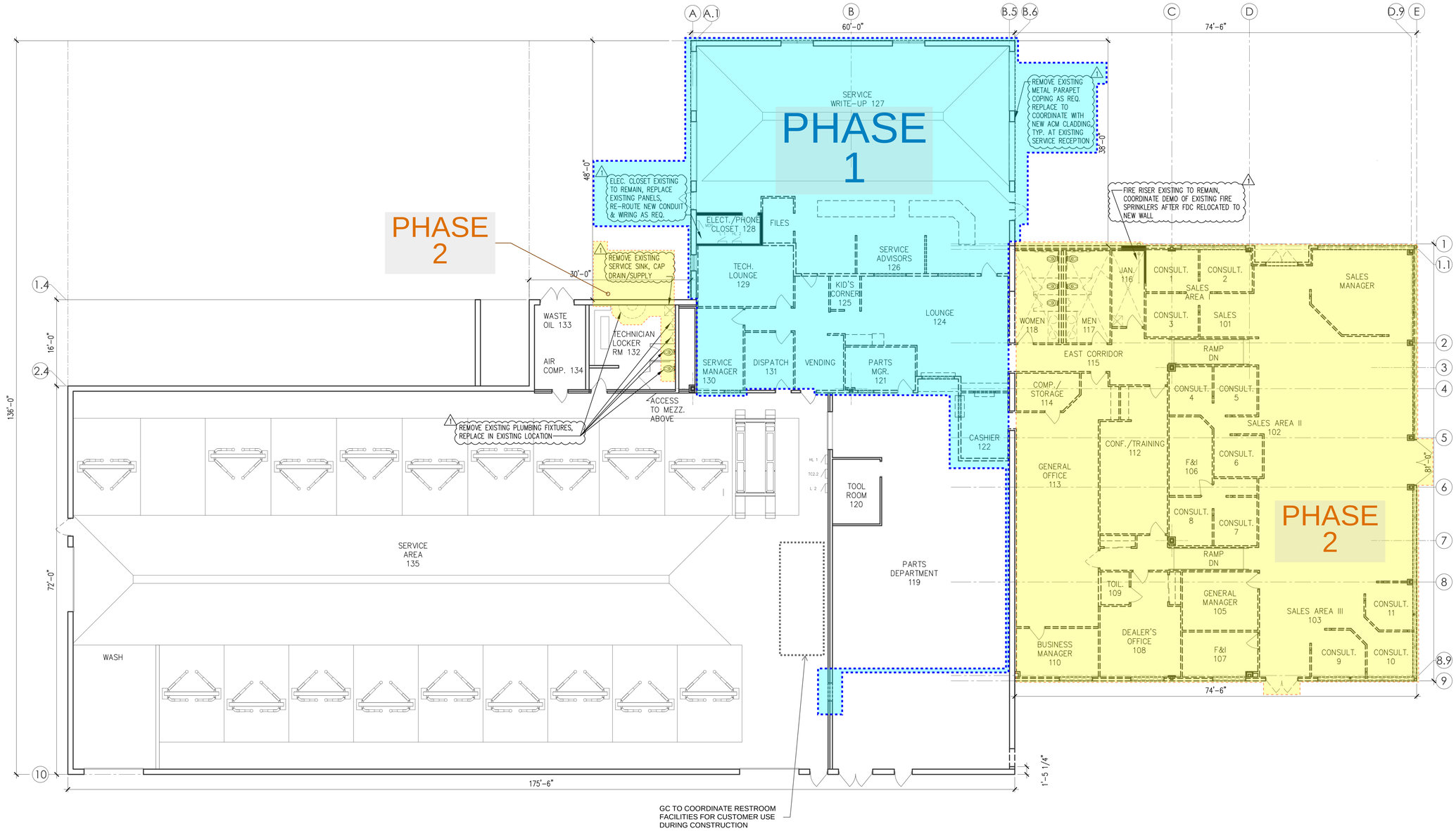
1 Oct. 11, 2022 – Revised per Comments

SITE PLAN

A00.50

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Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)



DEMOLITION PLAN - LEVEL 1
SCALE: 1/8"

PROJECT:

McGrath KIA
1400 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC
ARCHITECTURE DESIGN
planning - retail - automotive

500 Lake Cook Road, Suite 350
Deerfield, IL 60015

Tel: 847-571-3814
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9575 W Higgins Rd, Suite 700
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ELEC ENGIN:

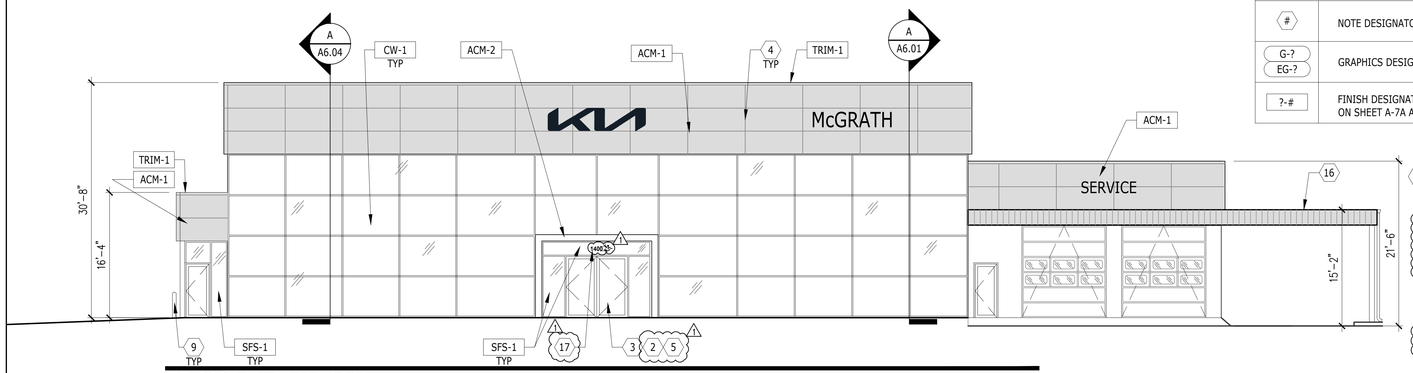
June 13, 2022 – 30% Review
July 21, 2022 – 60% Review
Sept. 09, 2022 – 90% Review/ Bid/ Permit
1 Sept. 23, 2022 – Revised

DEMO
FLOOR PLAN

A01.01

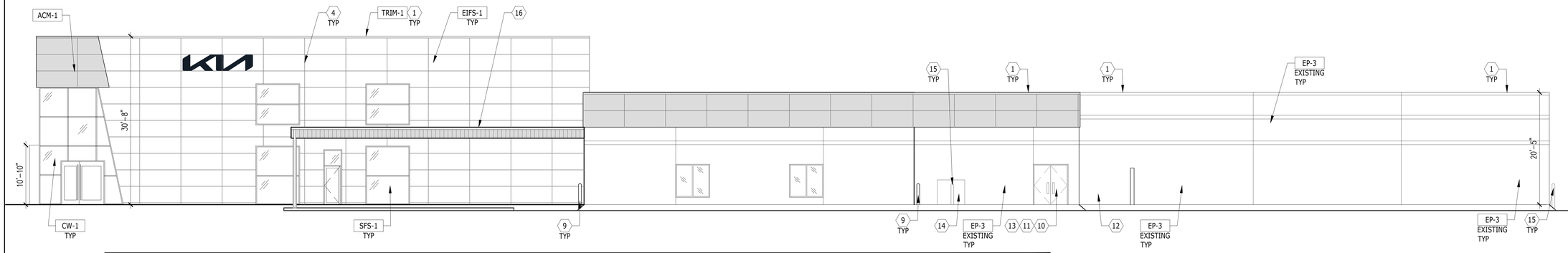
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Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)



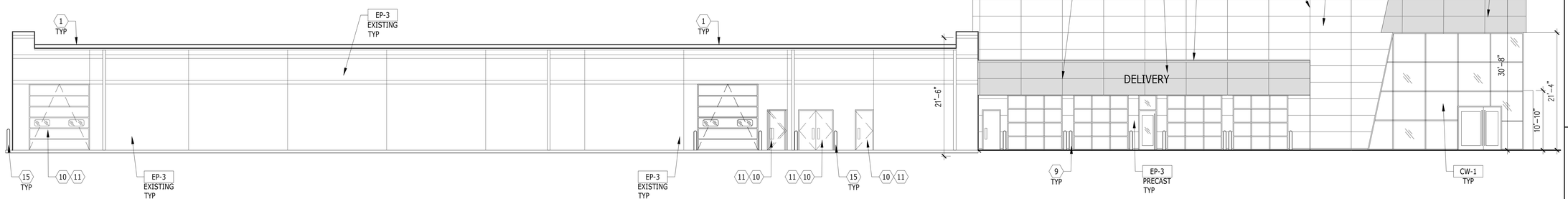
FRONT ELEVATION
SCALE: 1/8"

1



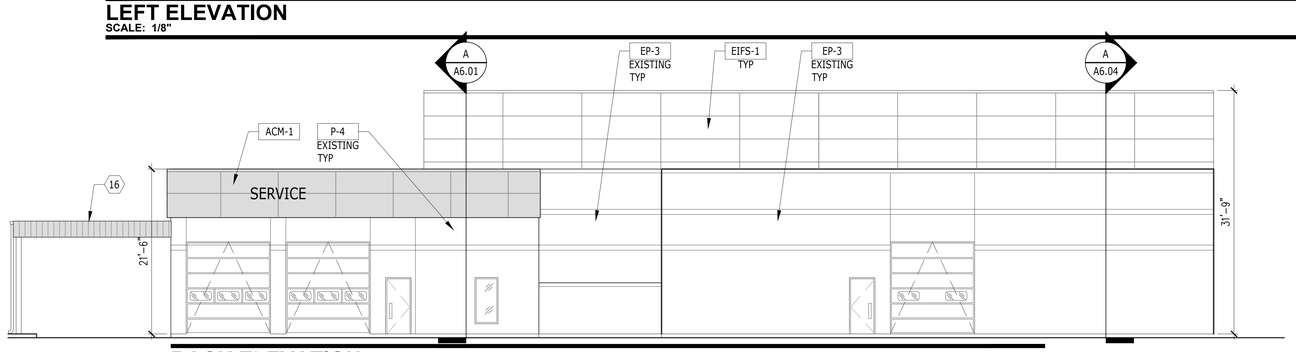
RIGHT ELEVATION
SCALE: 1/8"

2



LEFT ELEVATION
SCALE: 1/8"

3



BACK ELEVATION
SCALE: 1/8"

4

LEGEND

#	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET
G-? / EG-?	GRAPHICS DESIGNATOR - REFER TO "G" SERIES SHEETS
?-#	FINISH DESIGNATOR - REFER TO EXTERIOR FINISH SCHEDULE ON SHEET A-7A AND A-7B

DRAWING NOTES

1. METAL COPING.
2. KEY BOX TO BE PROVIDED FOR LIFE SAFETY PRIOR TO DEMOLITION, COORDINATE LOCATION WITH PALATINE FIRE DEPARTMENT.
3. VEHICLE ACCESS DOORS.
4. METAL PANEL JOINT.
5. FOR ADDRESS SIGN, RE: SHEET A00.50
6. NOT USED.
7. NOT USED.
8. NOT USED.
9. NEW BOLLARDS. SPECS TBD.
10. EXISTING DOOR.
11. ALL SERVICE DOORS SHALL BE PAINTED EP-1.
12. TRASH ENCLOSURE.
13. COMPRESSOR.
14. EXISTING TRANSFORMER.
15. EXISTING BOLLARDS. SPECS TBD.
16. NEW SERVICE RECEPTION CANOPY, PAC-CLAD ALUMINUM SIDING AT FASCIA
17. BUILDING ADDRESS NUMBERS AT 7"H AND STROKE WIDTH OF 1/2" MIN. FOR PREMESIS IDENTIFICATION IN VINYL NUMBERS ADHERED TO GLASS OVER ENTRY

GENERAL NOTES

A. THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS IS BEYOND THE SCOPE OF THESE DOCUMENTS.

B. THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS BECAUSE OF JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION, AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.

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D. ALL SIGNAGE IS SHOWN FOR DESIGN INTENT ONLY. APPROVAL SUBJECT TO LOCAL JURISDICTION. CONTACT KIA FOR INFORMATION ON SIGNAGE PROGRAM AND ONSITE SIGNAGE SURVEY.

E. ALL GRAPHICS AND WALL PANELS MAY REQUIRE BLOCKING OR OTHER POSITIVE FORM OF ANCHORAGE. COORDINATE WITH THE GRAPHICS VENDOR PRIOR TO CLOSING ANY WALL CAVITIES. SELECT SIGNS ARE ELECTRIFIED. REVIEW GRAPHICS SECTION OF THIS BOOK TO IDENTIFY WHICH GRAPHICS REQUIRE POWER.

F. ELEVATIONS NOT SHOWN SHALL RECEIVE THE SAME OR COMPLEMENTARY FINISHES TO MATERIALS SHOWN.

G. SEE SHEETS A-1B AND A-5A FOR LIGHTING DESIGN CRITERIA AND LIGHT FIXTURE SCHEDULE.

H. EIFS SCORING AND JOINT LAYOUT PER MANUFACTURER REQUIREMENTS.

PROJECT:

McGRATH ARLINGTON KIA
Movement that inspires

McGrath KIA
1400 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

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ARCHITECTURE DESIGN
planning - retail - automotive
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Attn: Paul Virgilio

MECH / PLUMB ENGIN:

ELEC ENGIN:

June 13, 2022 – 30% Review

July 21, 2022 – 60% Review

Sept. 09, 2022 – 90% Review/ Bid/ Permit

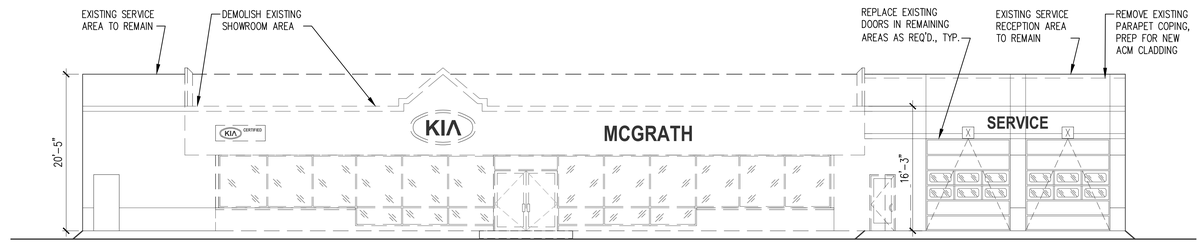
1 Oct. 11, 2022 – Revised per Comments

EXT. ELEVATION

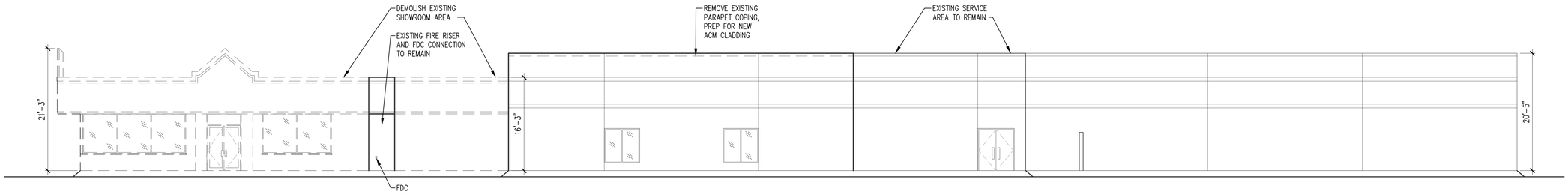
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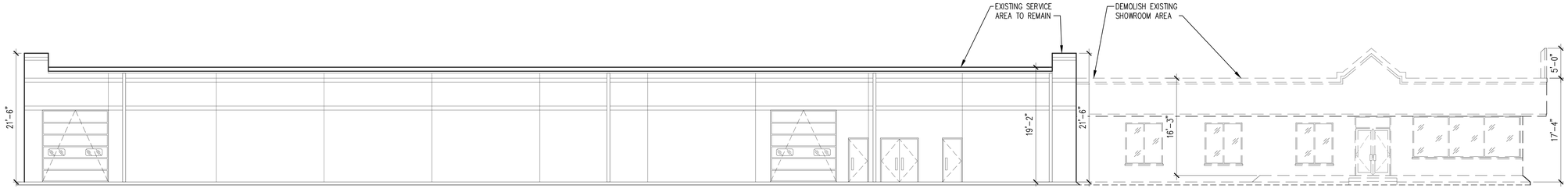
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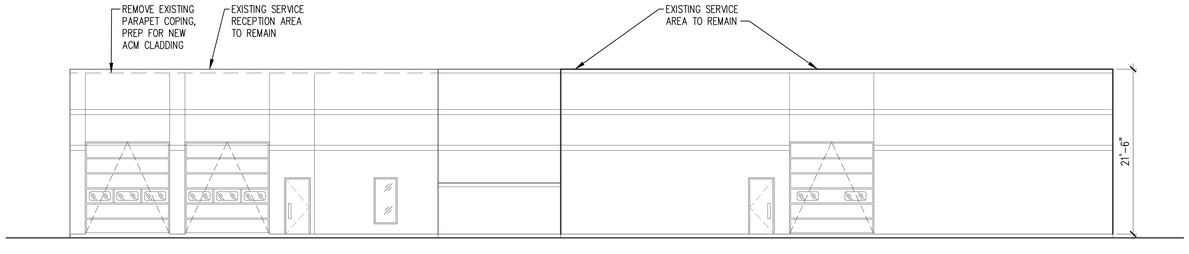
FRONT ELEVATION 1
SCALE: 1/8"



RIGHT ELEVATION 2
SCALE: 1/8"



LEFT ELEVATION 3
SCALE: 1/8"



BACK ELEVATION 4
SCALE: 1/8"

PROJECT:

McGRATH ARLINGTON KIA
Movement that inspires

McGrath KIA
1400 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC
ARCHITECTURE DESIGN
planning - retail - automotive

500 Lake Cook Road, Suite 350
Deerfield, IL 60015

Tel: 847-571-3814
Attn: Simon Yu

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Attn: Paul Virgilio

MECH / PLUMB ENGIN:

ELEC ENGIN:

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DEMO
EXT. ELEVATIONS

A01.03

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GENERAL NOTES

A. THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS IS BEYOND THE SCOPE OF THESE DOCUMENTS.

B. THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS BECAUSE OF JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION, AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.

C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.

D. ALL SIGNAGE IS SHOWN FOR DESIGN INTENT ONLY. APPROVAL SUBJECT TO LOCAL JURISDICTION. CONTACT KIA FOR INFORMATION ON SIGNAGE PROGRAM AND ONSITE SIGNAGE SURVEY.

E. ALL GRAPHICS AND WALL PANELS MAY REQUIRE BLOCKING OR OTHER POSITIVE FORM OF ANCHORAGE. COORDINATE WITH THE GRAPHICS VENDOR PRIOR TO CLOSING ANY WALL CAVITIES. SELECT SIGNS ARE ELECTRIFIED. REVIEW GRAPHICS SECTION OF THIS BOOK TO IDENTIFY WHICH GRAPHICS REQUIRE POWER.

F. BUILDING CONFIGURATION, ROOM SIZES AND SHAPES ARE ALL SHOWN FOR DESIGN INTENT PURPOSES AS A GUIDELINE ONLY. ALL CRITICAL DIMENSIONING SHALL BE PERFORMED BY A LICENSED PROFESSIONAL AS PART OF CONTRACT DOCUMENT PREPARATION.

G. ALL CUSTOMER FACING FURNITURE IS MANDATORY IN THE KIA GALLERY PROTOTYPE. SEE FURNITURE SCHEDULE FOR SPECIFIC INFORMATION ON MANDATORY ITEMS.

H. AIR LEAKAGE OF WINDOWS SHALL BE TESTED BY THE MANUFACTURER PER ENERGY CODE REQUIREMENTS (IECC 402.5.2 TABLE).

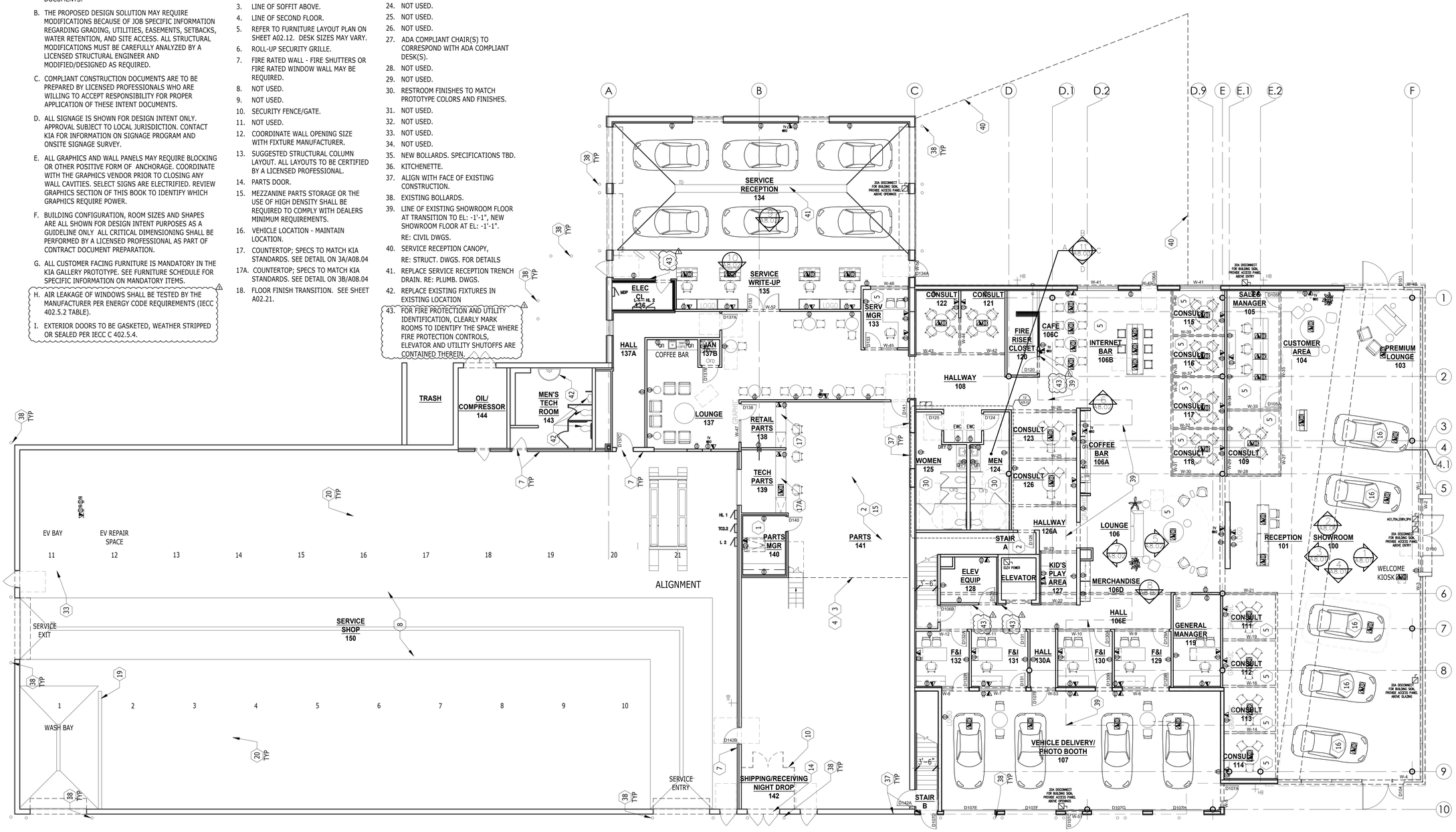
I. EXTERIOR DOORS TO BE GASKETED, WEATHER STRIPPED OR SEALED PER IECC C 402.5.4.

DRAWING NOTES

1. OFFICE FURNISHING LAYOUT BY OWNER. ITEMS CAN BE SELECTED FROM SPECIFIED FURNITURE SYSTEM. REFER TO FURNITURE SCHEDULE ON SHEETS A02.14-15.
2. STORAGE UNITS LAYOUT AND QUANTITY BY OWNER.
3. LINE OF SOFFIT ABOVE.
4. LINE OF SECOND FLOOR.
5. REFER TO FURNITURE LAYOUT PLAN ON SHEET A02.12. DESK SIZES MAY VARY.
6. ROLL-UP SECURITY GRILLE.
7. FIRE RATED WALL - FIRE SHUTTERS OR FIRE RATED WINDOW WALL MAY BE REQUIRED.
8. NOT USED.
9. NOT USED.
10. SECURITY FENCE/GATE.
11. NOT USED.
12. COORDINATE WALL OPENING SIZE WITH FIXTURE MANUFACTURER.
13. SUGGESTED STRUCTURAL COLUMN LAYOUT. ALL LAYOUTS TO BE CERTIFIED BY A LICENSED PROFESSIONAL.
14. PARTS DOOR.
15. MEZZANINE PARTS STORAGE OR THE USE OF HIGH DENSITY SHALL BE REQUIRED TO COMPLY WITH DEALERS MINIMUM REQUIREMENTS.
16. VEHICLE LOCATION - MAINTAIN LOCATION.
17. COUNTERTOP; SPECS TO MATCH KIA STANDARDS. SEE DETAIL ON 3A/A08.04
17A. COUNTERTOP; SPECS TO MATCH KIA STANDARDS. SEE DETAIL ON 3B/A08.04
18. FLOOR FINISH TRANSITION. SEE SHEET A02.21.
19. REFER TO SHEET A02.31 FOR GRAPHIC LOCATIONS.
20. NOT USED.
21. MOP SINK.
22. NOT USED.
23. NOT USED.
24. NOT USED.
25. NOT USED.
26. NOT USED.
27. ADA COMPLIANT CHAIR(S) TO CORRESPOND WITH ADA COMPLIANT DESK(S).
28. NOT USED.
29. NOT USED.
30. RESTROOM FINISHES TO MATCH PROTOTYPE COLORS AND FINISHES.
31. NOT USED.
32. NOT USED.
33. NOT USED.
34. NOT USED.
35. NEW BOLLARDS. SPECIFICATIONS TBD.
36. KITCHENETTE.
37. ALIGN WITH FACE OF EXISTING CONSTRUCTION.
38. EXISTING BOLLARDS.
39. LINE OF EXISTING SHOWROOM FLOOR AT TRANSITION TO EL: -1'-1", NEW SHOWROOM FLOOR AT EL: -1'-1".
    RE: CIVIL DWGS.
40. SERVICE RECEPTION CANOPY,
    RE: STRUCT. DWGS. FOR DETAILS
41. REPLACE SERVICE RECEPTION TRENCH DRAIN. RE: PLUMB. DWGS.
42. REPLACE EXISTING FIXTURES IN EXISTING LOCATION
43. FOR FIRE PROTECTION AND UTILITY IDENTIFICATION, CLEARLY MARK ROOMS TO IDENTIFY THE SPACE WHERE FIRE PROTECTION CONTROLS, ELEVATOR AND UTILITY SHUTOFFS ARE CONTAINED THEREIN.

LEGEND

#	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET



FLOOR PLAN - LEVEL 1
SCALE: 1/8"

PROJECT:

McGRATH ARLINGTON KIA
Movement that inspires

McGrath KIA
1400 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

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MECH / PLUMB ENGIN:

ELEC ENGIN:

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1 Oct. 18, 2022 – Revised per Comments

FLOOR PLAN - L1

A02.01

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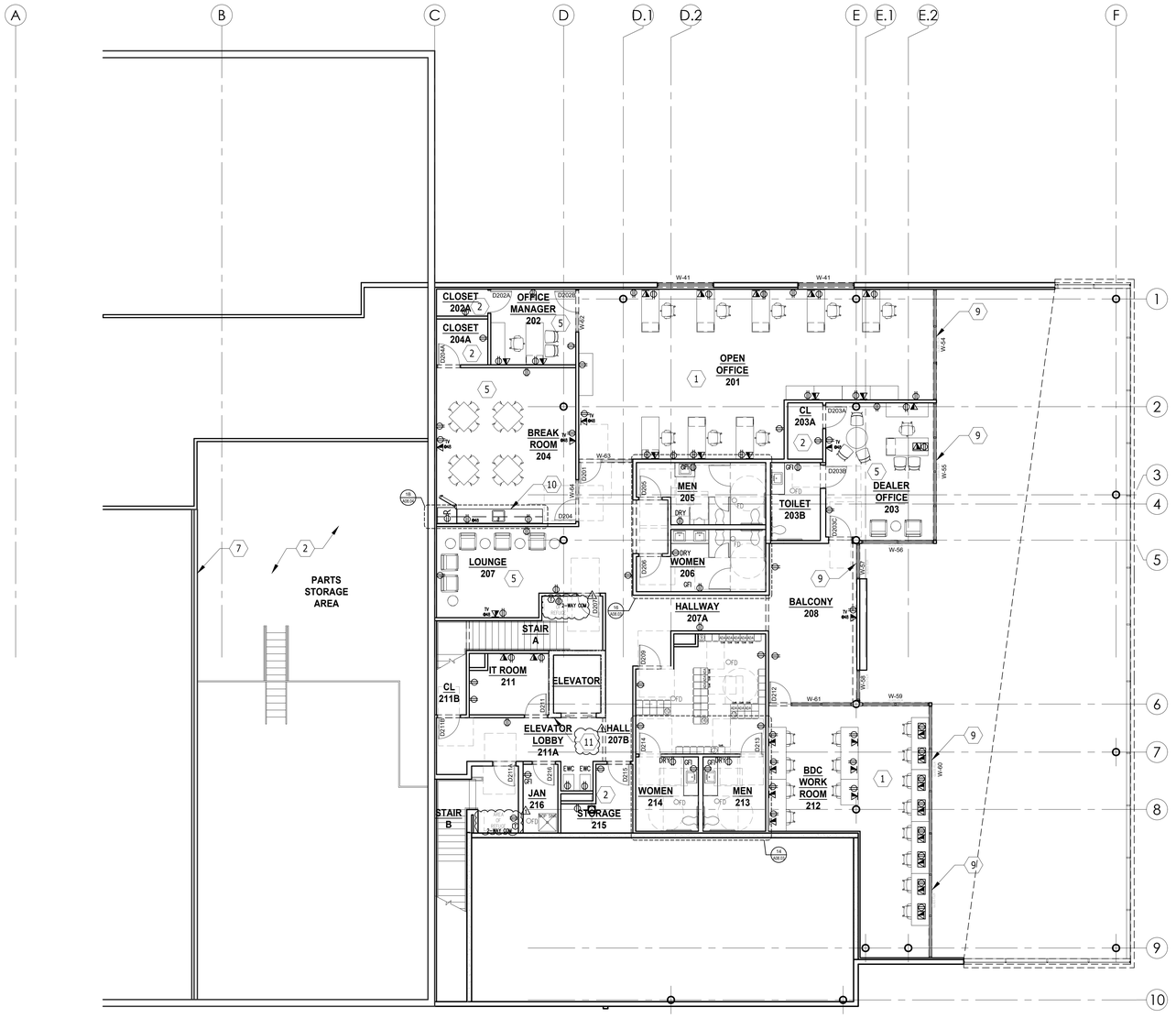
GENERAL NOTES

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B. ALL GRAPHICS AND WALL PANELS MAY REQUIRE BLOCKING OR OTHER POSITIVE FORM OF ANCHORAGE. COORDINATE WITH THE GRAPHICS VENDOR PRIOR TO CLOSING ANY WALL CAVITIES. SELECT SIGNS ARE ELECTRIFIED, REFER TO ELECTRICAL ENGINEERING DRAWINGS.

(#) DRAWING NOTES

1. OFFICE FURNISHING LAYOUT BY OWNER. ITEMS CAN BE SELECTED FROM SPECIFIED FURNITURE SYSTEM. REFER TO FURNITURE SCHEDULE ON SHEETS A02.14-A02.15.
2. STORAGE UNITS LAYOUT AND QUANTITY BY OWNER.
3. LINE OF SOFFIT/HEADER ABOVE.
4. NOT USED
5. REFER TO FURNITURE LAYOUT PLAN ON SHEET A02.13. DESK SIZES MAY VARY.
6. LOCKER LAYOUT BY OWNER.
7. FIRE RATED SEPARATION WALL
8. NOT USED
9. REFER TO SHEET A02.31 FOR GRAPHICS LOCATIONS.
10. KITCHENETTE.
11. FOR FIRE PROTECTION AND UTILITY IDENTIFICATION, CLEARLY MARK ROOMS TO IDENTIFY THE SPACE WHERE FIRE PROTECTION CONTROLS, ELEVATOR AND UTILITY SHUTOFFS ARE CONTAINED THEREIN.



FLOOR PLAN - LEVEL 2
SCALE: 1/8"

PROJECT:

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FLOOR PLAN - L2

A02.02

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Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.

P (708) 588-4055
E WMOJobStart@mwrd.org

SITE IMPROVEMENT PLANS
for
MCGRATH ARLINGTON KIA

1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS 60074

PROJECT NO: 11891

OWNER
McGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS 60074
PHONE: (847) 202-3900

ARCHITECT
SIMON DESIGN GROUP
500 LAKE COOK ROAD, SUITE 350
DEERFIELD, ILLINOIS 60015
PHONE: (847) 572-3002

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY COOK COUNTY
CITY, TOWNSHIP PALATINE, PALATINE TOWNSHIP
SEC. & ¼ SEC. NO. T42N, R10E SEC. 1 NW 1/4
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEET GN FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

DRAINAGE CERTIFICATION

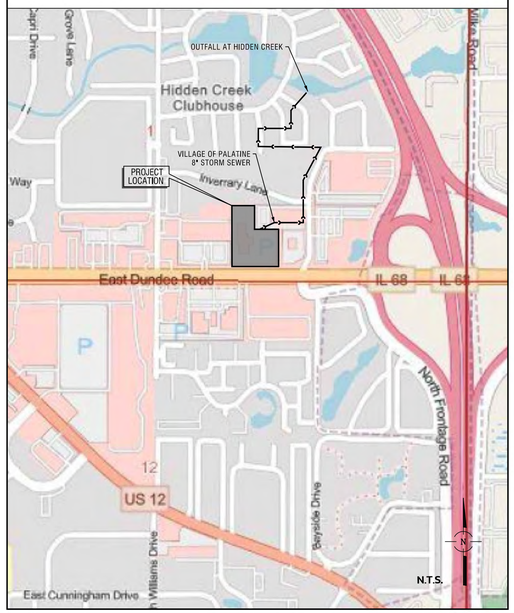
"To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this development or any part thereof, or, that if drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas, or drains approved for use by the City Engineer, and that such surface waters are planned for in accordance with generally accepted engineering practices so as to reduce the likihood of damage to adjoining properties because of the construction of this development. The development shall not adversely increase flood elevations or decrease flood conveyance capacity upstream or downstream the project area."

REGISTERED PROFESSIONAL ENGINEER
MICHAEL MONDUS, P.E.
ILLINOIS REGISTRATION NO.: 062-052057
EXPIRATION DATE: 11/30/2025
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2025

INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	GENERAL NOTES & TYPICAL SECTIONS
3	ET	EXISTING CONDITIONS
4	DEMO	DEMOLITION PLAN
5	GM	GEOMETRIC PLAN
6	GR	GRADING PLAN
7	UT	UTILITY PLAN
8-10	SE1-SE3	SOIL EROSION & SEDIMENT CONTROL
11	S1	SPECIFICATIONS
12	MWRD	MWRD GENERAL NOTES
13	MM	MAINTENANCE & MONITORING PLAN
14-15	ST1-ST2	STORMTRAP UNDERGROUND VAULT DETAILS
16-17	D1-D2	DETAILS

LOCATION MAP/SEWER ROUTING



REVISIONS

ORIGINAL PLAN DATE: SEPTEMBER 20, 2024

#	SHEET #	REMARKS	DATE

GENERAL NOTES

1. REFERENCED CODES

A. ALL PAVEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS; ADOPTED APRIL 1, 2016 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THERETO; AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE.

B. ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS. PUBLISHED JANUARY 2014, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.

C. ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.

D. THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.

2. UTILITY LOCATIONS

A. THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS, IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLAN. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY, FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.

3. UTILITY COORDINATION

A. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.

B. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER.

C. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. AT&T SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES, UNLESS OTHERWISE NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION.

4. NO PLAN SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION". PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES, FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.

6. UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE.

7. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FROM THE OWNER UPON WRITTEN REQUEST.

8. CONTRACTOR SHALL VIDEO TAPE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.

9. COMMENCING CONSTRUCTION

A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. ALL MATERIAL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER.

B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR.

10. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO ADJACENT PROPERTIES.

11. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER AT CONTRACTOR'S COST.

12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

13. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, CULVERTS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.

14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.

16. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.

17. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS.

18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSRBC) ARTICLE 201.05.

19. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.

20. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE OFF-SITE.

21. ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.

22. GENERAL EXCAVATION/UNDERGROUND NOTES

A. SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.

B. PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION. PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN, CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.

C. PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.

D. IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

23. FINAL ACCEPTANCE

A. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.

B. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.

C. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.

D. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

24. UNDERGROUND NOTES

A. UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.

B. WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.

C. ANY DEWATERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DEWATERING. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.

D. TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING IDOT CA-6 GRADATION. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSRBC) SPECIFICATIONS. JETTING WITH WATER SHALL NOT BE PERMITTED. THE COST OF SUCH CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.

E. THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8' (NOMINAL) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VAULTS. THE POST SHALL EXTEND 4' ABOVE THE GROUND. THE TOP 12" OF SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY - RED, WATERMAIN - BLUE, STORM - GREEN.

F. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT REAR YARD INLET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT OF SILTATION WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM.

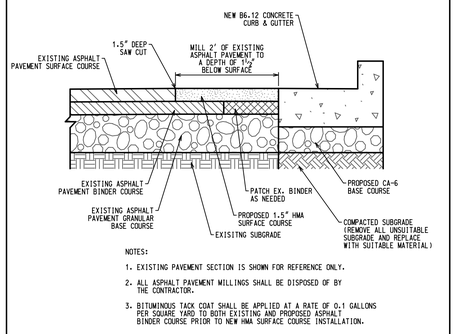
G. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING, OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.

H. ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. (FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)

I. SLEEVES FOR UTILITY (COMED, TELEPHONE, ETC.) STREET CROSSING, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.

J. THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.

25. IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OF OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE": MEANING CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONTRACTOR PROVIDES SAFE ACCESS.



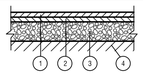
NOTES:

1. EXISTING PAVEMENT SECTION IS SHOWN FOR REFERENCE ONLY.
2. ALL ASPHALT PAVEMENT MILLINGS SHALL BE DISPOSED OF BY THE CONTRACTOR.
3. BITUMINOUS TACK COAT SHALL BE APPLIED AT A RATE OF 0.1 GALLONS PER SQUARE YARD TO BOTH EXISTING AND PROPOSED ASPHALT BINDER COURSE PRIOR TO NEW HMA SURFACE COURSE INSTALLATION.

PAVEMENT PATCHING

AT NEW CURB & GUTTER

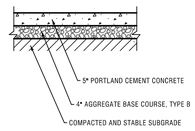
NOT TO SCALE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

1. 1.5" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL SIDEWALK SECTION

N.T.S.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	SANITARY TRUNK SEWER	
W 8"	WATER MAIN (WITH SIZE)	8"
	PIPE TRENCH BACKFILL	
G	GAS MAIN	G
T	TELEPHONE LINES	T
E	ELECTRIC LINE	E
X	FENCE	X
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
680	CONTOUR	680
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	INLET	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	PIPE REDUCER	
	VALVE AND VAULT, VALVE	
	FLARED END SECTION	
	STREET LIGHT	
	UTILITY POLE	
	CONTROL POINT	
	SIGN	
XXX.XX	SPOT ELEVATION	XXX.XX
	SOIL BORING	
	OVERLAND FLOW ROUTE	
	DRAINAGE SLOPE	OR
	GUARDRAIL	
	WATER'S EDGE	
	CONCRETE	
	REVERSE PITCH CURB	
	TREE, FIR TREE, BUSH, & PROPOSED TREE TO REMOVE	

ABBREVIATIONS

M = STORM MANHOLE	I = INVERT OR INLET	T/P = TOP OF PIPE
S = SANITARY MANHOLE	TF = TOP OF FOUNDATION	B/P = BOTTOM OF PIPE
CB = CATCH BASIN	GF = GARAGE FLOOR	WM = WATERMAIN
LP = LIGHT POLE	TC = TOP OF CURB	SAN = SANITARY SEWER
VV = VALVE VAULT	TD = TOP OF DEPRESSED CURB	STM = STORM SEWER
E = END SECTION	TW = TOP OF RETAINING WALL	LO = LOOK OUT
FH = FIRE HYDRANT	BW = BOTTOM OF RETAINING WALL	PLO = PARTIAL LOOK OUT
GR = GRADE RING (HYDRANT)	OP = OUTLET OF PIPE	

PERMITS

DESCRIPTION	LOG NO.	PERMIT NO.	DATE ISSUED
IDNR		2412620	04/03/24
IHPA	013040424		04/25/24
VILLAGE OF PALATINE			
MWRD			
IEPA NOI			

BENCHMARK

SOURCE BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK
DESIGNATION: COO53 1B
PID: AJ2849
DESCRIPTION: STATION IS LOCATED APPROXIMATELY 1.3 MI SOUTHEAST OF PALATINE IN THE VILLAGE LIMITS OF ARLINGTON HEIGHTS IN SECTION 7, T42N, R11E, STATION IS LOCATED IN THE SOUTHEAST CORNER OF THE INTERSECTION OF IL RT 68 AND IL RT 53, 29 FT SOUTH OF THE CENTERLINE OF EASTBOUND RT 68, STATION IS 180 FT NORTH NORTHEAST OF A 12 INCH CEMENT CULVERT, 62 FT EAST OF A PK NAIL IN THE PAVEMENT LOCATED IN NORTHBOUND RT 53, 40.2 FT NORTHEAST OF A PK NAIL IN A DECIDUOUS TREE, 29 FT WEST OF THE CONCRETE DITCH, 12 FT SOUTHEAST OF THE CONCRETE OVERPASS WALL, 11 FT SOUTH OF THE BACK OF CURB OF RT 68, AND 2.0 FT NORTH OF AN ORANGE FIBERGLASS WITNESS POST. NOTE- ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.60 FT BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES.
ELEVATION = 738.25 NAVD88

CONTACT INFORMATION

COMMONWEALTH EDISON
1N423 SWIFT ROAD
LOMBARD, IL, 60148
(630) 691-4857

VILLAGE OF PALATINE
200 E WOOD STREET
PALATINE, IL, 60067
(847) 202-6963

NO.	DATE	REMARKS

NO.	DATE	REMARKS

TYPICAL SECTIONS & GENERAL NOTES

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

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DATE: 09/20/24
JOB NO. 11891
SHEET GN
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Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)



LEGEND

- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- W — W — WATER MAIN
- G — G — GAS MAIN
- T — T — UNDERGROUND TELEPHONE LINE
- E — E — UNDERGROUND ELECTRIC LINE
- CATV — UNDERGROUND CATV LINE
- OH — OH — OVERHEAD WIRE(S) ON UTILITY POLES
- FO — FO — FIBER OPTIC LINE
- RAILROAD
- FENCE
- GUARDRAIL
- EDGE OF WATER
- WETLAND LIMITS
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- INLET
- FLARED END SECTION
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE UPRIGHT
- ELECTRIC UPRIGHT
- CABLE TV UPRIGHT
- FIRE HYDRANT
- VALVE AND VAULT
- WATER VALVE
- B BOX
- AUXIARY VALVE
- WELL
- GAS VALVE
- HAND HOLE
- STREET LIGHT
- UTILITY POLE
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL BOX
- SPRINKLER HEAD
- BOLLARD
- MAILBOX
- SIGN
- UNIDENTIFIED MANHOLE
- 680 — CONTOUR
- × 999.99 — SPOT ELEVATION
- RIGHT-OF-WAY MONUMENT
- DISC
- IRON / STEEL ROD
- IRON PIPE
- CUT CROSS
- PK / MAG NAIL
- RAILROAD SPIKE
- SOIL BORING
- TREE WITH SIZE
- FIR TREE WITH SIZE
- BUSH
- ASPHALT
- CONCRETE
- GRAVEL

NOTE:

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

LAST DATE OF FIELD WORK: DECEMBER 8, 2021

SOURCE BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK
DESIGNATION: COOS3 1B
PID: AJ2849
DESCRIPTION: STATION IS LOCATED APPROXIMATELY 1.3 MI SOUTHEAST OF PALATINE IN THE VILLAGE LIMITS OF ARLINGTON HEIGHTS IN SECTION 7, T42N, R11E. STATION IS LOCATED IN THE SOUTHEAST CORNER OF THE INTERSECTION OF IL RT 68 AND IL RT 53, 29 FT SOUTH OF THE CENTERLINE OF EASTBOUND RT 68. STATION IS 180 FT NORTH NORTHEAST OF A 12 INCH CEMENT CULVERT, 62 FT EAST OF A PK NAIL IN THE PAVEMENT LOCATED IN NORTHBOUND RT 53, 40.2 FT NORTHEAST OF A PK NAIL IN A DECIDUOUS TREE, 29 FT WEST OF THE CONCRETE DITCH, 12 FT SOUTHEAST OF THE CONCRETE OVERPASS WALL, 11 FT SOUTH OF THE BACK OF CURB OF RT 68, AND 2.0 FT NORTH OF AN ORANGE FIBERGLASS WITNESS POST. NOTE- ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.60 FT BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES.
ELEVATION = 738.25 NAVD88

NO.	DATE	REMARKS

NO.	DATE	REMARKS

EXISTING CONDITIONS

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

FILENAME: 11891ET.DGN

DATE: 09/20/24

JOB NO. 11891

SHEET ET 3 OF 17

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Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

N

SCALE 1" = 30'

0 30 60

LEGEND

- PAVEMENT SAWCUT (FULL DEPTH)
- CURB AND GUTTER TO BE REMOVED
- BUILDING/CONCRETE SIDEWALK REMOVAL
- PAVEMENT REMOVAL (FULL DEPTH)
- REMOVE STRUCTURE/LIGHT POLE/SIGN
- UNDERGROUND UTILITY REMOVAL

NO.	DATE	REMARKS

NO.	DATE	REMARKS

DEMOLITION PLAN

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

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SHEET **DEMO** 4 OF 17

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PARKING COUNT	
CUSTOMER PARKING STALLS =	23
SERVICE PARKING STALLS =	28
INVENTORY/DISPLAY PARKING STALLS =	202
ADA PARKING STALLS =	3
TOTAL PARKING STALLS =	256

N

SCALE 1" = 30'

0 30 60

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB, PROPERTY LINE, OR BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE PITCH OUT UNLESS OTHERWISE NOTED.
3. SEE SHEET GN FOR PAVEMENT AND SIDEWALK SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE 4" YELLOW PAINT.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDING EXPANSION, NEW LIGHT POLE LOCATIONS, AND SIGN LOCATION.

LEGEND

- CONCRETE SIDEWALK
- CONCRETE SIDEWALK HANDICAP RAMP
- B6.12 CURB & GUTTER PITCH-OUT
- B6.12 CURB & GUTTER PITCH-IN
- DEPRESSED CURB & GUTTER
- GRIND & OVERLAY EX. ASPHALT PAVEMENT (2' MIN. AROUND NEW CURB & GUTTER)
- NEW ASPHALT PAVEMENT
- NEW LIGHT POLE LOCATION (SEE ARCHITECTURAL PLAN)

SIGN LEGEND:

1 RESERVED PARKING $250 FINE VAN ACCESSIBLE R7-8

2 STOP R1-1 30" x 30"

NOTE: 1/2 INDICATES SIGN 1 MOUNTED ABOVE SIGN 2

KENNEDY DRIVE

IL ROUTE 68 (E DUNDEE ROAD)

NO.	DATE	REMARKS

NO.	DATE	REMARKS

GEOMETRIC PLAN

MCGRATH ARLINGTON KIA

PALATINE, ILLINOIS

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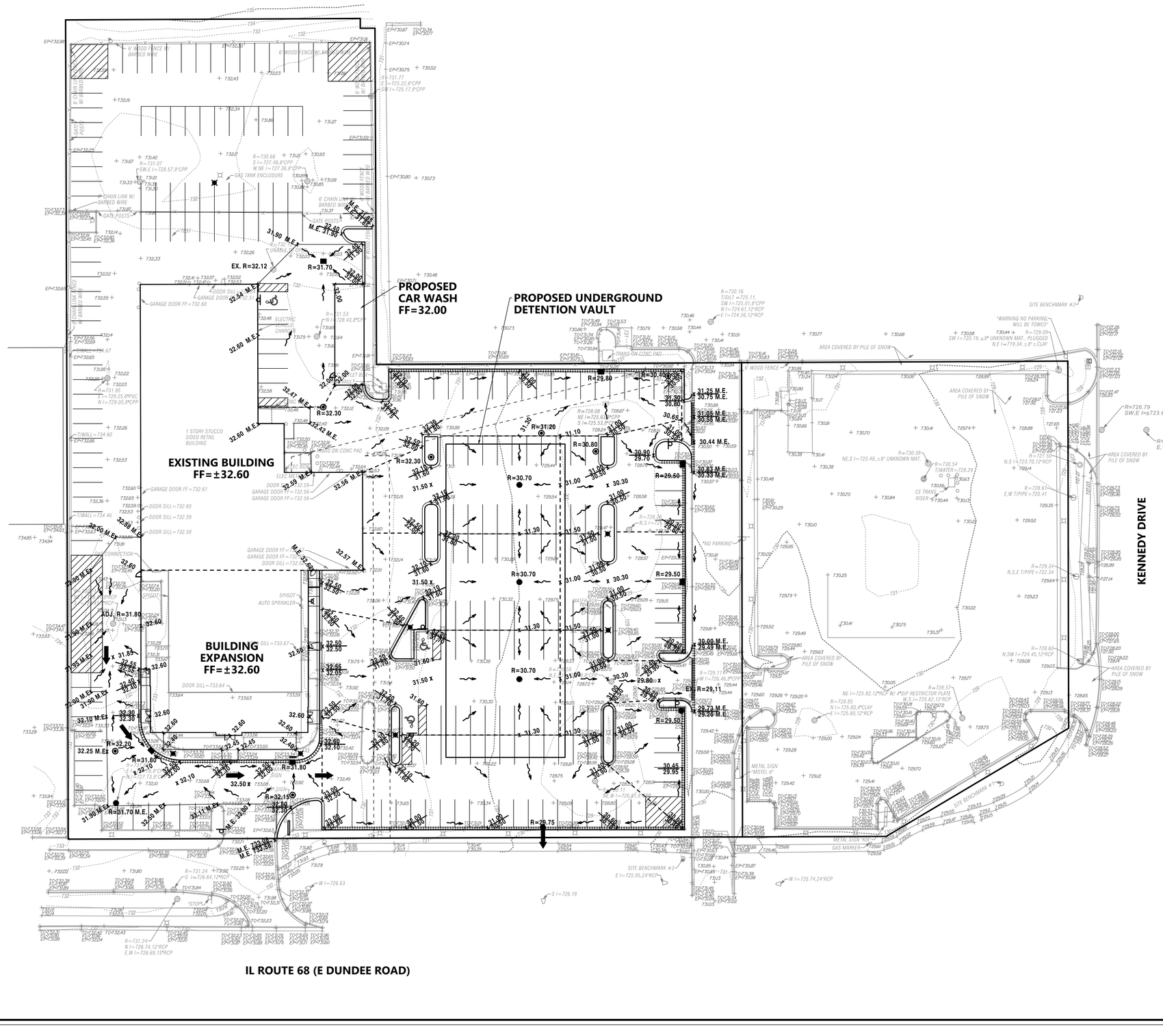
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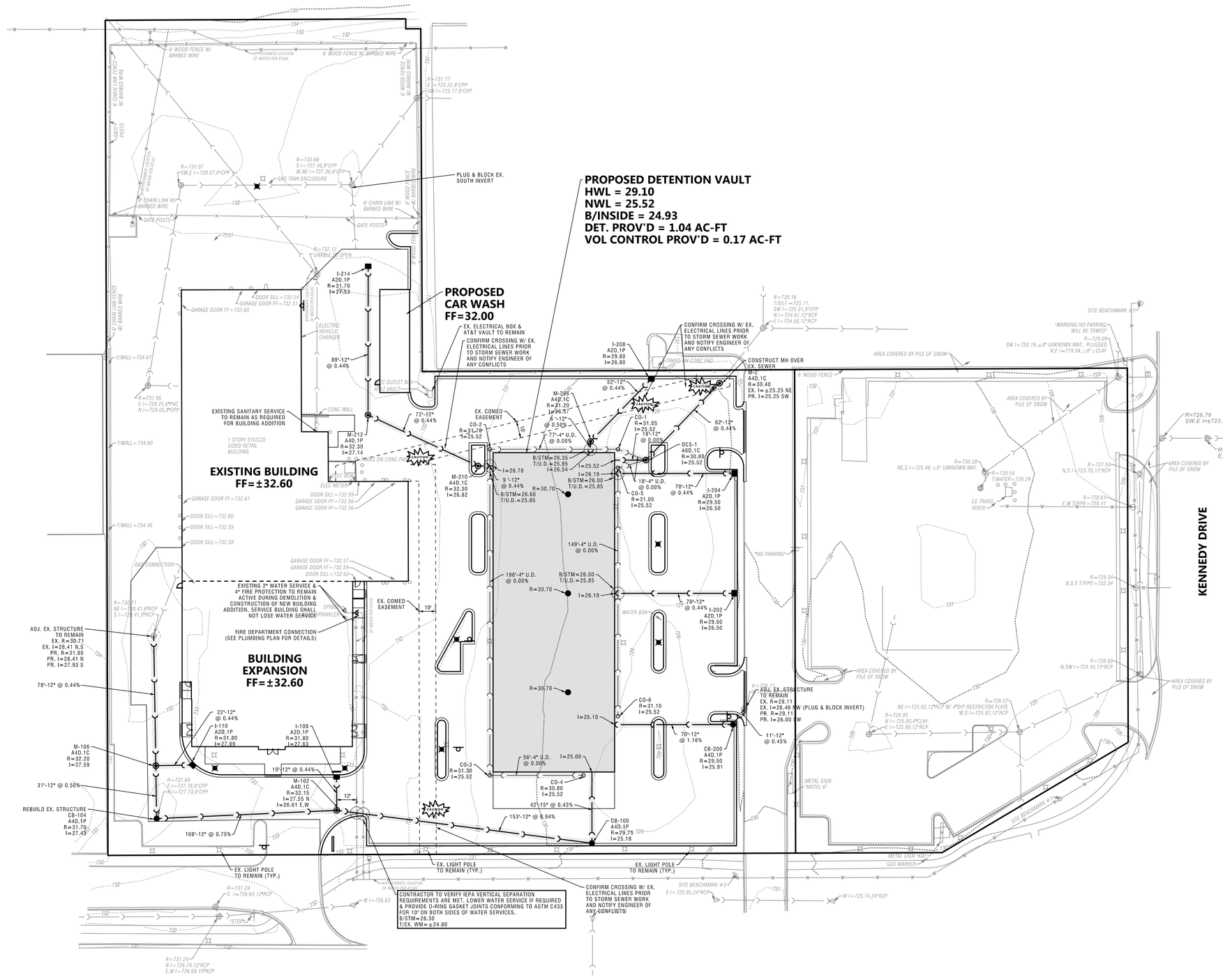
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PROPOSED CAR WASH FF=32.00
PROPOSED UNDERGROUND DETENTION VAULT
EXISTING BUILDING FF=±32.60
BUILDING EXPANSION FF=±32.60
KENNEDY DRIVE
IL ROUTE 68 (E DUNDEE ROAD)
EX. R=32.12
EX. R=29.11
1 STORY STUCCO SIDED RETAIL BUILDING
6' WOOD FENCE W/ BARBED WIRE
6' CHAIN LINK W/ BARBED WIRE
GAS TANK ENCLOSURE
AREA COVERED BY PILE OF SNOW
SITE BENCHMARK #2
SITE BENCHMARK #3
METAL SIGN "MOTEL 6"
METAL SIGN "KIA"
*NO PARKING
*WARNING NO PARKING WILL BE TOWED
*DIP RESTRICTOR PLATE
GARAGE DOOR FF=732.60
GARAGE DOOR FF=732.61
GARAGE DOOR FF=732.56
DOOR SILL=732.60
DOOR SILL=732.59
DOOR SILL=732.58
DOOR SILL=733.64
DOOR SILL=733.67
SPIGOT
AUTO SPRINKLER
TRANS ON CONC PAD
ELEC MH
ELEC MH
ELEC MH



STORM STRUCTURE LEGEND

- STRUCTURE ABBREVIATION
- STRUCTURE NUMBER

M-100

A4D.1P

- FRAME AND LID TYPE
- DIAMETER & SIZE OF STRUCTURE
- TYPE OF STRUCTURE

STORM STRUCTURE ABBREVIATIONS

I = INLET
CB = CATCH BASIN
M = MANHOLE
OCS = OUTLET CONTROL STRUCTURE
CO = CLEANOUT
U.D. = UNDERDRAIN
UTILITY CROSSING

LEGEND

- STORM SEWER
- STORM STRUCTURE
- LIGHT POLE

NOTES:

1. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
2. INDICATES TRENCH BACKFILL REQUIRED.
3. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES
   1C - MANHOLE-NEENAH R-2504-C FRAME WITH TYPE "B" CLOSED LID
   1P - INLET, CATCH BASIN-NEENAH R-2504-C WITH TYPE "G" GRATE
4. DESIGN OF WIRING AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.
5. ALL STORM SEWERS SIZED FOR 100-YR STORM EVENT EXCEPT FOR SYS-100.
6. LIGHT POLES SHOWN FOR REFERENCE ONLY. SEE ARCHITECTURAL PLANS FOR LIGHT POLE LOCATIONS.

NO.	DATE	REMARKS

NO.	DATE	REMARKS

UTILITY PLAN

MCGRATH ARLINGTON KIA
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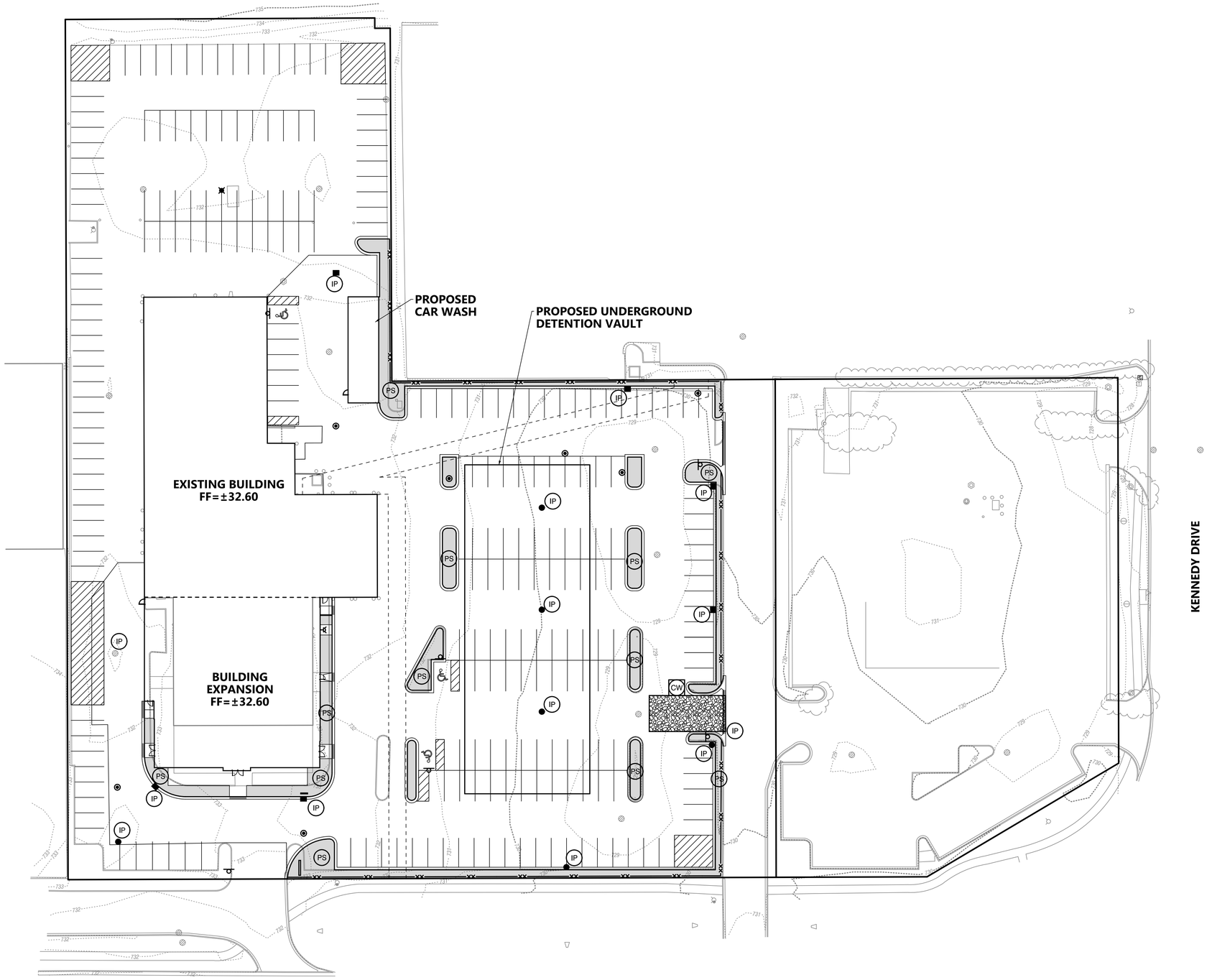
FILENAME: 11891UT.DGN

DATE: 09/20/24

JOB NO. 11891

SHEET UT
7 OF 17

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)



N

SCALE 1" = 30'

0 30 60

SYMBOL LEGEND

- STABILIZED CONSTRUCTION ENTRANCE
- SILT FENCE
- IP — INLET PROTECTION
- PS — PERMANENT SEEDING
- EROSION CONTROL BLANKET
- CW — CONCRETE WASHOUT

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SOIL EROSION & SEDIMENT CONTROL PLAN – 3

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11891SE03.DGN

DATE: 09/20/24

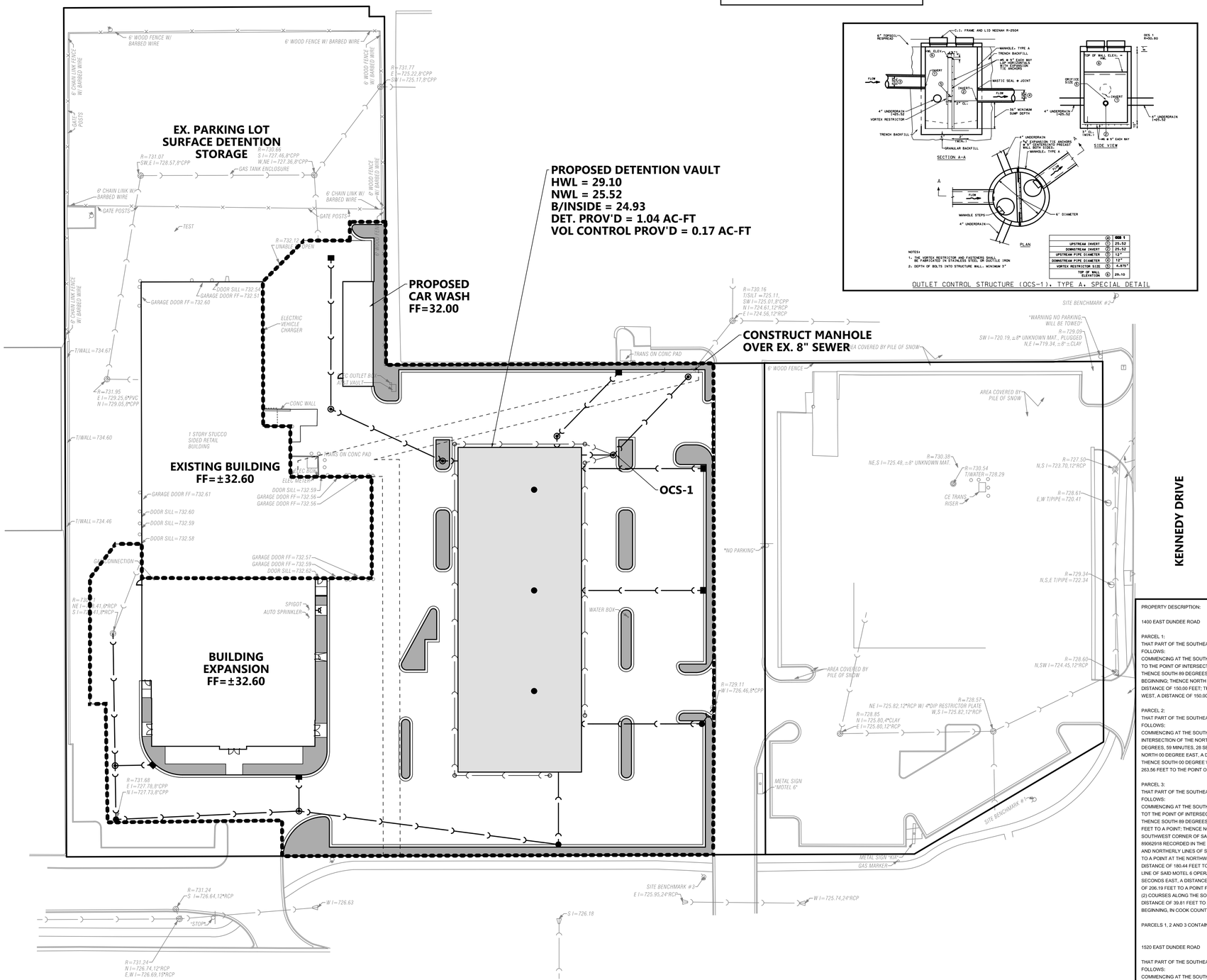
JOB NO. 11891

SHEET SE3

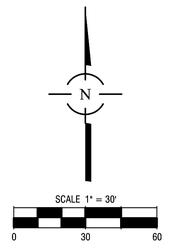
10 OF 17

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

DETENTION SUMMARY	VOLUME CONTROL SUMMARY
DETAINED AREA: PROVIDED IN VAULT B/INSIDE=24.93 NWL (OUTLET)=25.52 HWL=29.10 DETENTION VOLUME REQUIRED= 0.98 AC-FT DETENTION VOLUME PROVIDED= 1.04 AC-FT	DETAINED AREA: PROVIDED IN VAULT BELOW OUTLET VOLUME CONTROL REQUIRED= 0.162 AC-FT VOLUME CONTROL PROVIDED= 0.172 AC-FT



		OCS 1
UPSTREAM INVERT	①	25.52
DOWNSTREAM INVERT	②	25.52
UPSTREAM PIPE DIAMETER	③	12"
DOWNSTREAM PIPE DIAMETER	④	12"
VORTEX RESTRICTOR SIZE	⑤	4.875"
TOP OF WALL ELEVATION	⑥	29.10



LEGEND

- IMPERVIOUS AREA
- PERVIOUS AREA
- DEVELOPMENT AREA
- UNDERGROUND VAULT

SITE AREA SUMMARY	
TOTAL CONTIGUOUS OWNERSHIP AREA	= 4.93 AC.
TOTAL DEVELOPMENT AREA	= 2.11 AC.
DETAINED AREA	= 2.11 AC.
IMPERVIOUS AREA	= 1.94 AC.
PERVIOUS AREA	= 0.17 AC.
CURVE NUMBERS	
CN	= 96.0

PIN's

02-01-400-104-0000
02-01-400-106-0000
02-01-400-027-0000

PROPERTY DESCRIPTION:

1400 EAST DUNDEE ROAD

PARCEL 1:
THAT PART OF THE SOUTHEAST ¼OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH ¼CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT OF WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 646.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.3 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 03 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 00 DEGREE WEST, A DISTANCE OF 290.68 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHEAST ¼OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THRID PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH ¼CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 98.85 FEET TO THE NORTH POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT OF WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 796.19 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.68 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST, A DISTANCE OF 263.49 FEET; THENCE SOUTH 00 DEGREE WEST, A DISTANCE OF 291.09 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 263.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THAT PART OF THE SOUTHEAST ¼OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED ASS FOLLOWS:
COMMENCING AT THE SOUTH ¼CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 98.85 FEET TOT THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 AND THE RIGHT-OF-WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF DUNDEE ROAD, A DISTANCE OF 646.19 FEET TO A POINT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 290.30 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO MOTEL 6 OPERATING L.P. BY SIXPENCE INN OF PALATINE PER DOCUMENT NUMBER 89092918 RECORDED IN THE COOK COUNTY RECORDERS OFFICE, STATE OF ILLINOIS; THENCE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND NORTHERLY LINES OF SAID TRACT CONVEYED TO MOTEL 6 L.P.; NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 212.19 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID MOTEL OPERATING L.P. TRACT; NORTH 89 DEGREES, 54 MINUTES, 03 SECONDS EAST, A DISTANCE OF 180.44 FEET TO A POINT FOR A CORNER; THENCE SOUTH 00 DEGREE, 05 MINUTES, 57 SECONDS EAST DEPARTING THE NORTHERLY LINE OF SAID MOTEL 6 OPERATING L.P. TRACT, A DISTANCE OF 6.00 FEET TO A POINT FOR A CORNER; THENCE NORTH 89 DEGREES, 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 9.00 FEET TO A POINT FOR A CORNER; THENCE SOUTH 00 DEGREE, 05 MINUTES, 57 SECONDS EAST, A DISTANCE OF 206.19 FEET TO A POINT FOR A CORNER, LYING ON THE SOUTHERLY LINE OF SAUD MOTEL 6 OPERATING L.P. TRACT; THEN THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY LINE OF SAID MOTEL 6 OPERATING L.P. TRACT: SOUTH 89 DEGREES, 53 MINUTES, 50 SECONDS WEST, A DISTANCE OF 39.81 FEET TO A POINT; SOUTH 89 DEGREES, 54 MINUTES, 03 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCELS 1, 2 AND 3 CONTAINING 160,240 SQUARE FEET OR 3.678 ACRES MORE OR LESS.

1520 EAST DUNDEE ROAD

THAT PART OF THE SOUTHEAST ¼OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 AND THE NORTH RIGHT OF WAY OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE 1069.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST; A DISTANCE OF 291.09 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 44 SECONDS WEST, A DISTANCE OF 130.11 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 28 SECONDS WEST, A DISTANCE OF 88.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 54,474 SQUARE FEET OR 1.250 ACRES MORE OR LESS.

NO.	DATE	REMARKS

NO.	DATE	REMARKS

MAINTENANCE & MONITORING PLAN

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11891MM.DGN

DATE: 09/20/24

JOB NO. 11891

SHEET MM 13 OF 17

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StormTrap
MODULAR CONCRETE STORMWATER MANAGEMENT

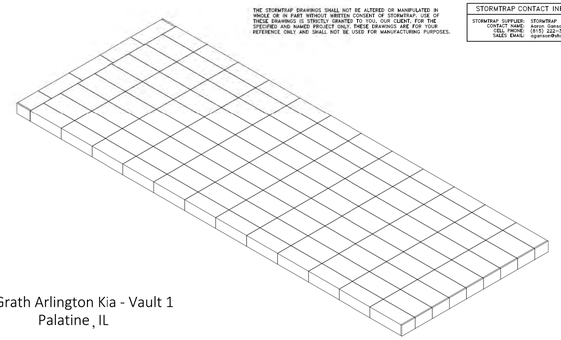
SHEET INDEX

PAGE	DESCRIPTION
0.0	COVER SHEET
1.0	GENERAL NOTES
1.1	SINGLETRAP DESIGN CRITERIA
2.0	SINGLETRAP SYSTEM LAYOUT
2.1	SINGLETRAP FOUNDATION LAYOUT
3.0	SINGLETRAP INSTALLATION SPECIFICATION
3.1	SINGLETRAP INSTALLATION SPECIFICATION
4.0	SINGLETRAP BACKFILL SPECIFICATION
5.0	PIPE/ACCESS OPENING SPECIFICATION
6.0	SINGLETRAP MODULE TYPES

STORMTRAP CONTACT INFORMATION

STORMTRAP SUPPLIER: STORMTRAP
CONTACT NAME: Aaron Dennis
PHONE NUMBER: (615) 422-0081
SALES EMAIL: supportus@stormtrap.com

THE STORMTRAP DRAWINGS SHALL NOT BE ALTERED OR MANIPULATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF STORMTRAP. USE OF THESE DRAWINGS IS STRICTLY GRANTED TO YOU, OUR CLIENT, FOR THE SPECIFIED AND NAMED PROJECT ONLY. THESE DRAWINGS ARE FOR YOUR REFERENCE ONLY AND SHALL NOT BE USED FOR MANUFACTURING PURPOSES.



McGrath Arlington Kia - Vault 1
Palatine , IL

StormTrap
1327 WHEDNAH PARKWAY
ROMEOVILLE, IL 60446
P:815-941-4549 / F:331-318-5347

ENGINEER INFORMATION:
Spaceco, Inc.
9575 W Higgins Rd
Suite 700
Rosemont, IL 60018
847.696.4060

PROJECT INFORMATION:
McGrath Arlington Kia
Palatine, IL

CURRENT ISSUE DATE: 09/19/2024

ISSUED FOR: PRELIMINARY

REV.	DATE:	ISSUED FOR:	DWN BY:
3	09/19/2024	PRELIMINARY	KS
2	09/13/2024	PRELIMINARY	KS
1	09/27/2024	PRELIMINARY	KS

SCALE: NTS

SHEET TITLE: COVER SHEET

SHEET NUMBER: 0.0

GENERAL NOTES:

1. STRUCTURE PROXIMITY LOADING DISCLAIMER:
   STORMTRAP MODULES AND FOUNDATION ARE NOT DESIGNED TO ACCEPT ANY ADDITIONAL LOADING FROM ANY NEARBY STRUCTURES NEXT TO OR OVER THE TOP OF STORMTRAP. EXAMPLES OF NEARBY STRUCTURES MAY INCLUDE BUT ARE NOT LIMITED TO BUILDINGS, FOUNDATION ELEMENTS, RETAINING WALLS, LIGHT POLES, BOLLARDS, SIGNPOSTS, FENCES. ADDITIONALLY, STORMTRAP IS NOT RESPONSIBLE FOR INSTALLATION CONFLICTS ARISING FROM ANY OF THESE NEARBY STRUCTURES. IF ADDITIONAL LOADING CONSIDERATIONS ARE REQUIRED FOR STRUCTURAL DESIGN OF STORMTRAP, PLEASE CONTACT STORMTRAP IMMEDIATELY. FOR LIGHT POLES SHOWN OVER THE TOP OF THE SYSTEM, STORMTRAP WILL PROVIDE A 5'-0" LATERAL DISTANCE CAVITY AROUND THE LIGHT POLE TO ACCOMMODATE IT. THE EOR TO TAKE RESPONSIBILITY FOR ENSURING THE LIGHT POLE IS NOT IMPACTING ANY LOADING ON THE STORMTRAP MODULES AND FOUNDATION.
2. TREE LOADING DISCLAIMER:
   THE NUMBER OF TREES OR WEIGHT OF TOTAL PLANT MATERIAL PRESENT ON TOP OF A SINGLE STORMTRAP MODULE SHALL NOT EXCEED 19,000 LBS. THE REQUIREMENTS LISTED HERE APPLY AT BOTH THE TIME OF INSTALLATION AND FOR THE LIFE OF THE TREES AND PLANTS IN QUESTION. THE EOR AND LANDSCAPE ARCHITECT ARE RESPONSIBLE FOR ENSURING THAT TREE AND OTHER PLANT ROOTS DO NOT INTERFERE WITH OR COMPROMISE THE FUNCTIONAL AND STRUCTURAL INTEGRITY OF STORMTRAP'S UNDERGROUND MODULES. APPROPRIATE MEASURES SHOULD BE TAKEN TO PREVENT ROOT GROWTH INTO THE STORMTRAP SYSTEM FROM ADJACENT OR OVERHEAD TREES. FURTHERMORE, THE ROOTS OF THE TREES MUST BE CONTAINED TO PREVENT FUTURE DAMAGE TO THE STORMTRAP SYSTEM. STORMTRAP ACCEPTS NO LIABILITY FOR DAMAGES CAUSED BY TREES OR OTHER VEGETATION PLACED AROUND OR ON TOP OF THE SYSTEM.
3. PRE-TREATMENT/SEDIMENT/FILTER CHAMBER DISCLAIMER:
   FOR SYSTEMS CONTAINING PRE-TREATMENT, SEDIMENTATION AND/OR FILTER CHAMBERS; IF REQUIRED TO BE SEALED TO PREVENT SAND AND/OR PRE-TREATED WATER FROM MIGRATING INTO ADJOINING MODULES, IT IS THE SOLE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT THOSE MODULES ARE SEALED.
4. OUTLET CONTROL STRUCTURE DISCLAIMER (IF SHOWN ON THESE PLANS):
   IF A WATERTIGHT SOLUTION IS REQUIRED FOR AN OUTLET CONTROL STRUCTURE, ALL EXTERIOR COLD JOINTS, INCLUDING JOINT BETWEEN TOP AND BASE MODULES, BETWEEN TOP AND BASE OF ADJOINING SYMONS WALLS, AND JOINTS BETWEEN MODULE AND ADJACENT END PANELS WILL BE THE SOLE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO PROVIDE AND INSTALL THE WATERTIGHT APPLICATION PER THE EOR'S SPECIFICATION.

STRUCTURAL DESIGN LOADING CRITERIA

LIVE LOADING: AASHTO MS-20 HIGHWAY LOADING
GROUND WATER TABLE: @ ELEV 23.00'
SOIL BEARING PRESSURE:3000PSF
SOIL DENSITY:120 PCF
EQUIVALENT UNSATURATED
LATERAL ACTIVE EARTH PRESSURE:35 PSF / FT.
EQUIVALENT SATURATED
LATERAL ACTIVE EARTH PRESSURE:80 PSF/FT. (OF WATER TABLE PRESENT)
APPLICABLE CODES: ASTM C857
ACI-318
BACKFILL TYPE:SEE SHEET 4.0 FOR BACKFILL OPTIONS

STORMTRAP SYSTEM INFORMATION

UNIT NEARROW: 4'-0" SINGLETRAP
TOTAL STORAGE PROV: 52,916.13 CUBIC FEET

SITE SPECIFIC DESIGN CRITERIA

1. STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND, AUTHORIZED OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/ OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
2. COVER RANGE: MIN. 1.10' MAX. 4.07'. CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE @ ELEV 22.00' IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.

VCBMP VOLUME CALCULATION

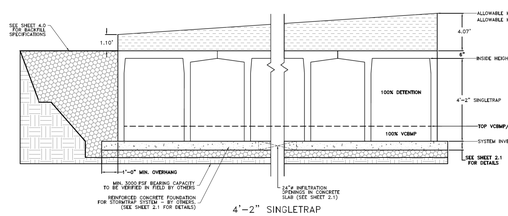
-TOTAL VCBMP STORAGE REQUIRED = 7,405.00 CUBIC FEET
-VCBMP STORAGE PROVIDED = 7,488.93 CUBIC FEET
(ELEV 23.52' = ELEV 24.93', 100% IN SYSTEM)

DETENTION VOLUME CALCULATION

-TOTAL WATER STORAGE REQUIRED = 44,887.00 CUBIC FEET
-WATER STORAGE PROVIDED = 45,429.20 CUBIC FEET
(ELEV 28.10' = ELEV 25.52', 100% IN SYSTEM)

SEASONAL HIGH WATER TABLE

-SWHT = _____ (ELEVATION)
**TO BE VERIFIED BY OTHERS
-VCBMP BOTTOM TO SWHT = _____ (DISTANCE)
-AMOUNT OF WATER SOIL ABOVE SWHT = _____ (DISTANCE)



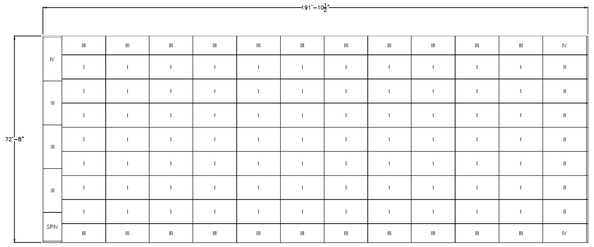
4'-2" SINGLETRAP

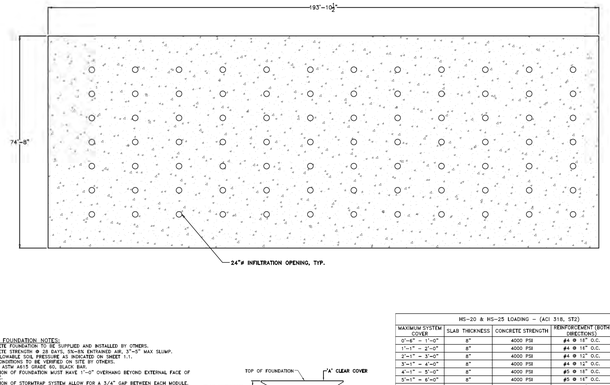
BILL OF MATERIALS

QTY	UNIT TYPE	DESCRIPTION	WEIGHT
132	I	4'-2" SINGLETRAP	14484
7	II	4'-2" SINGLETRAP	16855
25	III	4'-2" SINGLETRAP	14358
5	IV	4'-2" SINGLETRAP	15283
-	V8	4'-2" SINGLETRAP	-
-	V8-1	4'-2" SINGLETRAP	-
-	V8-2	4'-2" SINGLETRAP	-
-	V8-3	4'-2" SINGLETRAP	-
-	V8-4	4'-2" SINGLETRAP	-
-	SPIII	4'-2" SINGLETRAP	-
1	SPIV	4'-2" SINGLETRAP	VARIES
1	T2 PANEL 5" THICK PANEL		2346
4	T4 PANEL 5" THICK PANEL		2319
-	T7 PANEL 5" THICK PANEL		-
32	JOINTWRAP (150' PER ROLL)		
40	JOINTAPE (14.5' PER ROLL)		
	TOTAL PIECES = 173		
	TOTAL PANELS = 5		
	HEAVIEST PICK WEIGHT = 16,855		

DESIGN CRITERIA
ALLOWABLE MAX GRADE = 33.67'
ALLOWABLE MIN GRADE = 30.70'
INSIDE HEIGHT ELEVATION = 29.10'
SYSTEM INVERT = 24.93'

NOTES:
1. DIMENSIONING OF STORMTRAP SYSTEM SHOWN BELOW ALLOW FOR A 3/4" GAP BETWEEN EACH MODULE.
2. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD BY OTHERS.
3. SEE SHEET 3.0 FOR INSTALLATION SPECIFICATIONS.
4. SP = INDICATES A MODULE WITH MODIFICATIONS.
5. P = INDICATES A MODULE WITH A PANEL ATTACHMENT.
6. CONTRACTORS RESPONSIBILITY TO ENSURE CONSISTENCY/ACCURACY TO FINAL ENGINEER OF RECORD PLAN SET.
7. BE AWARE FOR STORMTRAP TO GENERATE APPROVAL DRAWINGS, CIVIL ENGINEERING DRAWINGS MUST BE PROVIDED TO STORMTRAP AND CONFIRMED AS ALL PIPE INVERTS, WATER QUALITY STRUCTURES, INVERTS, RIM ELEVATIONS AND SLOPES. IN ADDITION, FINAL GRADING PLANS SHALL ALSO INCLUDE MINIMUM AND MAXIMUM GRADES OVER THE TOP OF THE STORMTRAP SYSTEM.





MS-20 & MS-25 LOADING - (ACI 318, ST2)

MAXIMUM SYSTEM COVER	SLAB THICKNESS	CONCRETE STRENGTH	REINFORCEMENT (BOTH DIRECTIONS)	'A' CLEAR COVER
0'-6" ~ 1'-0"	8"	4000 PSI	#4 @ 18" O.C.	3.5"
1'-1" ~ 2'-0"	8"	4000 PSI	#4 @ 15" O.C.	3.5"
2'-1" ~ 3'-0"	8"	4000 PSI	#4 @ 12" O.C.	3.5"
3'-1" ~ 4'-0"	8"	4000 PSI	#4 @ 12" O.C.	3.5"
4'-1" ~ 5'-0"	8"	4000 PSI	#5 @ 18" O.C.	3.375"
5'-1" ~ 6'-0"	8"	4000 PSI	#5 @ 15" O.C.	3.375"
6'-1" ~ 7'-0"	8"	4000 PSI	#5 @ 12" O.C.	3.375"
7'-1" ~ 8'-0"	9"	4000 PSI	#5 @ 12" O.C.	3.875"
8'-1" ~ 9'-0"	9"	4000 PSI	#5 @ 12" O.C.	3.875"
9'-1" ~ 10'-0"	9"	4000 PSI	#5 @ 12" O.C.	3.875"

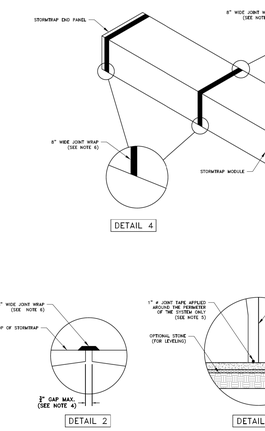
CONCRETE FOUNDATION NOTES:
1. CONCRETE FOUNDATION TO BE SUPPLIED AND INSTALLED BY OTHERS.
2. CONCRETE STRENGTH @ 28 DAYS, 'fc=4ksi ENTRAINED AIR, 3"~5" MAX SLUMP.
3. NET ALLOWABLE SOIL PRESSURE AS INDICATED ON SHEET 1.1'.
4. SOIL BEARING CAPACITY TO BE VERIFIED BY OTHERS.
5. REBAR: ASTM A615 GRADE 60, BLACK BAR.
6. DIMENSION OF FOUNDATION MUST HAVE 1'-0" OVERHANG BEYOND EXTERNAL FACE OF MODULE.
7. DIMENSION OF STORMTRAP SYSTEM ALLOW FOR A 3/4" GAP BETWEEN EACH MODULE.
8. SEE SHEET 2.1 FOR FOUNDATION DETAILS AND NOTES.
9. SEE SHEET 3.0 FOR INSTALLATION SPECIFICATIONS.



STORMTRAP FOUNDATION DETAIL

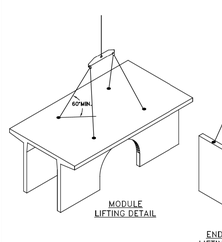
STORMTRAP INSTALLATION SPECIFICATION

1. STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C891 (STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES), THE FOLLOWING ADDITIONS AND/OR EXCEPTIONS ARE PROVIDED FOR EMPHASIS. THE MENTION OF THESE ITEMS DOES NOT PRECLUDE THE INSTALLING CONTRACTOR FROM FOLLOWING ASTM C891 IN ITS ENTIRETY AND IMPLEMENTING ALL APPROPRIATE MEASURES. THE INSTALLING CONTRACTOR OWNS AND IS RESPONSIBLE FOR THE STORMTRAP SYSTEM UPON REMOVAL OF THE MODULES FROM THE TRUCK AT THE JOB SITE. THE INSTALLING CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SYSTEM UNTIL IT IS FULLY BACKFILLED, AND WHEN FINAL FINISHED GRADES ARE REACHED, THE CONTRACTOR IS RESPONSIBLE FOR ANY COUNTERMEASURES NECESSARY TO RESIST UPLIFT/BUOYANCY BEFORE FINAL CONSTRUCTION IS ACHIEVED.
2. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT PROPER/ADEQUATE EQUIPMENT IS USED TO SET/INSTALL THE MODULES.
3. STORMTRAP MODULES SHALL BE PLACED ON A LEVEL CONCRETE FOUNDATION (SEE SHEET 2.1) WITH A 1'-0" OVERHANG ON ALL SIDES. THE SYSTEM SHALL BE PLACED IN PLACE BY INSTALLING CONTRACTOR, A QUALIFIED RIGGER SHALL BE USED TO LIFT AND SET MODULES. IF SOIL CONDITIONS ARE DIFFERENT THAN EXISTING SOIL CONDITIONS TO ENSURE THAT THE SOIL BEARING PRESSURE NEXT TO EXCEEDS THE STRUCTURAL DESIGN LOADING CRITERIA AS SPECIFIED ON SHEET 1.1.
4. THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED 3". (SEE DETAIL 2). IF THE SPACE EXCEEDS 3", THE MODULES SHALL BE RESET WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO BRING THE SPACE INTO SPECIFICATION.
5. THE PERIMETER HORIZONTAL JOINT BETWEEN THE STORMTRAP MODULES AND THE CONCRETE FOUNDATION SHALL BE SEALED TO THE FOUNDATION WITH PREFORMED MASTIC JOINT SEALER ACCORDING TO ASTM C891, 8.8 AND 8.12 (SEE DETAIL 1). THE MASTIC JOINT TAPE DOES NOT PROVIDE A WATERTIGHT SEAL.
6. ALL EXTERIOR ROOF AND EXTERIOR VERTICAL WALL JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH 6" WIDE PRE-FORMED, COLD-APPLIED, SELF-ADHERING ELASTOMERIC RESIN, BONDED TO A WOVEN, HIGHLY PUNCTURE RESISTANT POLYMER WRAP, CONFORMING TO ASTM C891 AND SHALL BE INTEGRATED WITH PRIMER SEALANT AS APPROVED BY STORMTRAP (SEE DETAILS 2, 3, & 4). THE JOINT WRAP DOES NOT PROVIDE A WATERTIGHT SEAL. THE SOLE PURPOSE OF THE JOINT WRAP IS TO PROVIDE A SLIT AND SOIL TIGHT SYSTEM. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS:
   6.1. USE A BROOM OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE JOINT WRAP IS TO BE APPLIED.
   6.2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) AROUND THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
7. IF THE CONTRACTOR NEEDS TO CANCEL ANY SHIPMENTS, THEY MUST DO SO 48 HOURS PRIOR TO THEIR SCHEDULED ARRIVAL AT THE JOB SITE. IF CANCELED AFTER THAT TIME, PLEASE CONTACT THE PROJECT MANAGER.
8. IF THE STORMTRAP MODULE(S) IS DAMAGED IN ANY WAY DURING, OR AFTER INSTALL, STORMTRAP MUST BE CONTACTED IMMEDIATELY AT 1-866-786-7872. DAMAGED MODULES MAY NEED TO BE REPAIRED OR MAY NEED TO BE REPLACED. IF ANY MODULE ARRIVES AT THE JOBSITE DAMAGED DO NOT UNLOAD BY; CONTACT STORMTRAP IMMEDIATELY. ANY DAMAGE NOT REPORTED BEFORE THE TRUCK IS UNLOADED WILL BE THE CONTRACTOR'S RESPONSIBILITY.
9. STORMTRAP MODULES CANNOT BE ALTERED IN ANY WAY AFTER MANUFACTURING WITHOUT WRITTEN CONSENT FROM STORMTRAP.



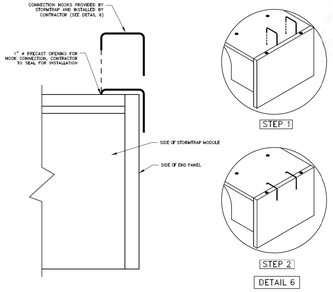
STORMTRAP MODULE LIFTING SPECIFICATION

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL (4) CHAINS/CABLES ARE SECURED PROPERLY TO THE LIFTING ANCHORS AND IN EQUAL TENSION WHEN LIFTING THE STORMTRAP MODULE.
2. MINIMUM 7'-0" CHAIN/CABLE LENGTH TO BE USED TO LIFT STORMTRAP MODULES (SUPPLIED BY CONTRACTOR).
3. CONTRACTOR TO ENSURE MINIMUM LIFTING ANGLE IS 60° FROM TOP SURFACE OF STORMTRAP MODULE. SEE DETAIL.
4. IT IS UNDERSTOOD AND AGREED THAT AT ALL TIMES DURING WHICH HOISTING AND RIGGING EQUIPMENT IS BEING SUPPLIED TO THE PURCHASER, OPERATOR OF SUCH EQUIPMENT SHALL BE IN CHARGE OF HIS ENTIRE EQUIPMENT AND SHALL AT ALL TIMES BE THE JUDGE OF THE SAFETY AND PROPERTY OF ANY SUGGESTION TO HIM FROM THE SELLER, ITS AGENTS OR EMPLOYEES, PURCHASER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM ALL LOSS, CLAIMS, DEMANDS OR CAUSES OF ACTION, WHICH MAY ARISE FROM THE EXISTENCE OR OPERATION OF SAID EQUIPMENT.



END PANEL ERECTION/INSTALLATION SPECIFICATION

1. END PANELS WILL BE SUPPLIED TO CLOSE OFF OPEN ENDS OF ROWS.
2. PANELS SHALL BE INSTALLED IN A TILT UP FASHION DIRECTLY ADJACENT TO OPEN END OF MODULE (REFER TO SHEET 2.0 FOR END PANEL LOCATIONS).
3. CONNECTION HOOKS WILL BE SUPPLIED WITH END PANELS TO SECURELY CONNECT PANEL TO ADJACENT STORMTRAP MODULE (SEE PANEL CONNECTION ELEVATION VIEW).
4. ONCE CONNECTION HOOK IS ATTACHED, LIFTING CLUTCHES MAY BE REMOVED.
5. JOINT WRAP SHALL BE PLACED AROUND PERIMETER JOINT PANEL (SEE SHEET 3.0).



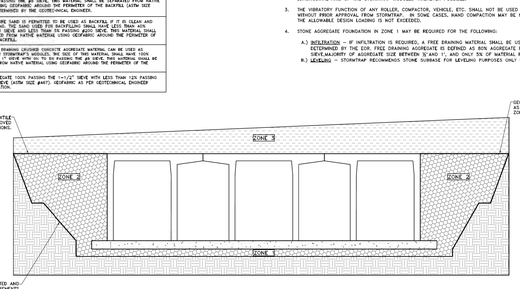
PANEL CONNECTION ELEVATION VIEW

ZONE CHART

ZONES	ZONE DESCRIPTIONS	REMARKS
ZONE 1	FOUNDATION AGGREGATE	#3 (3") STONE ANGULAR AGGREGATE (SEE NOTE 4)
ZONE 2	BACKFILL	IMPROVED SOILS CLASSIFICATION (GW, GP, SW, SP) OR SEE BELOW FOR APPROVED BACKFILL OPTIONS
ZONE 3	FINAL COVER OVERTOP	MATERIALS NOT TO EXCEED 120 PCF

APPROVED ZONE 2 BACKFILL OPTIONS

OPTION	REMARKS
6" STONE AGGREGATE	THE STONE AGGREGATE SHALL CONSIST OF CLEAN AND FREE DRAINING ANGULAR MATERIAL. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 1" SIEVE WITH 20 TO 5% PASSING THE #8 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIALS USING GEOFABRIC AROUND THE PERIMETER OF THE STONE BACKFILL (ASTM #57) AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
SAND	IMPORTED FINER SAND IS PERMITTED TO BE USED AS BACKFILL IF IT IS CLEAN AND FREE DRAINING. THE USED FOR BACKFILLING SHALL HAVE LESS THAN 10% PASSING #40 SIEVE AND LESS THAN 3% PASSING #200 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE STONE BACKFILL.
CRUSHED CONCRETE AGGREGATE	CLEAN, FREE DRAINING CRUSHED CONCRETE AGGREGATE MATERIAL CAN BE USED AS BACKFILL FOR STORMTRAP'S MODULES. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 1" SIEVE WITH 0% TO 5% PASSING THE #8 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE BACKFILL.
ROAD RACK	STONE AGGREGATE 100% PASSING THE 1"~1/2" SIEVE WITH LESS THAN 12% PASSING THE #200 SIEVE (ASTM 1822 #467). SEPARATE AS PER GEOTECHNICAL ENGINEER RECOMMENDATION.



BACKFILL DETAIL

STORMTRAP ZONE INSTALLATION SPECIFICATION/PROCEDURE

1. THE FILL PLACED AROUND THE STORMTRAP MODULES MUST BE DEPOSITED ON BOTH SIDES AT THE SAME TIME AND TO APPROXIMATELY THE SAME ELEVATION. THE FILL MUST BE PLACED IN LAYERS NOT TO EXCEED 9" IN THICKNESS. AT NO TIME SHALL THE DIFFERENCE IN FILL ON THE OPPOSITE SIDE BACKFILL SHALL EITHER BE COMPACTED AND/OR VIBRATED TO ENSURE THAT BACKFILL AGGREGATE/STONE MATERIAL IS WELL SEATED AND PROPERLY INTER LOCKED. CARE SHALL BE TAKEN TO PREVENT ANY WEDGING ACTION AGAINST THE STRUCTURE, AND ALL SLOPES WITHIN THE AREA TO BE BACKFILLED MUST BE STEPPED OR SERRATED TO PREVENT WEDGING ACTION. CARE SHALL ALSO BE TAKEN AS NOT TO DISRUPT THE JOINT SEALANT BETWEEN THE MODULES AND THE FOUNDATION. THE INSTALLING CONTRACTOR SHALL REFER TO THE BACKFILL CHART ON THIS PAGE FOR APPROVED BACKFILL OPTIONS. IF NATIVE EARTH IS SUGGESTED TO BE USED IN ADDITION, CONFIRM WITH GEOTECHNICAL ENGINEER AND PROVIDE PROTECTION AS REQUIRED (PROVIDED BY OTHERS). ALL MODULES MUST BE SET AND ALL SIDES MUST BE FILLED BACKFILLED BEFORE TRAVEL OVERTOP THE SYSTEM IS PERMITTED. SEE NOTE 2 FOR EXCEPTIONS AND LIMITATIONS.
2. THE FILL PLACED OVERTOP THE SYSTEM SHALL BE PLACED IN MINIMUM 6" LIFTS. AT NO TIME SHALL MACHINERY OF VEHICLES GREATER THAN THE DESIGN LIVE LOAD LISTED ON SHEET 1.0 TRAVEL OVERTOP THE SYSTEM. IF TRAVEL OVER THE SYSTEM OCCURS BEFORE THE MINIMUM DESIGN COVER IS ACHIEVED, IT MAY BE NECESSARY TO REDUCE THE ULTIMATE LOAD/BURDEN OF THE OPERATING MACHINERY SO AS TO NOT EXCEED THE DESIGN CAPACITY OF THE SYSTEM. THE CONTRACTOR SHALL REFER TO THE DESIGN LOADING CRITERIA TO ENSURE THAT THE SYSTEM SHALL TRAVEL PARALLEL TO THE LONGITUDINAL AXIS OF THE STORMTRAP MODULES WHENEVER POSSIBLE.
3. THE VIBRATORY FUNCTION OF ANY ROLLER, COMPACTOR, VEHICLE, ETC. SHALL NOT BE USED OVERTOP THE SYSTEM WITHOUT PRIOR APPROVAL FROM STORMTRAP. IN SOME CASES, HAND COMPACTION MAY BE NECESSARY TO ENSURE THAT THE ALLOWABLE DESIGN LOADING IS NOT EXCEEDED.
4. STONE AGGREGATE FOUNDATION IN ZONE 1 MAY BE REQUIRED FOR THE FOLLOWING:
   A.) INFILTRATION — IF INFILTRATION IS REQUIRED, A FREE DRAINING MATERIAL SHALL BE USED AT A DEPTH DETERMINED BY THE EOR. FREE DRAINING AGGREGATE IS DEFINED AS BON AGGREGATE RETAINED ON 3/ SIEVE/UNIFORITY OF AGGREGATE SIZE BETWEEN 'd' AND 1', AND ONLY 5% OF MATERIAL PASSING #16/8" SIEVE.
   B.) LEVELING — STORMTRAP RECOMMENDS STONE SUBBASE FOR LEVELING PURPOSES ONLY (OPTIONAL).

ACCESS OPENING SPECIFICATION

1. A TYPICAL ACCESS OPENING FOR THE STORMTRAP SYSTEM ARE 2'-0" IN DIAMETER. ACCESS OPENINGS LARGER THAN 4'-0" IN DIAMETER NEED TO BE APPROVED BY STORMTRAP. ALL OPENINGS MUST RETAIN AT LEAST 2'-0" OF CLEARANCE FROM THE END OF THE STORMTRAP MODULE UNLESS NOTED OTHERWISE. ALL ACCESS OPENINGS TO BE LOCATED ON INSIDE LEG UNLESS OTHERWISE SPECIFIED. SEE SHEET 2.0 FOR SIZES AND LOCATIONS.
2. UNLESS OTHERWISE SPECIFIED, PLASTIC COATED STEEL STEPS PRODUCED BY M.A. INDUSTRIES PART #PS3-PFS (OR APPROVED EQUAL (SEE STEP DETAIL)) ARE PROVIDED BEFORE ANY ACCESS OPENING IS MADE. STEPS ARE TO BE INSTALLED FLUSH TO INSIDE WALL OF THE STORMTRAP MODULES. ALL ENDING STEPS SHALL BE PLACED AT A DISTANCE BETWEEN 10" MIN AND 14" MAX BETWEEN THEM. STEPS MAY BE MOVED OR ALTERED TO AVOID OPENINGS OR OTHER IRREGULARITIES IN THE MODULE.
3. STORMTRAP LIFTING INSERTS MAY BE RELOCATED TO AVOID INTERFERENCE WITH ACCESS OPENING OR THE CENTER OF GRAVITY OF THE MODULE AS NEEDED.
4. STORMTRAP ACCESS OPENINGS MAY BE RELOCATED TO AVOID INTERFERENCE WITH INLET AND/OR OUTLET PIPE OPENINGS SO PLACEMENT OF STEPS IS ATTAINABLE.
5. ACCESS OPENING SHOULD BE LOCATED IN ORDER TO MEET THE APPROPRIATE MUNICIPAL REQUIREMENTS. STORMTRAP RECOMMENDS AT LEAST TWO ACCESS OPENINGS PER SYSTEM FOR ACCESS AND INSPECTION.
6. USE PRECAST ACCESSING RINGS AS NEEDED TO MEET GRADE. STORMTRAP RECOMMENDS FOR EVERY OVER 2' TO USE PRECAST BARREL OR CONE SECTIONS. (PROVIDED BY OTHERS)

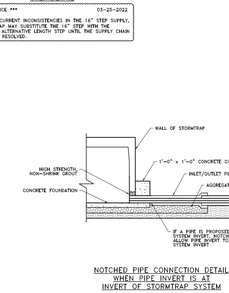
PIPE OPENING SPECIFICATION

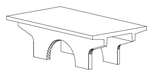
1. MINIMUM EDGE DISTANCE FOR AN OPENING ON THE OUTSIDE WALL SHALL BE NO LESS THAN 1'-0".
2. CONNECTING PIPES MAY BE INSTALLED WITH A 1'-0" CONCRETE COLLAR AND AN AGGREGATE CRADLE (AS REQUIRED) FOR AT LEAST ONE PIPE LENGTH (SEE PIPE CONNECTION DETAIL). A STRUCTURAL GRADE CONCRETE OR HIGH STRENGTH, NON-SHRINK GROUT WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI MAY BE USED.
3. THE ANNULAR SPACE BETWEEN THE PIPE AND THE HOLE SHALL BE FILLED WITH HIGH STRENGTH NON-SHRINK GROUT.

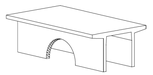
PIPE INSTALLATION INSTRUCTIONS

1. CLEAN AND LIGHTLY LUBRICATE ALL OF THE PIPE TO BE INSERTED INTO STORMTRAP.
2. IF PIPE IS CUT, CARE SHOULD BE TAKEN TO ALLOW NO SHARP EDGES. BEVEL AND LUBRICATE LEAD END OF PIPE.
3. ALIGN CENTER OF PIPE TO CORRECT ELEVATION AND INSERT INTO OPENING.

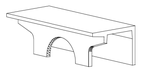
NOTE: ALL ANCILLARY PRODUCTS/SPECIFICATIONS RECOMMENDED AND SHOWN ON THIS SHEET INCLUDING BUT NOT LIMITED TO CONCRETE COLLARS, AGGREGATE CRADLES, GRADE RINGS, RISER SECTIONS, ETC., ARE RECOMMENDATIONS ONLY AND SUBJECT TO CHANGE PER THE INSTALLING CONTRACTOR AND/OR PER LOCAL MUNICIPAL CODE/REQUIREMENTS.

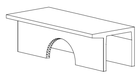

WALL OF STORMTRAP
1'-0" x 1'-0" CONCRETE COLLAR (AS REQUIRED)
HIGH STRENGTH, NON-SHRINK GROUT
CONCRETE FOUNDATION
INLET/OUTLET PIP


TYPE I


TYPE II


TYPE II END PANEL


TYPE III


TYPE IV


TYPE IV END PANEL

NOTES:
1. OPENING LOCATIONS AND SHAPES MAY VARY.
2. SP – INDICATES A MODULE WITH MODIFICATIONS.
3. P – INDICATES A MODULE WITH A PANEL ATTACHMENT.
4. POCKET WINDOW OPENINGS ARE OPTIONAL.

StormTrap
1227 WHEATLAND PARKWAY
ROSEMELLE, IL 60048
P:(815)-941-4540 F:(331)-338-1547

ENGINEER INFORMATION:
Spaceco, Inc.
9575 W Higgins Rd
Suite 700
Rosemont, IL 60018
847.696.4060

PROJECT INFORMATION:
McGrath Arlington Kia
Palatine, IL

CURRENT ISSUE DATE:
09/19/2024

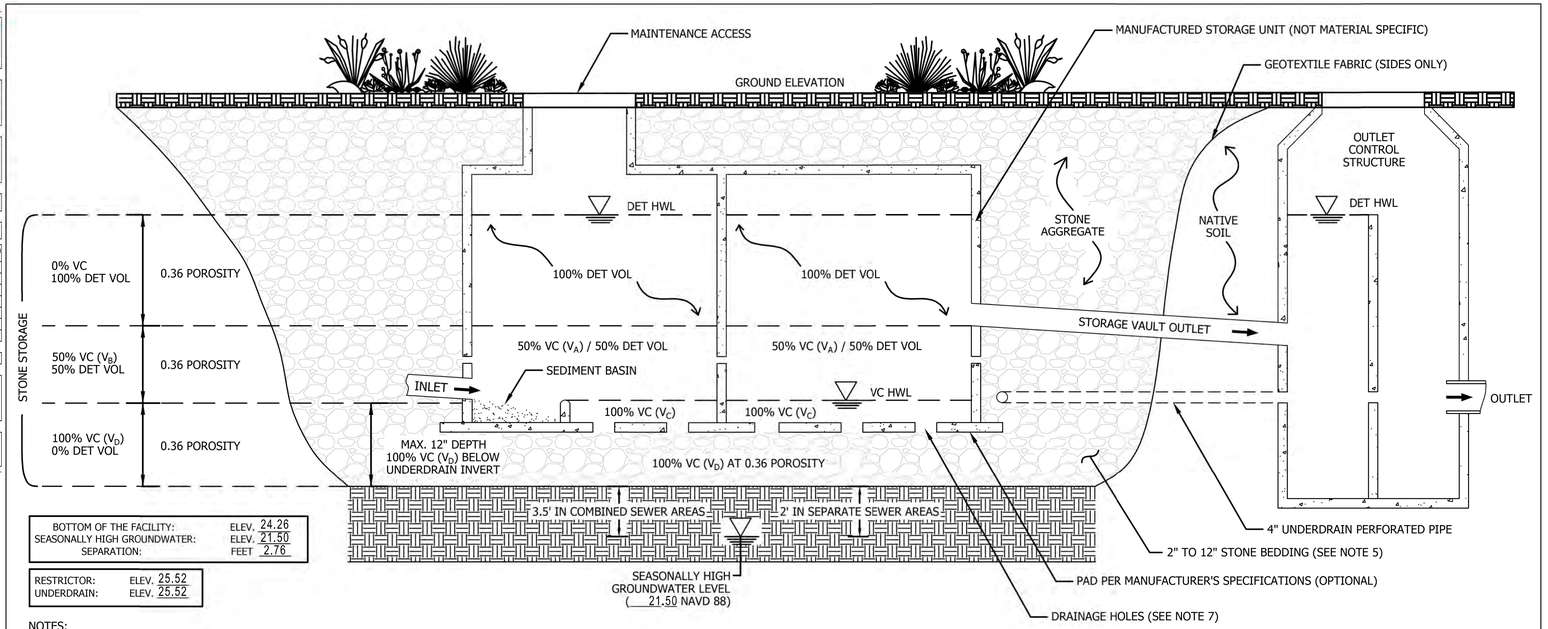
ISSUED FOR:
PRELIMINARY

REV.	DATE:	ISSUED FOR:	INITIALS
3	09/19/2024	PRELIMINARY	KS
2	09/13/2024	PRELIMINARY	KS
1	09/27/2024	PRELIMINARY	KS

SCALE:
NTS

SHEET TITLE:
SINGLETRAP MODULE TYPES

SHEET NUMBER:
6.0



BOTTOM OF THE FACILITY:	ELEV.	24.26
SEASONALLY HIGH GROUNDWATER:	ELEV.	21.50
SEPARATION:	FEET	2.76

RESTRICTOR:	ELEV.	25.52
UNDERDRAIN:	ELEV.	25.52

NOTES:

1. THE PERIMETER OF THE VOLUME CONTROL FACILITY SHALL MAINTAIN THE MINIMUM HORIZONTAL SEPARATION DISTANCE OF: 10-FEET FROM FOUNDATIONS, UNLESS WATERPROOFED; 20-FEET FROM ROADWAY GRAVEL SHOULDER; AND 100-FEET FROM POTABLE WATER WELLS, SEPTIC TANKS/FIELDS, OR OTHER UNDERGROUND TANKS.
2. SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED WITHIN THE VOLUME CONTROL FACILITY. SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED BELOW THE FOOTPRINT OF THE VOLUME CONTROL FACILITY. WHEN LOCAL CONDITIONS PREVENT THE SEWER FROM BEING LOCATED OUTSIDE THE FOOTPRINT OF THE FACILITY THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN QUALITY STANDARDS, AND IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
3. MINIMUM DISTANCE OF 2 FEET (3.5 FEET IN COMBINED SEWER AREAS) BETWEEN BOTTOM OF THE VOLUME CONTROL FACILITY AND SEASONALLY HIGH GROUNDWATER LEVEL.
4. STONE STORAGE OPTIONS ARE IDOT CA-1, IDOT CA-3, IDOT CA-7, OR APPROVED ALTERNATE. NO RECYCLED MATERIALS.
5. UNDERDRAINS ARE REQUIRED IN TYPICAL CLAYEY SOILS WHERE INFILTRATION RATES ARE LESS THAN 0.5 INCH/HOUR. NO MORE THAN 1 UNDERDRAIN EVERY 30 FEET ON CENTER. MINIMUM UNDERDRAIN BEDDING OF 2 INCHES, MAXIMUM OF 12 INCHES.
6. APPROPRIATE MAINTENANCE ACCESS SHALL BE PROVIDED TO ENSURE THAT EACH SEGMENT OF THE SYSTEM IS ACCESSIBLE BY A VACUUM, JET HOSE, OR A TELEVISING DEVICE. ACCESS IS RECOMMENDED NEAR ALL ENTRY/EXIT POINT FOR SEDIMENT REMOVAL. EGRESS RUNGS SHALL BE PROVIDED FOR SYSTEMS DEEPER THAN 42-INCHES.
7. DRAINAGE OPENINGS SHOULD COVER AT LEAST 3% OF THE PAD'S FOOTPRINT. DESIGNER / MANUFACTURER RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OF THE MANUFACTURED STORAGE UNIT.
8. COMBINED SEWER AREAS REQUIRE BACKFLOW PREVENTER.
9. AVOID COMPACTION OF NATIVE SOILS WITHIN THE VOLUME CONTROL FOOTPRINT TO MAXIMIZE INFILTRATION.

VOLUME CONTROL SUMMARY

VOLUME TYPE	DEPTH	POROSITY	STORAGE VOLUME	VOLUME PROVIDED
V_A : VAULT STORAGE (BELOW THE OUTLET)	N/A	1.00	1.00 X 0.50 X V_A	
V_B : COARSE AGGREGATE (ABOVE U.D. INVERT)	N/A	0.36	0.50 X 0.36 X V_B	
V_C : VAULT STORAGE (BELOW U.D. INVERT)	0.59'	1.00	1.00 X V_C	0.172 AC-FT
V_D: COARSE AGGREGATE (BELOW U.D. INVERT)	N/A	0.36	0.36 X V_D	
* VOLUME INTENDED FOR DETENTION NOT INCLUDED *			TOTAL	0.172 AC-FT

NOT TO SCALE

	TECHNICAL GUIDANCE MANUAL	10/2/2018
	UNDERGROUND VAULT VOLUME CONTROL/DETENTION TYPICAL DETAIL	STD. DWG. NO.XX
		PAGE NO.XX

NO. DATE REMARKS

NO. DATE REMARKS

STORMTRAP UNDERGROUND VAULT DETAILS – 2

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

Attachment: Kia ROA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia ROA)

Space
Civil Engineering
Rosemont, IL – Morris, IL -
spacecoinc.com

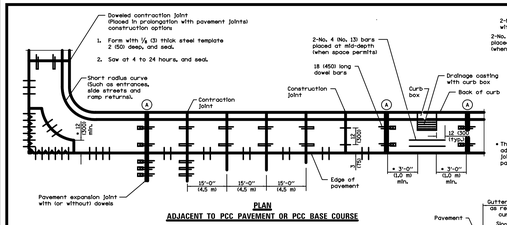
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09/20/24

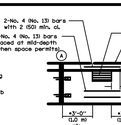
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11891

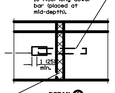
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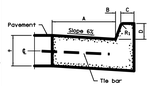
PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



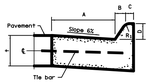


DETAIL (A)
EXPANSION JOINT

• This dimension shall be adjusted to align with joint on the adjacent pavement



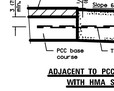
BARRIER CURB



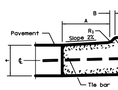
MOUNTABLE CURB

TABLE OF DIMENSIONS BARRIER CURB						
TYPE	A	B	C	D	R_1	
B-6.12	12	1	6	6	1	
(B-15.3)	(300)	(25)	(150)	(150)	(25)	
B-6.18	18	1	6	6	1	
(B-15.45)	(450)	(25)	(150)	(150)	(25)	
B-6.24	24	1	6	6	1	
(B-15.60)	(600)	(25)	(150)	(150)	(25)	
B-9.12	12	2	9	9	2	
(B-22.30)	(300)	(50)	(225)	(225)	(50)	
B-9.18	18	2	9	9	2	
(B-22.45)	(450)	(50)	(225)	(225)	(50)	
B-9.24	24	2	9	9	2	
(B-22.60)	(600)	(50)	(225)	(225)	(50)	

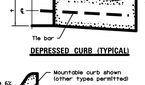
TABLE OF DIMENSIONS MOUNTABLE CURB							
TYPE	A	B	C	D	R_1	R_2	
M-2.06	6	2	4	2	3	2	
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)	
M-2.12	12	2	4	2	3	2	
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)	
M-4.12	12	4	3	4	3	NA	
(M-10.30)	(300)	(100)	(75)	(100)	(75)		
M-4.18	18	4	3	4	3	NA	
(M-10.45)	(450)	(100)	(75)	(100)	(75)		
M-4.24	24	4	3	4	3	NA	
(M-10.60)	(600)	(100)	(75)	(100)	(75)		
M-D.06	6	6	2	6	2	NA	
(M-15.15)	(150)	(150)	(50)	(150)	(50)		
M-D.12	12	6	2	6	2	NA	
(M-15.30)	(300)	(150)	(50)	(150)	(50)		
M-D.18	18	6	2	6	2	NA	
(M-15.45)	(450)	(150)	(50)	(150)	(50)		
M-D.24	24	6	2	6	2	NA	
(M-15.60)	(600)	(150)	(50)	(150)	(50)		



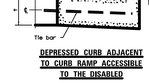
ADJACENT TO PCC BASE COURSE
WITH HMA SURFACING



M-2.06 (M-5.15) and M-2.12 (M-5.30)



DEPRESSED CURB (TYPICAL)



DEPRESSED CURB ADJACENT
TO CURB RAMP ACCESSIBLE
TO THE DISABLED

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

T = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 24 (600) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

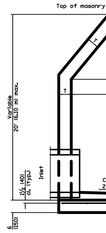
A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

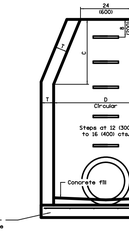
All dimensions are in inches (millimeters) unless otherwise shown.

CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER
(Sheet 1 of 2)

STANDARD 606001-05



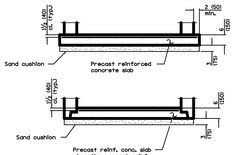
ELEVATION – ECCENTRIC



ELEVATION – CONCENTRIC

ALTERNATE MATERIALS FOR WALLS	D	C*	T (min.)
Concrete Masonry Unit	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	5 (125) to 5 (125)
Brick Masonry	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	8 (200) to 8 (200)
Precast Reinforced Concrete Section	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	4 (100) to 5 (125)
Cast-In-place Concrete	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	6 (150) to 6 (150)

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).



ALTERNATE BOTTOM SLAB

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.31 sq. in./ft. (660 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricators however, only a single row of reinforcement around the perimeter may be utilized.

See Standard 602601 for optional Precast Reinforced Concrete Flat Slab Top.

See Standard 602701 for details of steps.

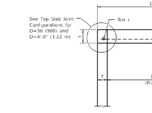
All dimensions are in inches (millimeters) unless otherwise shown.

MANHOLE TYPE A

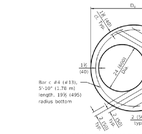
STANDARD 602401-03



FLAT SLAB TOP JOINT CONFIGURATIONS
FOR D = 36 (900) AND D = 4'-0" (1.22 m)
(Shown at access hole)



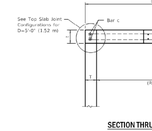
SECTION THRU FLAT SLAB TOP
FOR D = 36 (900) AND D = 4'-0" (1.22 m)



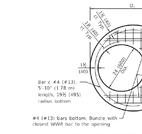
PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of reinforcement bars and c bars)



FLAT SLAB TOP JOINT CONFIGURATIONS
D = 5'-0" (1.52 m)
(Shown at access hole)



SECTION THRU FLAT SLAB TOP
FOR D = 5'-0" (1.52 m)



PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of reinforcement bars and c bars)

TABLE			
D	T	D_1 min.	L
36 (900)	6 (150)	6 (150)	
4'-0" (1.2 m)	6 (150)	8 (200)	
5'-0" (1.5 m)	8 (200)	9 (225)	

Illinois Department of Transportation
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ENGINEER OF POLICY AND PROCEDURES
APPROVED
ENGINEER OF BRIDGES AND STRUCTURES

DATE	REVISIONS
1-1-19	Expanded / refined reinforcement options
1-1-18	Revised for compliance with SHPD.

PRECAST REINFORCED
CONCRETE FLAT SLAB TOP
(Sheet 1 of 2)

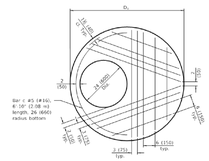
STANDARD 602601-06

GENERAL NOTES

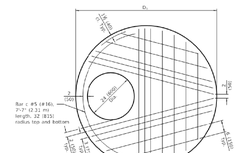
The flat slab top may be used in lieu of the tapered tops shown on Standards 602501, 602516, or 602526 at the option of the Contractor or when field conditions prohibit the use of tapered tops.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

All dimensions are in inches (millimeters) unless otherwise shown.



PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m)
(Showing layout of reinforcement bars and c bars)



PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)
(Showing layout of bottom reinforcement bars and c bars)

FLAT SLAB TOP REINFORCEMENT FOR D = 36 (900)

Location	WWR reach direction:		Rebar reach direction:		
	A_s (mm.)	Spacing (max.)	A_s (mm.)	Spacing (max.)	Bar Size
Bottom Mat	0.62 sq. in./ft. (1270 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#5 (#13)

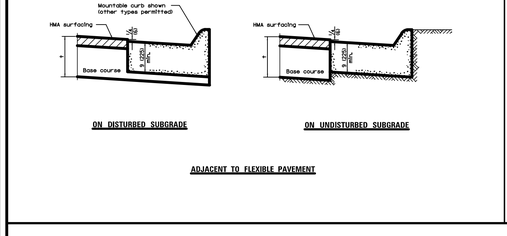
FLAT SLAB TOP REINFORCEMENT FOR D = 4'-0" (1.22 m)

Location	WWR reach direction:		Rebar reach direction:		
	A_s (mm.)	Spacing (max.)	A_s (mm.)	Spacing (max.)	Bar Size
Bottom Mat	0.62 sq. in./ft. (1313 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#5 (#16)

FLAT SLAB TOP REINFORCEMENT FOR D = 5'-0" (1.52 m)

Location	WWR reach direction:		Rebar reach direction except as noted:		
	A_s (mm.)	Spacing (max.)	A_s (mm.)	Spacing (max.)	Bar Size
Top Mat	0.33 sq. in./ft. (233 sq. mm/m)	6 (150)	0.31 sq. in./ft. (233 sq. mm/m)	18 (450)	#5 or #4 (#16 or #13)
Bottom Mat	0.92 sq. in./ft. (647 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#7 (#22)

* Only one layer of WWR permitted to avoid congestion.

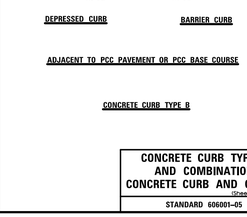


PLAN

ON DISTURBED SUBGRADE

ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB
BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT

DEPRESSED CURB
BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

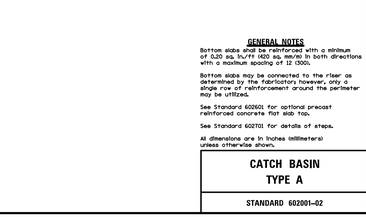
CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER
(Sheet 2 of 2)

STANDARD 606001-05



ELEVATION
(Standard Outlet)

ELEVATION
(Half Trap)



ALTERNATE BOTTOM SLAB

ALTERNATE MATERIALS FOR WALLS	D	C*	T (min.)
Concrete Masonry Unit	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	5 (125) to 5 (125)
Brick Masonry	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	8 (200) to 8 (200)
Precast Reinforced Concrete Section	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	4 (100) to 5 (125)
Cast-In-place Concrete	4'-0" (1.2 m) to 5'-0" (1.5 m)	30 (750) to 3'-9" (1.15 m)	6 (150) to 6 (150)

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft (420 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricators however, only a single row of reinforcement around the perimeter may be utilized.

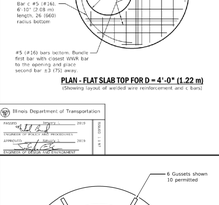
See Standard 602601 for optional precast reinforced concrete flat slab top.

See Standard 602701 for details of steps.

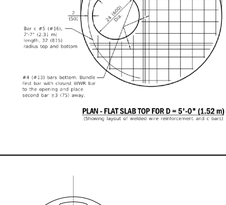
All dimensions are in inches (millimeters) unless otherwise shown.

CATCH BASIN
TYPE A

STANDARD 602001-02



PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m)
(Showing layout of welded wire reinforcement and c bars)

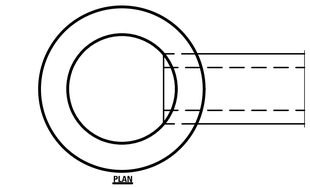


PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)
(Showing layout of welded wire reinforcement and c bars)

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ENGINEER OF POLICY AND PROCEDURES
APPROVED
ENGINEER OF BRIDGES AND STRUCTURES

PRECAST REINFORCED
CONCRETE FLAT SLAB TOP
(Sheet 2 of 2)

STANDARD 602601-06



ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	8 (200)
CAST-IN-PLACE CONCRETE	6 (150)
CONCRETE MASONRY UNIT	5 (125)
PRECAST REINFORCED CONCRETE SECTION	3 (75)

GENERAL NOTES

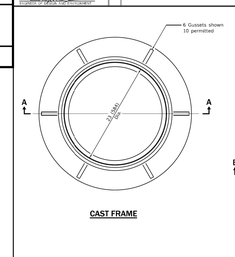
Bottom slabs shall be reinforced with a minimum of 0.24 sq. in./ft. (510 sq. mm/m) in both directions with a maximum spacing of 10 (250).

Bottom slabs may be connected to the riser as determined by the fabricators however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

INLET – TYPE A

STANDARD 602301-03



All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation
PRINCIPAL ENGINEER
ENGINEER OF POLICY AND PROCEDURES
APPROVED
ENGINEER OF BRIDGES AND STRUCTURES

DATE	REVISIONS
1-1-20	Revised dimension in Section B-B of cast open lid.
1-1-15	Revised dimensioning of frame, Added ADA compliant open lid.
1-1-09	Switched units to English (metric).

FRAME AND LIDS
TYPE 1

STANDARD 604001-05

NO.	DATE	REMARKS

DETAILS – 1

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11891D1.DGN

DATE: 09/20/24

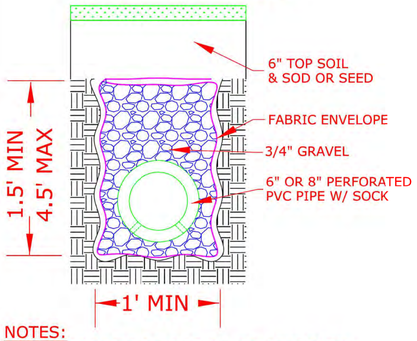
JOB NO. 11891

SHEET D1
16 OF 17

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

N:\Projects\11891\ENG\11891D1.dgn Default User=swalsh

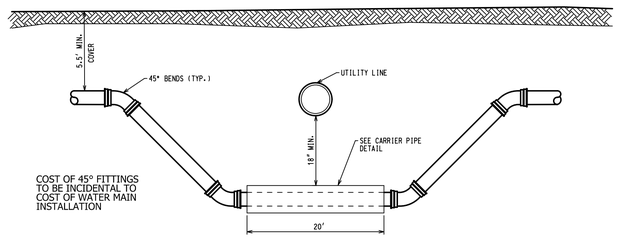
PIPE UNDER DRAIN



NOTES:
-PVC PIPE IS TO BE SDR 26 OR APPROVED EQUAL
-FABRIC ENVELOPE TO MEET "SS IDOT" SECTION 1080.05
-STONE IS TO BE WELL GRADED AND FREE OF FINE MATERIAL
-FABRIC ENVELOPE IS TO OVERLAP 2' WHEN MORE THAN ONE ROLL IS TO BE USED

SS IDOT-STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION JANUARY 1, 2007

GSR 1/08

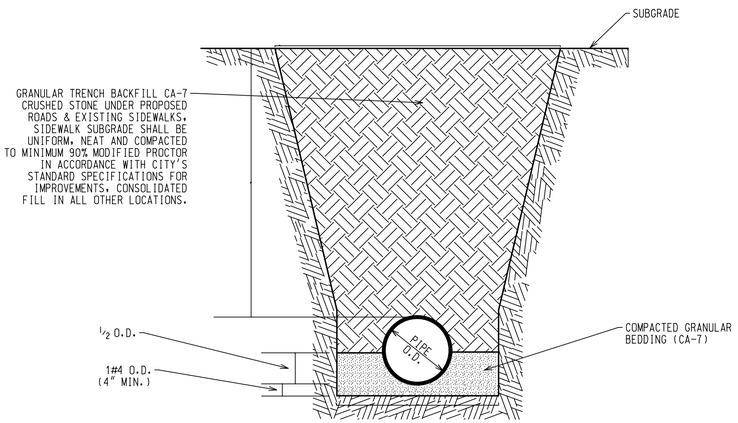


WATER MAIN SET DETAIL

N.T.S.

NOTES:

TO BE USED WHERE EXISTING UTILITY LINE CANNOT BE MOVED OR EXISTING WATER MAIN MUST BE RELOCATED TO ALLOW NEW UTILITY LINE TO BE CONSTRUCTED.



STORM SEWER BEDDING AND BACKFILL

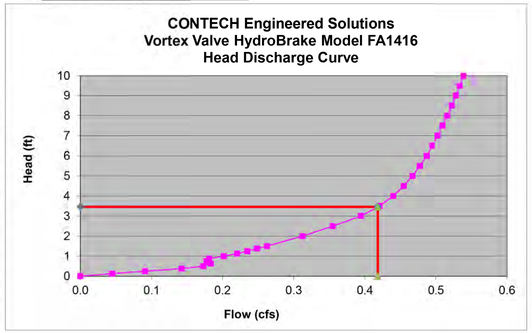
NOT TO SCALE

CONTECH ENGINEERED SOLUTIONS

Vortex Valve FA1416 with 4.875" Opening

Head (ft)	Flow (cfs)
0	0
0.125	0.045
0.25	0.091
0.375	0.142
0.50	0.173
0.625	0.184
0.75	0.178
0.875	0.181
1.00	0.202
1.125	0.221
1.25	0.235
1.375	0.248
1.50	0.263
2.00	0.312
2.50	0.355
3.00	0.395
3.50	0.421
4.00	0.440
4.50	0.454
5.00	0.467
5.50	0.477
6.00	0.487
6.50	0.495
7.00	0.503
7.50	0.510

Target Head:	3.46 ft
Target Flow:	0.422 cfs
Achieved Flow:	0.418 cfs

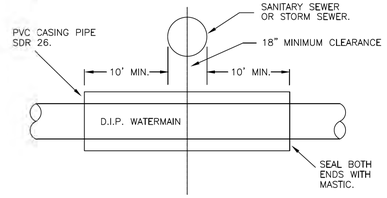


WATERMAIN CONFLICTS

CONFLICTS OCCUR WHERE WATERMAINS PASS WITHIN 18" OVER OR PASS UNDER A SANITARY AND/OR STORM SEWER AND SHALL BE PROVIDED FOR AS FOLLOWS:

SANITARY SEWER CONFLICTS:

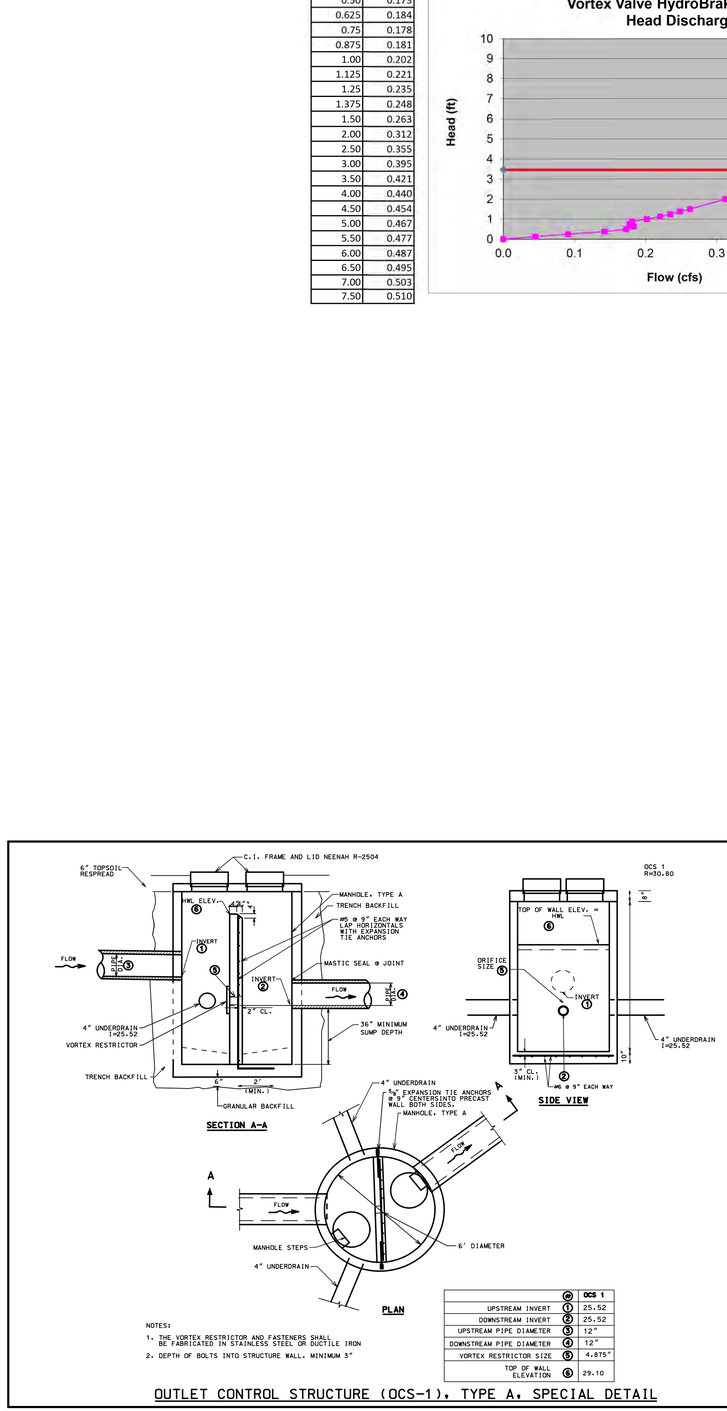
PROVIDE WATERMAIN EQUIVALENT PIPE AND JOINTS FOR THE SANITARY SEWER 10 FT. EITHER SIDE OF WATERMAIN CROSSING USING MISSION TYPE COUPLINGS TO MAKE THE TRANSITION BETWEEN THE TWO MATERIALS, OR ENCASE WATERMAIN AS SHOWN BELOW. REGARDLESS OF METHOD, THERE SHALL BE A MINIMUM 18" CLEARANCE BETWEEN TOP OF WATERMAIN AND THE BOTTOM OF THE SANITARY SEWER.



WATERMAIN DIAM.	CASING PIPE DIAM.
6"	12"
8"	15"
10"	18"
12"	18"

STORM SEWER CONFLICTS:

PROVIDE STORM SEWER PIPE WITH O-RING GASKET JOINTS CONFORMING TO ASTM C-443 10 FT. EITHER SIDE OF WATERMAIN CONFLICTS AND PROVIDE A MINIMUM CLEARANCE BETWEEN TOP OF WATERMAIN AND THE BOTTOM OF THE STORM SEWER.



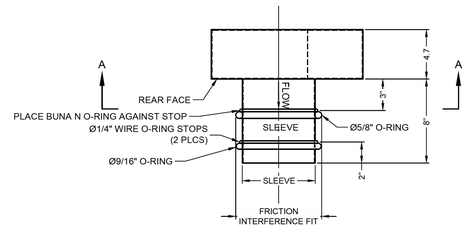
NOTES:
1. THE VORTEX RESTRICTOR AND FASTENERS SHALL BE FABRICATED IN STAINLESS STEEL OR DUCTILE IRON
2. DEPTH OF BOLTS INTO STRUCTURE WALL, MINIMUM 3"

	#	OCS 1
UPSTREAM INVERT	1	25.52
DOWNSTREAM INVERT	2	25.52
UPSTREAM PIPE DIAMETER	3	12"
DOWNSTREAM PIPE DIAMETER	4	12"
VORTEX RESTRICTOR SIZE	5	4.875"
TOP OF WALL ELEVATION	6	29.10

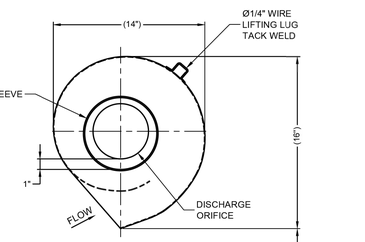
OUTLET CONTROL STRUCTURE (OCS-1), TYPE A, SPECIAL DETAIL

NOTES

1. ALL WELDS CONTINUOUS, UNLESS OTHERWISE NOTED
2. MATERIALS:
   - (1) 5/8" AND (1) 9/16" BUNA N, 50 DUROMETER O-RINGS



TOP VIEW



SECTION A-A VIEW

This CADD file is for the purpose of specifying stormwater flow control equipment to be furnished by Contech Engineered Solutions LLC and may only be transferred to other documents exactly as provided by Contech Engineered Solutions LLC. Title block information, **excluding** the Contech Engineered Solutions LLC logo and the Fluidic-Amp or Fluidic-Cone designation and patent number, may be deleted if necessary. Revisions to any part of this CADD file without prior coordination with Contech Engineered Solutions LLC shall be considered unauthorized use of proprietary information.

I:\DTDRIVE\TECH\COMMDPSD\1-VORTEX VALVES\4 FABRICATION\CHICAGO AILIM-5500\PROGRESS\FA1416-S STANDARD.DWG 7/15/2025 3:29 PM

CONTECH ENGINEERED SOLUTIONS LLC
www.contechES.com
200 Enterprise Drive, Scarborough, ME 04074
877-907-8676 207-885-9830 207-885-9825 FAX

FLUIDIC-AMP VORTEX VALVE DETAIL
MODEL FA1416
WITH SLEEVE ATTACHMENT

DATE: 06/29/18 | SCALE: 1:8 | FILE NAME: FA1416-S STANDARD | DRAWN: DRA | CHECKED:

NO.	DATE	REMARKS

NO.	DATE	REMARKS

DETAILS - 2

MCGRATH ARLINGTON KIA
PALATINE, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 11891D2.DGN
DATE: 09/20/24
JOB NO. 11891
SHEET D2
17 OF 17

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

N:\Projects\11891\ENG\11891D2.dgn Default User=swalsh

Exhibit B

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

Exhibit B – Legal Description

1400 E. Dundee Road
(PIN: 02-01-400-104-0000 & 02-01-400-106-0000)

GREMLEY & BIEDERMANN

A DIVISION OF

PLCS Corporation

LICENSE NO. 184-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

ALTA / NSPS Land Title Survey

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT OF WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 646.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.3 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 03 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 00 DEGREE WEST, A DISTANCE OF 290.68 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT OF WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 796.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.68 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST, A DISTANCE OF 263.49 FEET; THENCE SOUTH 00 DEGREE WEST, A DISTANCE OF 291.09 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 263.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 AND THE NORTH RIGHT-OF-WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF DUNDEE ROAD, A DISTANCE OF 646.19 FEET TO A POINT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 290.30 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO MOTEL 6 OPERATING L.P. BY SIXPENCE INN OF PALATINE PER DOCUMENT NUMBER 89062918 RECORDED IN THE COOK COUNTY RECORDERS OFFICE, STATE OF ILLINOIS; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND NORTHERLY LINES OF SAID TRACT CONVEYED TO MOTEL 6 OPERATING L.P.: NORTH 00 DEGREE, 00 MINUTE, 00 SECONDS EAST, A DISTANCE OF 212.19 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID MOTEL OPERATING L.P. TRACT; NORTH 89 DEGREES, 54 MINUTES, 03 SECONDS EAST, A DISTANCE OF 180.44 FEET TO A POINT FOR A CORNER; THENCE SOUTH 00 DEGREE, 05 MINUTES, 57 SECONDS EAST DEPARTING THE NORTHERLY LINE OF SAID MOTEL 6 OPERATING L.P. TRACT, A DISTANCE OF 6.00 FEET TO A POINT FOR A CORNER; THENCE NORTH 89 DEGREES, 54 MINUTES, 03 SECONDS EAST, A DISTANCE OF 9.00 FEET TO A POINT FOR A CORNER; THENCE SOUTH 00 DEGREE, 05 MINUTES, 57 SECONDS EAST, A DISTANCE OF 206.19 FEET TO A POINT FOR A CORNER, LYING ON THE SOUTHERLY LINE OF SAID MOTEL 6 OPERATING L.P. TRACT; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY LINE OF SAID MOTEL 6 OPERATING L.P. TRACT: SOUTH 89 DEGREES, 53 MINUTES, 50 SECONDS WEST, A DISTANCE OF 39.81 FEET TO A POINT; SOUTH 89 DEGREES, 54 MINUTES, 03 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

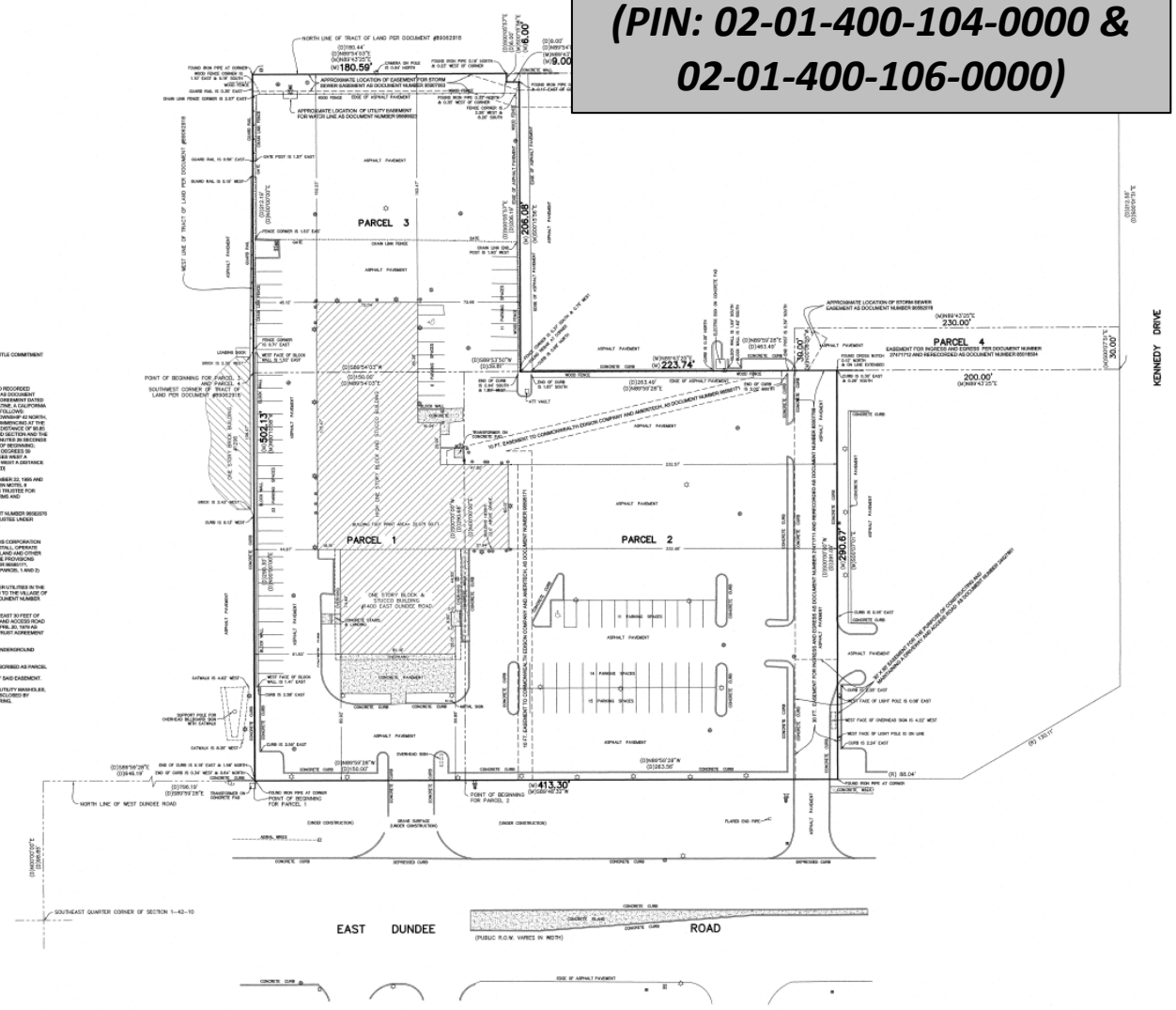
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1, 2 AND 3, AS CREATED BY GRANT OF EASEMENT DATED MARCH 6, 1985 AND RECORDED MARCH 12, 1985 AS DOCUMENT NUMBER 27471712 AND RERECORDED ON MAY 13, 1985 AS DOCUMENT NUMBER 85016504 OVER AND UPON AND UNDER THE SOUTH 30.00 FEET OF THE EAST 230.00 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT-OF-WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 646.19 FEET; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.3 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 212.19 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 03 SECONDS EAST, A DISTANCE OF 613.44 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 51 SECONDS EAST, A DISTANCE OF 212.55 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 463.49 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 03 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCELS 1,2 AND 3 CONTAINING 160,240 SQUARE FEET OR 3.678 ACRES MORE

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

1400 E. Dundee Road (PIN: 02-01-400-104-0000 & 02-01-400-106-0000)



GREMLEY & BIEDE
A DIVISION OF
PLCS Corporation
License No. 184-003332
PROFESSIONAL LAND SURVEYORS
1535 NORTH ELMORE AVENUE, CHICAGO, IL 60638
TELEPHONE: (773) 685-5002 EMAIL: INFO@PLCS-SURVEY.COM

ALTA / NSPS Land Title Survey

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT OF WAY LINE OF DUNDEE ROAD THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 706.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.89 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST, A DISTANCE OF 263.49 FEET; THENCE SOUTH 00 DEGREE WEST, A DISTANCE OF 291.09 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 263.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1, 2 AND 3, AS CREATED BY GRANT OF EASEMENT DATED MARCH 6, 1985 AND RECORDED MARCH 12, 1985 AS DOCUMENT NUMBER 27471712 AND RERECORDED ON MAY 13, 1985 AS DOCUMENT NUMBER 85516504 OVER AND UPON AND UNDER THE SOUTH 30.00 FEET OF THE EAST 230.00 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION AND THE NORTH RIGHT-OF-WAY LINE OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES, 59 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 646.19 FEET; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 290.3 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 212.19 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 03 SECONDS EAST, A DISTANCE OF 613.44 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 51 SECONDS EAST, A DISTANCE OF 212.05 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 28 SECONDS WEST, A DISTANCE OF 463.49 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 03 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCELS 1,2 AND 3 CONTAINING 160,240 SQUARE FEET OR 3.678 ACRES MORE OR LESS.

To:
Chicago Title Insurance Company, 1400 E. Dundee LLC, an Illinois limited liability company, Bank of America, a national association, its successors and/or assigns as their respective interests may appear.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 14 and 20 of Table A thereof.

The field work was completed on October 21, 2020.

Date of Plat November 18, 2020.

By: _____

Robert G. Biedermann
Professional Illinois Land Surveyor No. 2902

SURVEY NOTES:

PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP COOK COUNTY, ILLINOIS, MAP NO. 17031C0944J, EFFECTIVE DATE AUGUST 19, 2008.

CERT NAMES ADDED NOVEMBER 18, 2020 PER EMAIL DATED NOVEMBER 17, 2020 [RL]

ORDERED BY:	MCGRATH ARLINGTON HA	CHECKED:	DRAWN:
ADDRESS:	1400 EAST DUNDEE ROAD		IN

GREMLEY & BIEDERMANN
PLCS Corporation
License No. 184-003332
PROFESSIONAL LAND SURVEYORS
1535 NORTH ELMORE AVENUE, CHICAGO, IL 60638
TELEPHONE: (773) 685-5002 EMAIL: INFO@PLCS-SURVEY.COM

ORDER NO.	DATE	PAGE NO.
2020-28284-001	OCTOBER 21, 2020	1 OF 1
	SCALE: 1 INCH = 30 FEET	

G:\CAD\2020\2020-28284\2020-28284-001.dwg

SURVEY NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2020

Note (R), (D) & (M) denotes Record, Deed and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hence the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2020 "All Rights Reserved"

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord

Exhibit B – Legal Description

1520 E. Dundee Road
(PIN: 02-01-400-027-0000)

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

GREMLEY & BIEDERMANN

A DIVISION OF

PLCS Corporation

LICENSE NO. 184-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

ALTA / NSPS Land Title Survey

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 AND THE NORTH RIGHT OF WAY OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1059.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST; A DISTANCE OF 291.09 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 130.11 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 28 SECONDS WEST A DISTANCE OF 88.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 54,474 SQUARE FEET OR 1.250 ACRES MORE OR LESS.

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

GREMLEY & BIEDERMANN

A Division of
PLCS Corporation
Licensed No. 184-005332
Professional Land Surveyors
4505 North Ravenswood Avenue, Chicago, IL 60640
TELEPHONE: (773) 685-5102 Email: INFO@PLCS-Survey.com

ALTA / NSPS Land Title Survey

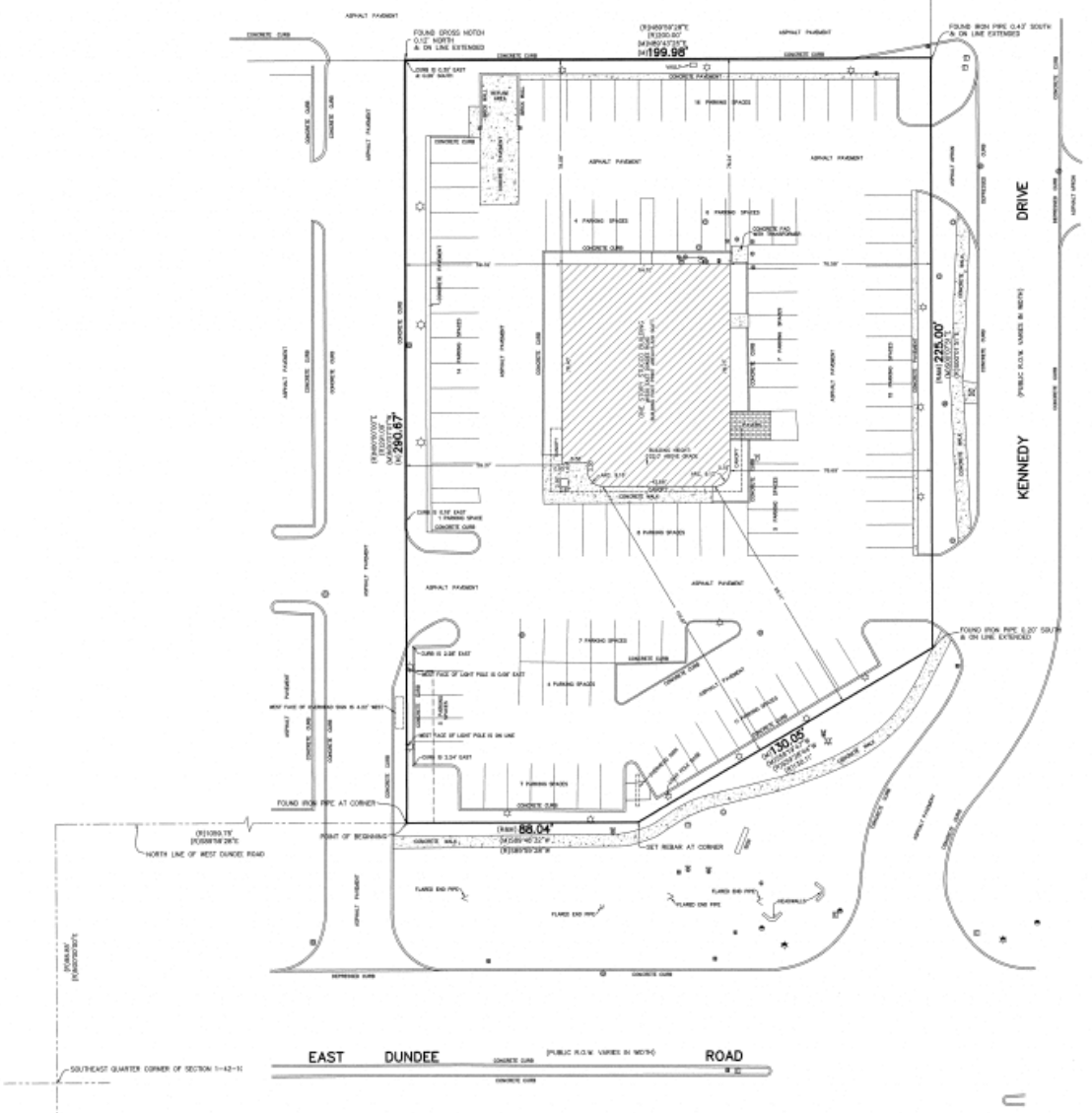
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 86.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 AND THE NORTH RIGHT OF WAY OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1090.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.08 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 28 SECONDS EAST, A DISTANCE OF 206.80 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 225.80 FEET; THENCE SOUTH 58 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 130.11 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 88.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 64,474 SQUARE FEET OR 1.250 ACRES MORE OR LESS.

LEGEND

- Storm CB
- San Clean Out
- Water MH
- Water Buffalo Box
- Water Fire Hydrant
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Meter
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Traffic Signal
- Electric Traffic Control Box
- Gas Buffalo Box
- Gas Meter
- Sign Post
- Bumper Post
- Unidentified Manhole
- Hose Connection
- Iron Pipe
- Cut Cross
- Mail Box

GRAPHIC SCALE (IN FEET) 1" = 20'



1520 E. Dundee Road
(PIN: 02-01-400-027-0000)

SURVEY NOTES:

PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP COOK COUNTY, ILLINOIS, MAP NO. 17031C 0044J, EFFECTIVE DATE AUGUST 19, 2008.

SURVEYOR'S LICENSE EXPIRES November 30, 2022

Note (R)000 denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

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NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2021 "All Rights Reserved"

SURVEY NOTE:
THIS SURVEY WAS PREPARED BASED ON CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER: 2500N0317093RM
COMMITMENT DATE: OCTOBER 9, 2020 AS TO MATTERS OF RECORD.

ITEMS LISTED IN SCHEDULE "B"

G 17. GRANT OF EASEMENT DATED JULY 21, 1987 AND RECORDED AUGUST 7, 1987 AS DOCUMENT 87423984 MADE BETWEEN BOB EVANS FARMS, INC. A DELAWARE CORPORATION AND SIXPENCE INN OF PALATINE, A CALIFORNIA PARTNERSHIP OVER, UNDER AND ACROSS THE WEST 10 FEET OF THE SOUTH 68 FEET OF THE LAND TO PLACE THEREON A POLE SIGN WITH THE BUSINESS NAME AND LOGO OF SIXPENCE INN WITH RIGHT OF INGRESS AND EGRESS TO SAID ACCESS TO SUCH SIGN AND TO LOCATE, MAINTAIN, REPAIR AND/OR REPLACE SUCH SIGN, AND THE RIGHT TO CONNECT AN UNDERGROUND CONDUIT TO SUCH SIGN FOR THE PURPOSE OF PROVIDING ELECTRICAL POWER THERETO.

H 18. POSSIBLE RIGHTS AND EASEMENTS AS DISCLOSED BY SURVEY MADE BY EDWARD J. MALLOY & ASSOCIATES, LTD., DATED MARCH 8, 1989 AS ORDER NUMBER 890343 DEPICTING LIGHT POLES, MANHOLES AND CATCH BASINS LOCATED ON THE PREMISES.

ALL REMAINING ITEMS ARE NOT A MATTER OF SURVEY.

TO:
Rohrman General, LLC, an Indiana limited liability company;
1400 E. Dundee LLC, an Illinois limited liability company;
Bank of America, N.A. and
Chicago Title Insurance Company

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B)(1), 7(C), 8, 9, 14 AND 19 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON MAY 26, 2021.

DATE OF PLAT JUNE 9, 2021.

BY:

ROBERT G. BIEDERMANN
PROFESSIONAL ILLINOIS LAND SURVEYOR

ROBERT G. BIEDERMANN 2802 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

ORDERED BY: rrosario
ADDRESS: 1520 EAST DUNDEE ROAD
CHECKED: LB
DRAWN: RL

GREMLEY & BIEDERMANN
PLCS, CORPORATION
Licensed No. 184-005332
Professional Land Surveyors
4505 North Ravenswood Avenue, Chicago, IL 60640
Telephone: (773) 685-5102 Email: INFO@PLCS-Survey.com

ORDER NO. 2021-28870-001
DATE: MAY 26, 2021
SCALE: 1 inch = 20 Feet
PAGE NO. 1 of 1

G:\CAD\2021\2021-28870\2021-28870-001.dwg

Exhibit C

TIF Eligible Expenses

Earthwork	$209,019
Detention	$897,078
Site Utilities	$197,082
Asphalt	$150,000
Concrete	$248,171
Electrical	$76,000
Total	**$1,777,350**

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

Exhibit D

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

Exhibit E

Attachment: Kia RDA w Exhibits - March 10 2025 VC Mtg (1400 E Dundee Road - Ord Approving Kia RDA)

Consider a Motion to Award a Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility for 2025

BACKGROUND:
A Request for Proposals (RFP) was issued for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility. The previous contract was terminated due to performance issues with the vendor. Nineteen vendors attended the mandatory walk through of the facilities. Compliance with conditions of the RFP, cost of services, quality assurance, municipal experience, and reference checks were the factors weighed most heavily when assessing the proposals.

KEY ISSUES:
- On Tuesday, March 4, 2025, 14 proposals were received. Proposals were reviewed by Public Works staff to determine the best service alternatives.
- The low responsive and responsible vendor was Vega Building Maintenance, Incorporated of Romeoville, Illinois.
- The monthly cost for the Police Headquarters will be $2,725.30 and the Combined Service Facility will be $1,620, for a total monthly price of $4,345.30.
- The term of the contract would be for the remainder of 2025 (approximately nine months), with options to renew for two additional two-year periods for 2026 and 2027 and for 2028 and 2029. Advisory pricing for 2026 was requested in the RFP and Vega proposed no increase.
- The Village employs one other contractual cleaning company for the Train Station, Parking Deck, and Village Hall. Their contract ends at the end of 2026.
- The Police Headquarters will continue to receive service five days per week and the Combined Service Facility will receive service three days per week.

ALTERNATIVES:
1. Award the contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility to Vega Building Maintenance.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends that the contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility be awarded to Vega Building Maintenance for 2025 and authorize the Village Manager to extend the contract through 2026 subject to favorable performance. This would align this contractual cleaning contract's expiration to the same expiration as the second contractual cleaning company the Village now uses.

BUDGET IMPACT:
Funds have been appropriated in the 2025 Public Works Operating Budget to accommodate these services. Awarding to this vendor will result in savings of almost $15,000 from our remaining budgeted amount. If performance is favorable and an extension is sought, the annual price in 2026 would be $52,143.60.

ACTION REQUIRED:
Motion to award the contract for Janitorial Maintenance Services for the Police

Headquarters and Combined Service Facility to Vega Building Maintenance, Incorporated of Romeoville, Illinois in the amount of $39,107.70 for 2025 and $52,144 in 2026.

ATTACHMENTS:

- Proposal Tabulation

2025 JANITORIAL MAINTENANCE SERVICES RFP
POLICE HEADQUARTERS AND COMBINED SERVICE FACILITY
PROPOSALS DUE: MARCH 4, 2025 11:00 AM
DEPARTMENT OF PUBLIC WORKS
CONTRACT DPW-2553

		Police Headquarters			Combined Service Facility						
Bidder Name	Units (Month)	Monthly Price	2025 Annual Price	2025 Price As Corrected	Monthly Price	2025 Annual Price	2025 Price As Corrected	Total Monthly Price	Total Monthly Price As Corrected	Total 2025 Annual Price	Total 2025 Annual Price As Corrected
Vega Building Maintenance, Inc.	9	$2,725.30	$24,527.70	$24,527.70	$1,620.00	$14,580.00	$14,580.00	$4,345.30	$4,345.30	$39,107.70	$39,107.70
Best Quality Cleaning	9	$3,380.00	$30,420.00	$30,420.00	$1,350.00	$12,150.00	$12,150.00	$4,730.00	$4,730.00	$42,570.00	$42,570.00
Multisystem Management Company	9	$4,712.00	$42,408.00	$42,408.00	$576.00	$5,184.00	$5,184.00	$5,288.00	$5,288.00	$47,592.00	$47,592.00
Perfect Cleaning Service, Inc.	9	$3,440.00	$30,960.00	$30,960.00	$1,955.00	$15,795.00	$17,595.00	$5,195.00	$5,395.00	$46,755.00	$46,755.00
P.C.S.I. Perfect Cleaning System, Inc.	9	$3,998.00	$35,982.00	$35,982.00	$1,438.00	$12,942.00	$12,942.00	$5,436.00	$5,436.00	$48,924.00	$48,924.00
Eco Clean Maintenance, Inc.	9	$6,556.00	$59,004.00	$59,004.00	$1,668.00	$15,012.00	$15,012.00	$8,224.00	$8,224.00	$74,016.00	$74,016.00
Blue Fox Cleaning Service, LLC	9	$6,433.00	$77,196.00	$57,897.00	$1,830.00	$21,960.00	$16,470.00	$8,263.00	$8,263.00	$99,156.00	$74,367.00
DGO Premium Services Co.	9	$5,717.00	$51,453.00	$51,453.00	$4,040.00	$36,360.00	$36,360.00	$9,757.00	$9,757.00	$87,813.00	$87,813.00
CleanNet of Illinois, Inc.	9	$11,088.00	$99,792.00	$99,792.00	$1,560.00	$14,040.00	$14,040.00	$12,648.00	$12,648.00	$113,832.00	$113,832.00
Advanced Cleaning Systems, Inc.	9	$10,995.00	$98,955.00	$98,955.00	$1,769.00	$15,921.00	$15,921.00	$12,764.00	$12,764.00	$114,876.00	$114,876.00
Alpha Building Maintenance Services, Inc.	9	$7,896.00	$73,323.00	$71,064.00	$6,110.00	$54,990.00	$54,990.00	$14,257.00	$14,006.00	$128,312.00	$128,313.00
Saddle Hill Consulting Service, LLC	9	$12,150.00	$112,500.00	$109,350.00	$7,250.00	$65,250.00	$65,250.00	$19,400.00	$19,400.00	$177,750.00	$174,600.00
O.P.E.N. America, Inc. dba OpenWorks	9	$13,500.00	$121,500.00	$121,500.00	$7,900.00	$71,000.00	$71,100.00	$21,400.00	$21,400.00	$192,500.00	$192,600.00
D&V Maintenance Corp.	9	$17,680.00	$159,120.00	$159,120.00	$6,957.00	$83,484.00	$62,613.00	$24,637.00	$24,637.00	$221,733.00	$221,733.00

Attachment: Proposal Tabulation (Janitorial Maintenance Services for the Police Headquarters and

Consider a Resolution to Authorize an Intergovernmental Agreement Between the Village of Palatine and the Illinois Public Works Mutual Aid Network for Mutual Aid and Assistance

BACKGROUND:
Since 2010, the Village has been a member of the Illinois Public Works Mutual Aid Network (IPWMAN). IPWMAN is an organization that coordinates statewide to connect members with mutual aid assistance during times of emergency or natural disasters. Members can request assistance in the form of equipment, personnel, or materials through IPWMAN, which notifies other participating agencies of the request. The Board of Directors of IPWMAN recently approved a revised intergovernmental agreement, which requires all communities desiring to continue their membership to approve.

Public Works has requested assistance twice since being a member, most notably in 2014 for clean-up after a major wind storm caused extensive Village-wide damage. Public Works has also responded to eight other communities' requests for assistance, most recently in 2022 when Streamwood experienced high winds and needed help with storm cleanup.

KEY ISSUES:

- The changes from the current agreement to the new agreement include:
  - Clarifying that mutual aid is not just for emergencies. Members currently can assist each other on a day-to-day basis with equipment and personnel, and the new agreement expressly provides authority for this practice.
  - Revising the IPWMAN agreement and bylaws to eliminate the corporate entity. Current bylaws provide for governance of IPWMAN by a not-for-profit corporate entity rather than a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Eliminating the corporation resolves issues related to asset ownership, liability, and tort immunity.
  - Revising the process for any future amendments. Members may propose an amendment to the board of directors and if approved, the proposed amendment will be sent to the entire membership for approval. If at least 60% of members approve the amendment, a new intergovernmental agreement would be sent to all members for adoption.
- The key terms of the original agreement remain unchanged. They include:
  - During an emergency, members may request assistance from other members with appropriate resources. Membership provides access to a network of agencies with diverse resources during times of need when other local communities may also be overwhelmed.
  - No cost for the first five days of assistance. The agreement includes reimbursement protocols after the first five days or if the disaster becomes eligible for FEMA or IEMA aid.
  - IPWMAN has a defined operation plan that expedites the arrival of aid with one phone call to IPWMAN versus multiple calls to other agencies.

    - No obligation for members to respond to requests for assistance. Responses are completely voluntary.
    - No liability on the Village's behalf for not responding, or for any claim, demands, liabilities, losses, or suits in law or equity brought by a third party.
- An annual membership fee of $250 is required to be part of IPWMAN.

ALTERNATIVES:

1. Approve the Intergovernmental Agreement between the Village of Palatine and the Illinois Public Works Mutual Aid Network.
2. Reject the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends adopting a Resolution authorizing the Intergovernmental Agreement between the Village of Palatine and the Illinois Public Works Mutual Aid Network for mutual aid assistance.

BUDGET IMPACT:

Funds have been appropriated in the 2025 Public Works Operating Budget for the membership fee and are anticipated to be included in future operating budgets.

ACTION REQUIRED:

Motion to adopt a Resolution authorizing the Intergovernmental Agreement between the Village of Palatine and the Illinois Public Works Mutual Aid Network for mutual aid assistance.

ATTACHMENTS:

- Resolution-Authorize the IPWMAN Agreement
- IPWMAN Memorandum Regarding IGA Changes
- IPWMAN Mutual Aid Agreement
- IPWMAN Bylaws

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

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

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to

Attachment: Resolution-Authorize the IPWMAN Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the Council of the Village of Palatine have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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

SECTION 1: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION 2: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor and the Village Clerk be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 3: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION 4: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

Attachment: Resolution-Authorize the IPWMAN Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

SECTION 5: EFFECTIVE DATE **This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.**

PASSED: This _____ day of _____, 2025.

AYES:_____ NAYS:_____ABSENT:_____PASS:_____

APPROVED by me this _____ day of _____, 2025.

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the Office of the Village Clerk

this _____ day of _____, 2025.

_____
Village Clerk

Attachment: Resolution-Authorize the IPWMAN Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

1804 North Naper Boulevard, Suite 350, Naperville, IL 60563
Phone 630.682.0085 ◆ Fax 630.682.0788 ◆ www.ottosenlaw.com

To: All Illinois Public Works Mutual Aid Network Member Agencies

From: Mark Doerfler, Executive Director and Karl Ottosen, Attorney

Date: October 24, 2024

Re: Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

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At its August 8,2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network. Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.

2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.

3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. if at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.

Attachment: IPWMAN Memorandum Regarding IGA Changes (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among Village of Palatine ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"*;* and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. *"BOARD MEMBER"* is a representative of the IPWMAN serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. *"LOCAL EMERGENCY"* is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. *"GENERAL MUTUAL AID"* means aid and assistance provided during non-emergency conditions.

J. *"MUTUAL AID RESOURCE LIST"* means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. *"NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)"* a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. *"PERIOD OF ASSISTANCE"* means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. *"RESPONDING AGENCY"* means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. .If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

(1) Approve and execute this Agreement.

(2) Provide a fully executed copy of this Agreement to the Board of Directors.

(3) Provide the name and title of an authorized representative to the Board of Directors.

(4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ *day* _____ *of 20* _____.

For the Agency (Insert Name): Village of Palatine

By: _____

Its: Mayor

Attest

By: _____

Its: Village Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

*Approved and executed this*_____*day of*_____*20*_____.

By:_____

Vince Kilcullen
President, IPWMAN Board of Directors

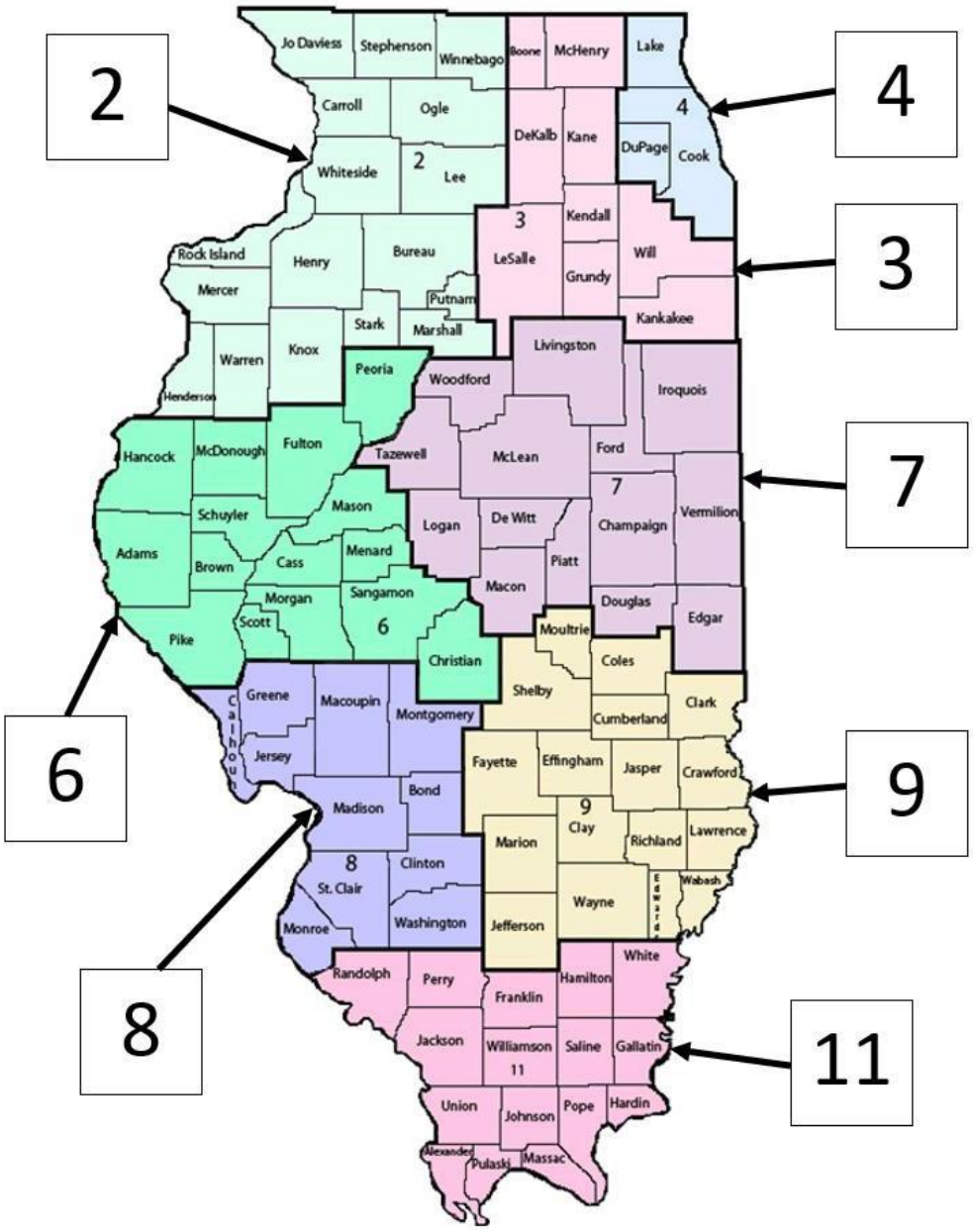
Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

Attachment: IPWMAN Mutual Aid Agreement (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

Bylaws of
The Illinois Public Works Mutual Aid Network

An intergovernmental agency for the purpose of public works mutual aid in accordance with the Illinois Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq.

Article One

Name, Principal Office, Purpose, and Powers

1.1 Name. The name of the Intergovernmental Agency is The Illinois Public Works Mutual Aid Network (IPWMAN).

1.2 Location. IPWMAN may maintain offices and facilities either within or without the State of Illinois as determined by the Board of Directors from time to time. The Board of Directors may, from time to time, change the address of IPWMAN's principal office by duly adopted resolution.

1.3 Purpose and Powers. IPWMAN is organized to provide a system of Mutual Aid among participating public works agencies. The purpose is explicit in the "Illinois Public Works Mutual Aid Network Agreement," which is incorporated herein by reference and which in pertinent part reading as follows:

"The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies."

1.4 Authority. The Illinois Public Works Mutual Aid Network was organized under the provisions of the Illinois Intergovernmental Cooperation Act on September 17, 2008. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government, including a unit of local government from another state.

Illinois Public Works Mutual Aid Network membership is in full force and in effect with the passage and approval of an executed Mutual Aid Agreement in the form approved by the Board of Directors, a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by an authorized representative of a participating public works agency who has the legal authority to sign and

enter into the Agreement on behalf of his or her public works agency.

Article Two
Membership, Ratification and Termination of Membership

2.1 General Membership. Membership shall be limited to public works related agencies and individuals as described in Article One, paragraph 1.3 and as defined in the Illinois Compiled Statutes.

a. *Membership Status*. In order for an agency or entity to request and be considered for receiving aid through IPWMAN the requesting agency or entity shall have been approved for membership prior to seeking aid, or rendering assistance through an IPWMAN activation, and shall be a member in good standing, with current dues paid in full.

2.2 Membership Types. The Board of Directors, with the advice of the Membership Committee, and by majority vote shall be the sole authority to establish membership status and classification. There are hereby established, the following types of membership:

a. *Agency Members.* This class of membership is open to all public works related agencies, as defined in Article One, paragraph 1.3. Agencies may be allocated multiple memberships, based on agency size and/or type and as determined by Board of Directors policy.

b. *Associate Members.* This class of membership is open to members of public works related individuals, business and professional organizations or associations, but who do not qualify as Agency Members. This class of membership has two types: Corporate and Individual.

c. *Professional Liaison Members.* This class of membership applies to individuals designated by other professional mutual aid organizations and state and federal agencies involved in emergency and disaster response and recovery, to provide counsel, advice and support for the mission of IPWMAN. This type of member does not pay dues.

2.3 Voting Privilege. The privilege of holding elective office and serving on the Executive Committee of IPWMAN is reserved for *Agency Members. Associate Members* are permitted to vote in all elections, serve on and chair Committees (other than the Executive Committee) and otherwise serve the IPWMAN, but may not hold elective office. *Professional Liaison Members* are permitted to serve on and vote on Committees (other than the Executive Committee), however are not eligible to serve as Committee chairs or have voting privileges

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

at Board of Directors meetings.

2.4 Termination of Membership. Members who fail to meet their obligations in accordance with the terms of the Illinois Public Works Mutual Aid Network Agreement or with these By-laws may be suspended or removed from membership by a two-thirds vote of the Board of Directors. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have the right to appear before the Board of Directors.

Article Three
Board of Directors

3.1 General Powers. The affairs and activities of IPWMAN shall be managed by or under the direction of its Board of Directors ("Board").

3.2 Composition of the Board. The Governing body of IPWMAN shall be the Board of Directors, consisting of twenty-one (21) elected members, representing the following:

- 2 members from each of the eight (8) IPWMAN regions (Shown in Exhibit 1).
- The President
- The Vice-President
- The Secretary
- The Treasurer
- The Past President

In the event there are no eligible members able to serve as Board representatives of a particular region, then a member from outside the region may be selected to represent that region. For voting purposes, each region shall have one vote.

All officers and members of the Board of Directors shall serve without compensation.

3.3 Term. Each Regional Director will serve a three-year term.

Initially, beginning in October of 2009, terms shall be staggered, rotating according to the following schedule:

• IPWMAN Regions	3, 6 and 8	3-year terms
• IPWMAN Regions	2, 7 and 9	2-year terms
• IPWMAN Regions	4 and 11	1-year term

Following the initial elections, the terms of office shall be for three years.

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

3.4 Vacancy on the Board of Directors. In the event a vacancy should occur in one or more of the Regional Director positions by reason of lack of eligible candidate, resignation, removal, death or election to another office, the remainder of the term of office shall be filled by the appointment of a replacement recommended by the member agencies from that region. The appointment is to be confirmed by the remaining members of the Board.

If, within sixty (60) days of the notice of the vacancy, the Region fails to achieve consensus on a replacement, the Board of Directors is hereby authorized to designate a replacement from any Region to represent the members of the affected Region until the next opportunity to conduct an election, at which time a successor will be elected to complete the remainder of the term (if any).

3.5 **Authority**. The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IPWMAN.

3.6 Regular Meetings. The Board of Directors shall convene at least annually at a time and place specified by the Board. The President shall preside at the meeting and conduct business for IPWMAN. Draft minutes of these meetings shall be available to all members at least 30 days before the following meeting.

3.7 Annual Membership Meeting. The Annual Meeting of the IPWMAN membership shall be held each year at a time and place specified by the Board of Directors.

3.8 Special Meetings. The President, at his or her discretion, or a majority of the Executive Committee, or any six members of the Board of Directors, or five percent (5%) of the membership may call a special meeting of IPWMAN by giving at least five days advance written notice to each member, specifying the time, place, and purpose of the meeting.

3.9 Quorum. Seven (7) members of the Board of Directors shall constitute a quorum thereof. Ten percent of the membership shall constitute a quorum to conduct business at a regular or special meeting of the membership.

3.10 Waiver of Notice. Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.11 Committees and Advisory Bodies. Committees exist for the purpose of implementing the vision, mission, goals and legal obligations of IPWMAN. The Board of Directors may, from time to time, establish or appoint one or more committees, task forces or advisory bodies.

All member types are encouraged and allowed to serve on committees, however, the chair must be an Agency or Associate member. All members shall serve at the pleasure of the Board of Directors. The following committees are some which may be established:

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

- Finance
- Conference
- Management
- Marketing
- Membership
- Nominating
- Operations
- Social Media
- Technology
- Training

The duties and responsibilities of all Committees shall be as defined in the Administrative Policy Manual of IPWMAN.

3.11 Action without Meeting. If a matter of immediate and critical need shall arise requiring action of the Board of Directors and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than two Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than seven (7) days from the date of notice. If approved by a majority of the members of the Board of Directors, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 Executive Officers of IPWMAN. The executive officers of IPWMAN shall be a President, a Vice President, Secretary, Treasurer, Past President, and two members of the Board of Directors selected by the Board of Directors, who together shall constitute the Executive Committee. All such officers shall be members of the Board of Directors. The Executive Committee of IPWMAN shall be elected from the Board of Directors members who shall have been members in good standing of the for at least one year prior to their election.

4.2 Term. The Officers of IPWMAN shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected or appointed for additional terms of office. The Vice-President, upon completion of his/her two-year term of office will transition to the position of President for a two-year term. The Vice-President would have the right to decline the position of President if circumstances would prevent him/her from being able to serve as President. The outgoing President will remain as a voting member on the Board of Directors as the Past President for a two-year term. In the event a President is ineligible or declines to serve in the Past President position, the previous Past President may

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

continue to serve in the position, or the position may be deemed vacant and filled in accordance with these By-Laws. Upon completion of the position of Past President, the officer would be eligible to pursue another officer position within the organization. The President, consistent with Section 5.1b and subject to advice and consent of the Board of Directors, will fill vacancies to positions on the Executive Committee within the two-year terms.

4.3 President. The President shall:

a. Be the principal executive officer of IPWMAN and shall act as the Chairman of the Board of Directors.

b. Supervise and control all of the business and affairs of IPWMAN, subject to the general oversight of the Board of Directors.

c. Preside at all meetings of the Board of Directors and the Executive Committee.

d. Serve as an Ex-Officio member of all committees.

e. Sign, with the Secretary or any other proper officers of IPWMAN, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Board of Directors to some other officer or agent of IPWMAN, or shall be required by law to be otherwise signed or executed.

f. Perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

g. Make all committee appointments with the advice and consent of the Board of Directors.

h. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.4 Vice President. In the absence of the President or in the event of his or her resignation, death, inability or refusal to act, the Vice President (or in the event of his or her death, inability or refusal to act, the Secretary or in the event of his or her death, inability or refusals to act, the Treasurer) shall:

a. Perform the duties of the President and, when so acting, shall have and exercise all the powers of and be subject to all the limitations upon the President's

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

powers.

b. Serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

c. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.5 Secretary. The Secretary shall:

a. Keep the records of IPWMAN.

b. Prepare a written record of the meetings and any formal proceedings of IPWMAN and make copies of such minutes available to each of the members.

c. Record and keep all official correspondence of IPWMAN.

d. Keep an official register of each member of IPWMAN.

e. Have charge of and safely keep all such additional books and papers as the Board may direct.

f. Have custody of the seal of IPWMAN and affix such seal to all documents, the execution of which, on behalf of IPWMAN under its corporate seal, has been duly authorized in accordance with these by-laws.

g. Perform all duties, which are incident to the office of Secretary of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

h. At the expiration of the Secretary's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

i. Administer the election of the Board of Directors.

j. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.6 Treasurer. The Treasurer shall:

a. Have general oversight over all funds and securities of IPWMAN.

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

b. Have authorization, along with at least one other member from the Executive Committee, to endorse, or cause to be endorsed in his or her name, on behalf of IPWMAN, all checks, notes or other obligations and evidence of the payment of money paid by IPWMAN coming into his or her possession, or other officers or employees.

c. See that all funds received by or on behalf of IPWMAN are promptly deposited in such banks or trust companies as may be selected as depositories of IPWMAN by the Board and shall also see that all securities are placed in safe keeping in the manner directed by the Board.

d. Pass on the electronic system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board.

e. Prepare a budget annually for review by the Board of Directors and file any reports required by any government agency (i.e. IRS Tax Return, Secretary of State Annual Report of Officers).

f. Perform all duties, which are incident to the office of Treasurer of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

g. Chair the Finance Committee.

h. Serve as Ex Officio member of the Audit Committee.

i. Set time and date for the annual audit.

j. At the expiration of the Treasurer's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

k. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.7 Past President. The Past President must be employed by a member agency. In the event the immediate past president is not eligible, or declines to serve, then a past president who is employed by a member agency may serve, or the position may be filled as a vacant position. The Past President shall:

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

a. Co-chair the Nominating Committee.

b. Serve as one of the two (2) at-large members of the Executive Committee

c. Assist the President, as requested.

d. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

Article 5
Nominations and Elections

5.1 Nominating Committee.

a. For all elections, the President shall appoint a Nominating Committee consisting of five (5) members. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of IPWMAN. The current officers shall not serve as Nominating Committee members.

b. This committee is also empowered to recommend replacements for vacancies on the Executive Committee to the Board of Directors that are not covered elsewhere in these By-Laws.

c. Any member may submit a nomination for candidates for the Board of Directors and/or Executive Committee.

5.2 Election Procedures. Elections to the Board of Directors shall be by a paper or electronic ballot sent to each member agency at the address or email address of the primary point of contact on file with the Secretary. The person receiving the highest number of votes shall be declared elected. The President shall appoint a three-member Teller Committee to count ballots and certify elections. The Teller Committee shall tabulate the votes and report the results to the Board of Directors. Elected officers shall be installed at the annual membership meeting and shall assume their duties of office at that time. Uncontested elections may be held by voice vote at the Annual Meeting.

Article Six
Administrative Officers and Personnel

6.1 Designation of Administrative Officers. The Board of Directors shall designate titles, appoint and discharge such administrative staff officers of IPWMAN, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

appointees shall hold their offices for such term, exercise such powers, and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of all appointed staff personnel shall be defined in the IPWMAN "Administrative Policy Manual" as approved by the Board of Directors. Such Administrative Officers shall serve at the pleasure of the Board of Directors.

6.2 Compensation. If applicable, the Board of Directors shall determine compensation and benefits for all administrative staff.

Article Seven

Indemnification of Officers, Board of Directors, Employees and Agents

7.1 Actions other than by or in the Right of IPWMAN. IPWMAN and its Board of Directors have the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

7.2 Insurance. IPWMAN shall have the power and authority to purchase and maintain insurance on behalf of any person who is a member, employee or agent of IPWMAN or is serving at the request of IPWMAN against any liability asserted against him or her as a result of, or in any capacity representing IPWMAN.

7.3 Indemnification. All Executive Officers shall be bonded by IPWMAN in such form and amount as may be determined by the Board of Directors, the cost of such bond shall be borne by IPWMAN.

Article Eight

Contracts, Loans, Checks, Deposits, Dues and/or fees and Gifts

8.1 Contracts. The Board may authorize any officer or agent of IPWMAN, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of IPWMAN, and such authority may be general or confined to specific instances.

8.2 Borrowing. No loan shall be contracted on behalf of IPWMAN and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

8.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of IPWMAN) shall be signed by such officers or agents of IPWMAN as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

8.4 Deposits. All funds of IPWMAN shall be deposited from time to time to the credit of IPWMAN in such banks, trust companies or other depositories as the Board may select.

8.5 Membership Dues and/or Fees. Membership dues and/or fees will be determined by the Board of Directors. The amount of the membership dues and/or fees shall be reviewed and established annually by the Board of Directors. Dues and/or fees shall be due within thirty (30) days of January 1 of each year.

The Board of Directors will determine the method and amount of any other fees to be charged or assessed by IPWMAN.

8.6 Gifts. The Board may accept on behalf of IPWMAN any contribution, gift, bequest or devise for the general purposes or for any special purpose of IPWMAN, unless otherwise prohibited by law.

8.7 Reimbursement. The Board shall adopt reimbursement procedures and associated policies.

Article Nine

Fiscal Year, Books and Minutes

9.1 Fiscal Year. The fiscal year and business year of IPWMAN shall begin on January 1 and end on December 31.

9.2 Books and Minutes. IPWMAN shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Ten

Distribution of Assets upon Dissolution

If at any time the dissolution of this Intergovernmental Agency is authorized by the Board of Directors, the members of the Board of Directors then holding office as such shall distribute the assets of IPWMAN remaining after payment, satisfaction and discharge, or adequate provision therefore, of all liabilities and obligations of IPWMAN, to the member agencies, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Eleven

Amendment to By-Laws

Any member may propose amendment of these By-Laws. Proposed amendments shall be submitted to the Board of Directors. Amendments must be approved by majority vote of the Board of Directors before being sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be deemed approved by the members and effective immediately unless specifically stated otherwise in the amendment.

Article Twelve

Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of IPWMAN shall remain in IPWMAN. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to IPWMAN in the event of that person's death, resignation, removal or such other action disassociating that person with IPWMAN.

Article Thirteen

Rules of Procedure

The rules contained in the current edition of "Robert's Rules of Order – Revised" shall generally be used as a guide to govern the procedural conduct of the Board of Directors and Executive Committee and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.

Adopted by the Board of Directors in accordance with these By-Laws on October 22, 2024.

Attachment: IPWMAN Bylaws (IGA with the Illinois Public Works Mutual Aid Network for Mutual Aid)

Consider a Motion to Waive Night Construction Restrictions for the Salt Creek Streambank Stabilization Project

BACKGROUND:
Salt Creek, from west of Clark Drive to east of Williams Drive, has experienced significant bank erosion, and a contract was awarded to improve this condition. The scope of work includes grading and reshaping of banks; stone toe, cross vane, and gabion basket installation; seeding of floodplain tolerant native plants; tree removal; and replacement or reconstruction of existing storm sewer outfall structures.

The Village of Palatine awarded a contract for the work to V3 Construction. To ensure the project is completed efficiently and on schedule, bypass pumping of Salt Creek will be required.

Section 6-32 of the Palatine Code of Ordinances prohibits any construction between the hours of 8 P.M. and 7 A.M., with the exception of Sundays when operations may not commence before noon if construction activities generate loud or annoying noises. In order to accommodate the construction schedule as proposed by the contractor and to limit the duration this project would impact the community; the contractor has requested relief from Section 6-32 of the Village Code of Ordinances.

KEY ISSUES:
- Bypass pumping of Salt Creek is required to complete the work efficiently and on time.
- Pumping operations will take place 24 hours a day during most of the construction period in a series of stages. The pumps will be placed in at least 4 different locations during construction.
- The project will utilize two DV200cSA centrifugal pumps 8” trash transfer pumps, enclosed in sound-dampening cabinets, with noise levels ranging from 70 dB at load from 30 feet. Traffic noise is typically in the 50 dB range.
- The contractor will be required to notify all affected residents at least 24 hours in advance of any pumping activities.
- Pumps will only be run during bypass required periods of the project.
- The need for bypass pumping was reviewed in the pre-construction open house held with the neighborhood in February.

ALTERNATIVES:
1. Waive Section 6-32 regarding night operations.
2. Refer the matter back to staff for further review and recommendations.

RECOMMENDATION:
Staff recommends waiving Section 6-32 regarding night operations.

ACTION REQUIRED:
Motion to waive Village Code of Ordinances Section 6-32 regarding night operations restrictions for the duration of the Salt Creek Stream Bank construction project.

ATTACHMENTS:

- VOP Code Section 6-32
- V3 Dewateriang Work Variance 02-27-2025
- V3 Pumping map

Sec. 6-13.1 Scope and Administration

Chapter 1, Part 2 Administration and Enforcement shall be deleted.

(Ord. No. O-93-18; 8/13/15 eff. 1/1/19)

Secs. 6-14--6-15. Reserved.

ARTICLE II RESERVED

Secs. 6-16--6-30. Reserved.

ARTICLE III BUILDING OPERATIONS

Sec. 6-31. Use of streets.

Cross reference Chapter 16 Streets and Sidewalks, Article I

The use of streets shall comply with the requirements as set forth in Chapter 16 Article I of the village municipal code of ordinances.

Sec. 6-32. Night operations.

No construction or alteration operations shall be carried on between the nighttime hours of 8:00 p.m. and 7:00 a.m. with the exception of Sundays when said operations may not commence before 12:00 noon, if the same are accompanied by loud or annoying noises except in the event of an emergency; and any such emergency operations shall not be begun until special permission is secured from the village manager. (Code 1961, § 20.202; Ord. No. O-3-79, § 1, 2-12-79; Ord. No. O-91-86, § 1, 8-25-86)

Sec. 6-33. Sidewalks.

Cross reference Chapter 16 Streets and Sidewalks, Article I

No sidewalk shall be obstructed in the course of building operations without permission from the code official; and whenever a removal of a sidewalk is required such work shall not be done until permission is secured from the code official. (Code 1961, § 20.203)

Sec. 6-34 Construction Site Cleanliness

(1) "Construction site" means any or all portion of the real property that is identified as the location of any excavation or of the erection, enlargement, alteration, repair, removal, or demolition of any building, structure or structural part thereof within the Village. However, for purposes of this section, "construction site" does not include a project location where all construction and/or demolition activity, including the staging of construction materials and storing of debris, is conducted within a completely enclosed structure, or a project that will be occupied during the construction activity.

(2) All construction sites shall be governed by the following standards:

Attachment: VOP Code Section 6-32 (Waiver for Night Operations Salt Creek Streambank Stabilization Project)

Attachment: V3 Dewateriang Work Variance 02-27-2025 (Waiver for Night Operations Salt Creek Streambank Stabilization Project)

February 27, 2025

Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

Re: Salt Creek Streambank Stabilization
Bypass Pumping

Village Board:

V3 Construction Group, Ltd. (V3) has been contracted by the Village of Palatine to construct approximately 2,000LF of streambank improvements on the Salt Creek between N. Clark Drive and N. Williams Drive. Please see the attached exhibit for the location of the improvements. To comply with State and Local permits the work must be constructed "in the dry". This will eliminate any sediment discharge downstream of the project area. To accomplish this V3 intends on bypassing the base flow of the Salt Creek around the limits of construction. We will install two coffer dams during normal working hours to isolate the stream flow then install two diesel pumps to carry the flow of the stream to a discharge point downstream, just outside the coffered area. Please see the attached schematic exhibit for locations of the proposed pumps and the attached pump cut sheet for more information about the system.

Per the Village ordinance V3 will not be performing any construction between the nighttime hours of 8:00 PM and 7:00AM or on Sundays. We will, however, need to leave the pumps running to keep our work site from filling with water. Our system will include two DV200cSA centrifugal pumps. We have found that in low flow conditions one pump is sufficient to manage flows but both pumps may be required in higher flows. V3 is requesting a variance from the village ordinance to run the pumping system outside normal working hours. The pumps are equipped with sound attenuated enclosures to minimize excess noise and we will locate the pumps as far from residences as is practical.

If you have any questions regarding this issue, please call me at (630) 724-9200. Thank you for your consideration.

Sincerely,
V3 Construction Group, Ltd.

Dianna Johnson
Senior Project Manager

cc: File

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Sewage and Trash Pump DV200cSA

Overview:

The 12” suction x 8” discharge self-priming centrifugal DV200cSA trash pump provides up to a maximum of 4,600 gallons per minute pumping and up to 260 feet of head. This trailer mounted pump is equipped with a sound attenuated enclosure package. The standard Clean Prime priming system allows continuous operation without pumping liquid carryover to contaminate the outside environment. The pump is also equipped with a Run-Dry feature, which provides the mechanical seal faces with continuous lubrication, even when there is no liquid in the pump casing.



Features:

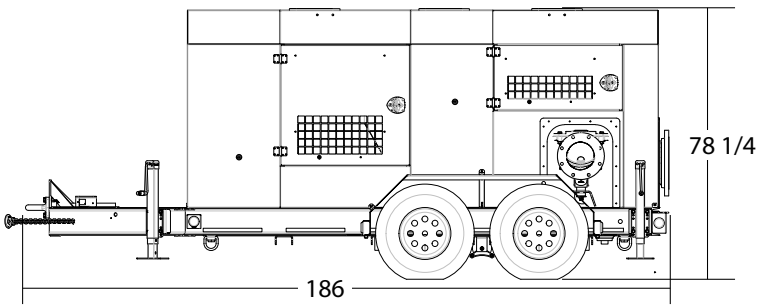
- Continuous self-priming
- Runs dry unattended
- 12 volt, electric start with auto-start capable control panel
- Flex coupled to diesel engine
- 24-hour minimum capacity fuel tank
- Air-Ejector (Venturi) priming system
- Cast iron wet end with closed impellers
- Replaceable wear plates
- SAE Mounted
- Suction lift up to 28ft.
- Sound Attenuation: 70dB(A) @ 30’
- Available with cutter wet end

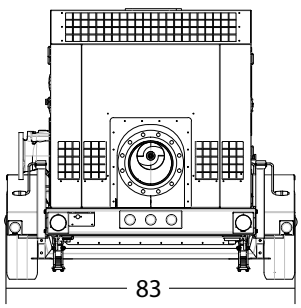
Specs:

Maximum Flow	4,600 GPM
Maximum Head	260 feet
Pump Size	12” x 8”
Maximum Solids Handling	3.375 inches
Dry weight	8,430 lbs.
Footprint: Trailer mounted model	186” x 83”
Fuel Capacity (usable)	180 gallon
Fuel consumption	7 gph @ 1,800 RPM

Accessories:

- Spillguard
- Suction and Discharge Hoses
- Fuel Nurse Tank





PUMPS • TANKS • FILTRATION • PIPE • SPILLGUARDS

THE SPECIFICATIONS CONTAINED IN THIS SHEET ARE OPERATING GUIDELINES AND ARE INTENDED TO BE GENERAL REPRESENTATIONS OF EQUIPMENT CAPABILITIES. ACTUAL PERFORMANCE WILL VARY BASED UPON SYSTEM APPLICATION, AGE OF EQUIPMENT, MANUFACTURER, AND OPERATION.

RAIN FOR RENT®

Liquid Ingenuity®
800-742-7246
rainforrent.com

Attachment: V3 Dewateriang Work Variance 02-27-2025 (Waiver for Night Operations Salt Creek Streambank Stabilization Project)



V3 Construction Group, Ltd.
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com

Salt Creek Palatine

Bypass Pumping Exhibit

Notes:

N

1" = 200'

0' 200' 400'

02/27/2025
T.K.
1" = 200'

K:\Civil Project\2024\CG24020 Salt Creek Streambank Stabilization\AutoCAD\20250227\Exhibit.dwg

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Consider an Ordinance Granting a Minor Special Use Amendment for the Pride of Palatine and Urban Counter Restaurant at 1400 W. Algonquin Road

BACKGROUND:
The Pride of Palatine gas station, car wash, and quick service restaurant were approved in 2016. As part of Pride's approval, it also received a class B-4 liquor license allowing for the sale of packaged beer, wine, and spirits within the convenience store. The current on-premise restaurant, Urban Counter, has applied for a Class G beer and wine license for the restaurant's customers (only within the restaurant portion of the building). Therefore, the Petitioner is requesting approval of the following:

> **A Minor Special Use Amendment to allow the existing restaurant to offer the sale of beer and wine to restaurant customers.**

KEY ISSUES:
- The Pride of Palatine operates a restaurant, Urban Counter, within the building, but it operates separately from the convenience store. The Urban Counter restaurant has a separate point of sale system, and all restaurant sales are tallied separately from the convenience store.
- As part of their business operations, the Pride, through its Urban Counter restaurant, has applied for a pouring license (Class G Beer and Wine License) to allow beer and wine sales for the Urban Counter restaurant for consumption on premise. The restaurant portion of the development was approved as part of the overall Planned Development and Special Use for the site.
- The proposal would allow restaurant patrons to consume beer and wine in conjunction with the restaurant's dining menu. The Petitioner indicated that an interior sign would note the typical four beer types and three wine types available for consumption within the restaurant. All beer and wine sold would be poured directly from a can or bottle, with all consumption confined to the existing restaurant seating and dining area.
- All beer and wine consumed in the restaurant would be processed solely through the restaurant's point of sale system and separate from the convenient store's sales. There could be no package sales transacted at the Urban Counter point of sale register.

ALTERNATIVES:
. Approve the Minor Special Use Amendment to allow a beer/wine pouring license for the existing restaurant within the Pride of Palatine.
. Do not approve the Minor Special Use Amendment to allow a beer/wine pouring license for the existing restaurant within the Pride of Palatine.

RECOMMENDATION:
Staff recommends approval of the Minor Special Use Amendment.

ACTION REQUIRED:
A motion to approve the Minor Special Use Amendment for the Pride of Palatine and Urban Counter restaurant.

Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Urban Counter Located at 1400 W. Algonquin Road

BACKGROUND:
On this evening's agenda is a Special Use Minor Amendment for the existing quick-serve restaurant attached to the PRIDE of Palatine Gasoline Station at 1400 W. Algonquin Road, Urban Counter. Urban Counter currently offers food items such as hot dogs, burgers, and salads. The PRIDE Stores, Inc. wish to apply for a Class G (Beer and Wine) liquor license for this quick-serve restaurant. The proposed hours of operation are Monday through Friday, 6 AM to 7 PM; Saturday, 7:30 AM to 3 PM.

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

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

RECOMMENDATION:
Approve an Ordinance increasing Class G Restaurant (Beer & Wine) Liquor Licenses by one for a total of 13.

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

Consider an Ordinance Granting a Special Use Transfer for the Continued Operation of a Package Liquor Store at 741 W. Palatine Road

The Subject Property is zoned Planned Development and contains the existing J&J Liquor store. Pavan Patel, of Esplande LLC., is requesting a transfer of the existing approximately 1,600 square foot package liquor store. Therefore, the Petitioner is requesting approval of the following:

Transfer of Special Use #O-86-10 to permit the continued operation package liquor store, for Esplande LLC at 741 W. Palatine Road

KEY ISSUES

- A Special Use for the liquor store (Sunny Liquors) was originally granted in August 2010 (Ordinance #0-86-10) and subsequently transferred in 2016 to J&J Liquors Inc. (#O-74-16).
- The Petitioner has proposed no changes to store operations or floor plan.
- The Petitioner has proposed the following hours of operation (which are consistent with the store's existing hours of operation): Monday - Thursday from 10 AM to 11:30 PM, Friday & Saturday from 10 AM to 12 AM, and Sunday from 10 AM to 11 PM.
- A condition of the transfer limits any sale of CBD products and requires the owner to coordinate with the Police Department for appropriate security hardening measures.
- Any significant changes to the floor plan or business operations will require Village Council review.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the transfer of the Special Use Ordinance #0-86-10 to Pavan Patel, of Esplunde LLC.

ACTION REQUIRED:

Motion to approve an ordinance transferring Special Use Ordinance #0-86-10 to Pavan Patel, of Esplande LLC. to permit the continued operation of a liquor store at 741 W. Palatine Road.

Consider an Ordinance Granting a Special Use for a Side Yard Setback Reduction at 1101 S. Smith Street

This item was reviewed by the Village Council on February 10, 2025, and continued to March 10, 2025. In the interim, the Petitioner has provided detailed plans for the garage addition. Staff has reviewed the plans submitted and determined they are sufficient for the work that was completed. If the requested relief for the garage addition is approved, the Petitioner must complete the Village's building permit application process.

BACKGROUND:
The Subject Property is zoned R-1 Single-Family Residential and contains approximately 22,000 square feet (0.5 acres). It was annexed in 1990, and the attached garage was built in 2021 with the minimum setback (15 feet) from the side lot line.

The Petitioner subsequently constructed an addition, without a permit, on the south side of the garage that now encroaches into the required minimum 15-foot side yard setback. Therefore, the Petitioner is requesting approval of the following:

> **Special Use to permit an addition to be set back 5 feet from the side yard lot line, instead of the minimum required 15 feet.**

KEY ISSUES:
- The constructed addition does not comply with the minimum required 15-foot side yard setback. The addition is set back 5.97 feet.
- The addition is approximately 133 square feet, with a maximum height of 9.25 feet. The Petitioner indicates this is used for storage of lawn furniture and materials only.
- Both building and lot coverage are below the required 25% building and 35% lot coverage limitations at 11% and 25%. As part of the review, Staff notes that there are other locations on the .5 acre property where a shed could be placed without any required zoning relief.

ALTERNATIVES:
1. Approve the Special Use to permit an addition to encroach into the required side yard setback.
2. Do not approve the Special Use to permit an addition to encroach into the required side yard setback.

RECOMMENDATION:

Public Hearing**:**	PZC meeting on January 28, 2025.
Residents testifying:	1: Neighboring property owner spoke in support of request.
Vote:	The PZC voted 4-3 to approve the Special Use. Staff recommends denial of the setback reduction.

ACTION REQUIRED:
A motion to approve the ordinance granting a Special Use to permit a side yard setback reduction at 1101 S. Smith Street.

Consider an Ordinance Authorizing the Village Manager to Execute a Redevelopment Agreement Between the Village of Palatine, M & K Automotive Inc., and 1400 Dundee, LLC for the Property at 1400 E. Dundee Road

BACKGROUND:
The Subject Property, containing approximately 4.9 acres, is located at 1400 E. Dundee Road and contains the existing McGrath Arlington Kia Dealership. The Petitioner, M & K Automotive Inc. and 1400 Dundee, LLC, are proposing to remodel and expand the existing Kia dealership and construct related site improvements. To help facilitate the proposed development, the Petitioner is requesting approval of the following:

> **Ordinance authorizing the Village Manager to execute a Redevelopment Agreement with M & K Automotive Inc. and 1400 Dundee, LLC for the property located at 1400 E. Dundee Road.**

KEY ISSUES:
A key component to allowing for the significant expansion of the dealership and their inventory will be the installation of underground storm water detention due to the requirements of the Metropolitan Water Reclamation District (MWRD). The MWRD requirements will add approximately $1.5 million to the project costs. Without the underground detention, the dealership would not be able to fully expand and have surface area for inventory. Additionally, the expansion requires an upgrade to the electric service to the property. The TIF assistance will help the dealership cover these extraordinary costs.

Developer Obligations:
- The Petitioner shall develop the site in general compliance with the plans included within the Redevelopment Agreement.
- The project must be completed by October 31, 2026.

Village Obligations:
- The Village shall provide a maximum total of $1,777,350 in TIF assistance for the reimbursement of TIF eligible expenses, as specifically outlined in the Redevelopment Agreement, related to the proposed remodel and expansion of the existing Kia dealership and related site improvements. TIF assistance will be made on an annual pay-as-you-go basis, based on the increment generated by the project. Through the pay-as-you-go basis, there is no financial risk to the Village.

ALTERNATIVES:
1. Approve the ordinance.
2. Do not approve the ordinance.

RECOMMENDATION:
Staff recommends approval of the ordinance authorizing the Village Manager to execute a Redevelopment Agreement with M & K Automotive Inc. and 1400 Dundee, LLC for the property at 1400 E. Dundee Road.

ACTION REQUIRED:

Motion to approve the ordinance authorizing the Village Manager to execute a Redevelopment Agreement, subject to review and approval by the Village Attorney.

Consider a Motion to Award a Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility for 2025

BACKGROUND:
A Request for Proposals (RFP) was issued for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility. The previous contract was terminated due to performance issues with the vendor. Nineteen vendors attended the mandatory walk through of the facilities. Compliance with conditions of the RFP, cost of services, quality assurance, municipal experience, and reference checks were the factors weighed most heavily when assessing the proposals.

KEY ISSUES:
- On Tuesday, March 4, 2025, 14 proposals were received. Proposals were reviewed by Public Works staff to determine the best service alternatives.
- The low responsive and responsible vendor was Vega Building Maintenance, Incorporated of Romeoville, Illinois.
- The monthly cost for the Police Headquarters will be $2,725.30 and the Combined Service Facility will be $1,620, for a total monthly price of $4,345.30.
- The term of the contract would be for the remainder of 2025 (approximately nine months), with options to renew for two additional two-year periods for 2026 and 2027 and for 2028 and 2029. Advisory pricing for 2026 was requested in the RFP and Vega proposed no increase.
- The Village employs one other contractual cleaning company for the Train Station, Parking Deck, and Village Hall. Their contract ends at the end of 2026.
- The Police Headquarters will continue to receive service five days per week and the Combined Service Facility will receive service three days per week.

ALTERNATIVES:
1. Award the contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility to Vega Building Maintenance.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends that the contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility be awarded to Vega Building Maintenance for 2025 and authorize the Village Manager to extend the contract through 2026 subject to favorable performance. This would align this contractual cleaning contract's expiration to the same expiration as the second contractual cleaning company the Village now uses.

BUDGET IMPACT:
Funds have been appropriated in the 2025 Public Works Operating Budget to accommodate these services. Awarding to this vendor will result in savings of almost $15,000 from our remaining budgeted amount. If performance is favorable and an extension is sought, the annual price in 2026 would be $52,143.60.

ACTION REQUIRED:
Motion to award the contract for Janitorial Maintenance Services for the Police

Headquarters and Combined Service Facility to Vega Building Maintenance, Incorporated of Romeoville, Illinois in the amount of $39,107.70 for 2025 and $52,144 in 2026.

Consider a Resolution to Authorize an Intergovernmental Agreement Between the Village of Palatine and the Illinois Public Works Mutual Aid Network for Mutual Aid and Assistance

BACKGROUND:
Since 2010, the Village has been a member of the Illinois Public Works Mutual Aid Network (IPWMAN). IPWMAN is an organization that coordinates statewide to connect members with mutual aid assistance during times of emergency or natural disasters. Members can request assistance in the form of equipment, personnel, or materials through IPWMAN, which notifies other participating agencies of the request. The Board of Directors of IPWMAN recently approved a revised intergovernmental agreement, which requires all communities desiring to continue their membership to approve.

Public Works has requested assistance twice since being a member, most notably in 2014 for clean-up after a major wind storm caused extensive Village-wide damage. Public Works has also responded to eight other communities' requests for assistance, most recently in 2022 when Streamwood experienced high winds and needed help with storm cleanup.

KEY ISSUES:

- The changes from the current agreement to the new agreement include:
  - Clarifying that mutual aid is not just for emergencies. Members currently can assist each other on a day-to-day basis with equipment and personnel, and the new agreement expressly provides authority for this practice.
  - Revising the IPWMAN agreement and bylaws to eliminate the corporate entity. Current bylaws provide for governance of IPWMAN by a not-for-profit corporate entity rather than a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Eliminating the corporation resolves issues related to asset ownership, liability, and tort immunity.
  - Revising the process for any future amendments. Members may propose an amendment to the board of directors and if approved, the proposed amendment will be sent to the entire membership for approval. If at least 60% of members approve the amendment, a new intergovernmental agreement would be sent to all members for adoption.
- The key terms of the original agreement remain unchanged. They include:
  - During an emergency, members may request assistance from other members with appropriate resources. Membership provides access to a network of agencies with diverse resources during times of need when other local communities may also be overwhelmed.
  - No cost for the first five days of assistance. The agreement includes reimbursement protocols after the first five days or if the disaster becomes eligible for FEMA or IEMA aid.
  - IPWMAN has a defined operation plan that expedites the arrival of aid with one phone call to IPWMAN versus multiple calls to other agencies.

  - No obligation for members to respond to requests for assistance. Responses are completely voluntary.
  - No liability on the Village's behalf for not responding, or for any claim, demands, liabilities, losses, or suits in law or equity brought by a third party.
- An annual membership fee of $250 is required to be part of IPWMAN.

ALTERNATIVES:

1. Approve the Intergovernmental Agreement between the Village of Palatine and the Illinois Public Works Mutual Aid Network.
2. Reject the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends adopting a Resolution authorizing the Intergovernmental Agreement between the Village of Palatine and the Illinois Public Works Mutual Aid Network for mutual aid assistance.

BUDGET IMPACT:

Funds have been appropriated in the 2025 Public Works Operating Budget for the membership fee and are anticipated to be included in future operating budgets.

ACTION REQUIRED:

Motion to adopt a Resolution authorizing the Intergovernmental Agreement between the Village of Palatine and the Illinois Public Works Mutual Aid Network for mutual aid assistance.

Consider a Motion to Waive Night Construction Restrictions for the Salt Creek Streambank Stabilization Project

BACKGROUND:
Salt Creek, from west of Clark Drive to east of Williams Drive, has experienced significant bank erosion, and a contract was awarded to improve this condition. The scope of work includes grading and reshaping of banks; stone toe, cross vane, and gabion basket installation; seeding of floodplain tolerant native plants; tree removal; and replacement or reconstruction of existing storm sewer outfall structures.

The Village of Palatine awarded a contract for the work to V3 Construction. To ensure the project is completed efficiently and on schedule, bypass pumping of Salt Creek will be required.

Section 6-32 of the Palatine Code of Ordinances prohibits any construction between the hours of 8 P.M. and 7 A.M., with the exception of Sundays when operations may not commence before noon if construction activities generate loud or annoying noises. In order to accommodate the construction schedule as proposed by the contractor and to limit the duration this project would impact the community; the contractor has requested relief from Section 6-32 of the Village Code of Ordinances.

KEY ISSUES:
- Bypass pumping of Salt Creek is required to complete the work efficiently and on time.
- Pumping operations will take place 24 hours a day during most of the construction period in a series of stages. The pumps will be placed in at least 4 different locations during construction.
- The project will utilize two DV200cSA centrifugal pumps 8” trash transfer pumps, enclosed in sound-dampening cabinets, with noise levels ranging from 70 dB at load from 30 feet. Traffic noise is typically in the 50 dB range.
- The contractor will be required to notify all affected residents at least 24 hours in advance of any pumping activities.
- Pumps will only be run during bypass required periods of the project.
- The need for bypass pumping was reviewed in the pre-construction open house held with the neighborhood in February.

ALTERNATIVES:
1. Waive Section 6-32 regarding night operations.
2. Refer the matter back to staff for further review and recommendations.

RECOMMENDATION:
Staff recommends waiving Section 6-32 regarding night operations.

ACTION REQUIRED:
Motion to waive Village Code of Ordinances Section 6-32 regarding night operations restrictions for the duration of the Salt Creek Stream Bank construction project.