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

FEBRUARY 20, 2023

Regular Meeting **7:00 PM**

I. ROLL CALL – Time: 7:00 PM

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

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

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

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

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

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

1. Village Council & Committee of the Whole - Special Meeting - February 13, 2023 **- Accepted**

2. Village Council & Committee of the Whole - Regular Meeting - February 13, 2023 **- Accepted**

IV. MAYOR'S REPORT

1. As Submitted **-**

Mayor Schwantz announced upcoming events:

Thursday, February 23: 9 AM
Palatine Fire Department Ceremony honoring fallen firefighters on the 50th Anniversary of the Ben Franklin Store fire
Firefighters Memorial - corner of N. Brockway and W. Slade Street

Friday, February 24: 5:45 PM - 8 PM
American Legion Fish Fry
American Legion

Friday, February 24: 4 PM - 7 PM
Knights of Columbus Fish Fry
St. Thomas of Villanova Rowley Center

Wednesday, March 1: 8 AM - 9 AM
State of the Village
Village Hall Council Chambers

Wednesday, March 22: 7 PM - 9 PM
District 1 and District 2 Residents Spring 2023 Meeting
Village Hall Council Chambers

February 26 - March 5
Palatine Chamber Restaurant Week
The Palatine Area Chamber of Commerce is hosting its First Annual Restaurant Week. Support our local restaurants and enjoy a week of food specials, discounts & offers. The week kicks off with the Palatine Chamber's 1st Annual Chili Cook Off on Sunday, Feb. 26-- a battle between local Palatine restaurants competing for the BEST chili in town!

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:02 PM

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

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

VI. COMMITTEE OF THE WHOLE

A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. 1400 & 1520 E. Dundee Road (Council District: Five)

The motion was to approve Items A. and B.

Community Development Director Mike Jacobs presented McGrath's site plan proposal to remodel and expand the existing Kia facility. A completely new showroom and an accessory detail center will be constructed on the pad of the former building at 1520 E. Dundee. The remodel and expansion of the Kia dealership facility will comply with the B-2 General Business District. Staff recommends the Site Plan Approval Ordinance. Jacobs presented McGrath Kia's request for Resolutions of support for filing a 7c Cook County Tax Classification for the properties to help offset their redevelopment costs and investment of approximately $8,800,000 (not including land acquisition costs). Staff recommends approval.

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

A. Consider an Ordinance Granting Site Plan Approval for the Proposed Redevelopment of the Property at 1400 & 1520 E. Dundee Road **- Motion Carried by Voice Vote** (Council District: Five)

B. Consider Resolutions of Support for the Filing of a 7C Cook County Tax Classification for the Benefit of the Properties Located at 1400 & 1520 E. Dundee Road **- Adopted by Voice Vote** (Council District: Five)

2. Consider an Ordinance Establishing a Downtown TIF District Facade and Interior Improvement Grant Program **- Motion Carried by Voice Vote** (Council District: Six)

With comments and input from the February 6th Council meeting, Village Manager Reid Ottesen and Community Development Director Mike Jacobs presented the proposed Downtown TIF District Facade & Interior Improvement Grant Program's Scope, Project Eligibility, Application Process, and Program Terms which have been revised to include:

- Buildings constructed prior to 1/1/2000, with a majority of 1st floor being *non-residential*.
- Eligible *Interior* Improvement Costs (capped at a maximum of $50,000):
- ADA accessibility improvements
- Significant energy conservation enhancements (consistent with LEED

standards)
- Electrical service upgrades
- Water service upgrades
- Required fire alarm/fire suppression system improvements
- Other extraordinary expenses required by the applicable codes and regulations
- Reimbursement limitations:
- *Sales Tax Generating Use*: 50% of the total eligible expenses (except 25% for costs associated with signage, awnings, or exterior lighting)
- *Non-Sales Tax Generating Use*: 25% of the total eligible expenses

Staff recommends approval of the ordinance.

Ottesen reiterated that this focuses on life-safety issues, ADA compliance, not HVAC expenses. Bathroom fixtures (cosmetic features) would not be covered, new piping would be.

Mayor Schwantz recommended delaying acceptance of the video gaming establishments for a year, letting the other businesses who have not received additional income from gaming benefit first.

Ottesen noted the non-sales tax generating businesses will benefit 25% for costs.

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

3. As Submitted **-**

Nothing was submitted.

B. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:12 PM

GREG SOLBERG, CHAIRMAN

1. Consider an Ordinance Amending Chapter 5 Animals of the Code of Ordinances of the Village of Palatine **- Motion Carried by Roll Call**

Deputy Village Manager, Hadley Skeffington-Voss presented three proposed amendments within Chapter 5 Animals: backyard chickens, vicious dogs and pet registration. Staff is recommending amendments to strengthen language restricting vicious dogs in Palatine. At the August 1, 2022 Council Meeting, a mid-year financial review included the discontinuation of the Village vehicle sticker program and pet licenses. Staff is recommending replacing a pet license with a pet registration.

At the November 21, 2022 Council Meeting, the backyard chicken discussion was broken into two areas: the appropriate zoning process if backward hens are allowed, and the minimum criteria to be considered. Staff has prepared an Ordinance that keeps the process for application as it is currently, requiring a Special Use for a Unique Use, and establishing a minimum set of criteria that must be met before applying for consideration. Licenses will only be issued to single family residences (owner occupied) zoned R-1, R-1A, R1-B, R-1C, R-2 or otherwise meet the standards of those zoning standards. The Village will send consent forms to abutting owners to provide consistent information. "Abutting" properties will be determined solely at the discretion of the Village Manager and Director of Community Development. Staff recommends approval of the Text Amendments to Chapter 5 related to vicious dogs, animal registration and general matters. As it relates to backyard chickens, staff reserves the policy decision to Village Council discretion but recommend the following criteria:

- Chicken Keeping License ($75 1st year / $50 years thereafter)
- IL Dept. Ag Livestock Premises Registration
- Maximum of six (6) chickens
- No roosters
- Solid 6 ft. fenced rear yard
- Fenced chicken "run" required; chickens confined to coop or enclosed "run" at all times
- Single family residential zoned R-1, R-1A, R-1B, R-1C, R-2 and owner occupied
- Coop set back min. 15 ft. side yard and 15 ft. rear yard
- Minimum 10 ft. from any primary structure and not abut primary structure
- Coop located in rear yard
- Coop not located in easement
- Building permits for henhouse/coop (as applicable)
- 2x per year inspection 1st year (reduces thereafter)

Councilman Solberg noted of the abutting neighbors, if one does not respond, it would receive a second notice, and then would be considered a yes, giving permission on the prevailing side. Councilman Solberg felt it should be considered an objection.

Ottesen felt it should be considered a consent, and not stop the process from moving forward. This neighbor would still be able to come forward to object at the public hearing.

Councilman Solberg clarified that currently the code prohibits chickens, but this action would allow hens as a unique accessory use.

Skeffington-Voss clarified that 4 square feet is required for each chicken in the living area, being the coop and run.

Mayor Schwantz recognized staff for the work that went into this proposed ordinance. It is an all or nothing proposal in the Mayor's estimation.

Councilman Millar noted staff is in charge of ushering a proposal forward to Council and staff is the enforcer.

Ottesen stated pets are to be registered, and some language addresses vicious dogs for enforcement.

Ottesen stated chickens are prohibited, but this is establishing a zoning process to apply for a Special Use as a Unique Use.

Councilman Kozlowski expressed hesitation regarding the process, expecting residents to go ahead, get chickens, then ask for forgiveness.

Ottesen stated that 3 weeks is plenty of time for mail to be forwarded to any out of town neighbors. The Village will be the entity responsible for sending and receiving the consent responses from abutting neighbors.

Councilman Kozlowski voiced concern regarding potentially attracting coyotes and other predators, seeing the introduction of chickens as a public safety issue.

Councilman Solberg noted the alternative is a straight out prohibition.

Ottesen and Village Attorney Brankin stated this was an effort to establish minimum standards for consideration for approval. This presents the gate-keeping criteria to let the residents know if they meet the minimum requirements.

Councilman Lamerand noted the difficulty in that the lack of response is potentially considered approval.

Ottesen and Brankin stated change in the code is necessary, this states chickens are prohibited, if you want to have chickens, these are the minimum criteria to begin the process of requesting consideration for a Unique Use in a Special Use. If this is voted down, staff will have to revise the Zoning Code and the Code of Ordinances to be in agreement.

Councilman Lamerand stated this gives residents a better idea of what we are looking for to allow chickens in Palatine.

Inde Mazza, 717 Middleton Court, spoke in favor of raising chickens in Palatine, listing the benefits.

Mallory Miller, Inde's mother, stated she appreciates the rules and guidelines for the compromise offered by the Council and the staff and based the

process on democratic principles and personal rights. She cited a Lisle court case, objecting to the neighbors' right to deny chicken ownership. Believing neighbor consent is an infringement on individual rights, citing John Locke and Thomas Jefferson.

In response to Councilman Solberg, she stated that Rolling Meadows has 7 chicken owners of 25 permits are available. Des Plains has 100 permit limit. The fear of mass chicken population is not valid.

Mary Stuben, Palatine, encouraged the Council to pass this Ordinance, noting the benefits of eggs and chicken companionship, the diversity of size and varieties. She noted the desirability of freedom in the fenced yard and the nature of chickens is to stay near the coop. She opposes the neighbor consent requirement, while following public safety standards.

Jewel Kern, 124 W. Pleasant Hill Blvd., Palatine, noted chickens were the answer to eradicate tics. Chickens are safe from predators in the coop.

Melissa Bixby, 917 N. Coolidge, on a 1/2 acre, does not want chickens but supports those who do. She opposes special requirements.

Julie Picchiotti, 939 N. Franklin Ave., reported area limits in effect: 46 licenses in Naperville, 28 in Evanston, 19 in Highland Park, 2 in Rolling Meadows, and other communities. She appreciates the consideration of staff and the Council.

Councilman Kozlowski clarified that hens cannot run free in the yard. He noted the discrepancies in the code noting prohibition, but how chickens can be allowed.

Ottesen stated Zoning Codes and the Code of Ordinances would be corrected if passed.

Councilman Solberg noted this action would codify what is already being done in Palatine.

Ottesen noted conditions A-S. Due process is necessary for both sides to protect everyone's rights. Ottesen stated it is unlawful for a dog to be running at large in the Village. Any dog off owner's property must be on a leash held by the owner.

Ottesen clarified voting this down tonight will prohibit chickens in Palatine. A yes vote clarifies minimum criteria for anyone wanting chickens and will have to come before the Council for a Special Use as a Unique Use. Staff did not consider a cap on the number of licenses. It would be something to amend if this item passes.

RESULT:	**MOTION CARRIED BY ROLL CALL [5 TO 1]**
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg
NAYS:	Kozlowski
ABSENT:	Helms

2. As Submitted **-**

   Nothing was submitted.

C. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 8:11 PM

BRAD HELMS, CHAIRMAN

1. Consider a Resolution Granting a Time Extension for Ordinance #O-16-22 for the Previously Approved Drive-Through Popeyes Restaurant at 1142 E. Dundee Road **- Adopted by Voice Vote** (Council District: Four)

   Community Development Director Mike Jacobs presented Popeye's restaurant request for an extension of the Special Use to August 22, 2023, for time to obtain a building permit and building materials for the proposed restaurant. All conditions of the Special Use and Variation remain in effect. Staff recommends approval.

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

2. Consider an Ordinance Amending Section 18-81 of the Code of Ordinances to Amend the Existing No Parking Restriction on Rohlwing Road between Carpenter Drive and Mill Valley Road **- Motion Carried by Voice Vote** (Council District: Six)

   Due to changes in District 15 school hours, Public Works Director Matt Barry presented District 15's request to restrict parking on North Rohlwing from 8AM - 9:30AM and 3:30PM and 5PM on school days to accommodate parent drop off and pick up. The Police Department and the Traffic Engineering Committee observed the area and recommend the proposed change.

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

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

   Village Manager Reid Ottesen recommended changes to Chapter 3 to ensure the Alcoholic Beverage licensing process is efficient and effective. He introduced Officer Michael Dibble as the officer who will be assigned to this area:

- transition the Alcoholic Beverage Server Seller (ABSS) permit online into Energov

- conduct a background check (via fingerprinting) on owners, servers, and sellers of liquor establishments every three (3) years, in conjunction with their BASSET and ABSS renewal, except for B-1 (Grocery store), B-2 (General Merchandise store) and B-3 (Drug Store) liquor establishments, exempted based on being part of a large corporation.

  Staff recommends approval. Gaming licenses will be addressed in the future.

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

4. As Submitted **-**

   Nothing was submitted.

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 8:15 PM

DOUG MYSLINSKI, CHAIRMAN

1. Consider a Motion Authorizing the Village Manager to Execute a Contract for Architectural and Engineering Services for the Remodeling of Fire Stations 82 and 85 **- Approved by Voice Vote**

   Public Works Director Matt Barry reported as part of the 2022 Capital Improvement Program, American Rescue Plan Act (ARPA) funding was appropriated to begin the process to design an addition and remodel Fire Station 82 and Fire Station 85.

   The administrative functions are proposed to relocate to Station 82, requiring

a single-story addition to accommodate the new offices, vacate the administrative offices in Station 85 and repurpose into workout and training spaces to support the remaining staff.

Architects, Incorporated of Oak Brook, Illinois, was selected based upon their ability to comprehensively address the project scope. Schematic design is the first phase and recommended for approval at $57,000, plus reimbursables up to $200. Staff recommends approval.

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

2. As Submitted **-**

   Nothing was submitted.

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 8:17 PM

SCOTT LAMERAND, CHAIRMAN

1. Consider a Motion Authorizing the Village Manger to Execute an Agreement for Lead and Galvanized Steel Water Service Line Replacement Design Engineering Services **- Approved by Voice Vote**

   Public works Director Matt Barry reported in 2022, the Village adopted a voluntary lead service line replacement program, which is considered one of the most inviting programs in the region as it covers the majority cost of those who voluntarily replace their lead service line. Fewer than ten of over 600 eligible have applied. The replacements to date have been funded by a grant the Village received from the Northwest Water Commission. The State is offering grant resources up to $4M per community through their revolving loan program for municipalities who choose to accelerate the replacement of lead service lines ahead of their mandatory replacement deadline (replacements to start in 2027). We can be more competitive and be better positioned for a state grant by preparing a design now. A qualification-based selection process was followed to select Robinson Engineering for this project which will be fully funded by the Northwest Water Commission Grant, using only 20% of the available grant. Staff recommends approval.

   In response to Councilman Kozlowski, Barry explained the survey of residents to identify lead supply lines.

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

2. As Submitted **-**

   Nothing was submitted.

F. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 8:20 PM

TIM MILLAR, CHAIRMAN

1. As Submitted **-**

   Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 8:20 PM

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

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

VIII.CONSENT AGENDA

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

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

1. Consider a Motion to Approve 2023 Warrant #4 **- Approved**

2. Consider an Ordinance Granting Site Plan Approval for the Proposed Redevelopment of the Property at 1400 & 1520 E. Dundee Road **- Approved** (Council District: Five)

   Ordinance #O-12-23

3. Consider Resolutions of Support for the Filing of a 7C Cook County Tax Classification for the Benefit of the Properties Located at 1400 & 1520 E. Dundee Road **- Adopted by Roll Call** (Council District: Five)

   Resolution #R-3-23
   Resolution #R-4-23

4. Consider an Ordinance Establishing a Downtown TIF District Facade and Interior Improvement Grant Program **- Approved** (Council District: Six)

   Ordinance #O-13-23

5. Consider a Resolution Granting a Time Extension for Ordinance #O-16-22 for the Previously Approved Drive-Through Popeyes Restaurant at 1142 E. Dundee Road **- Adopted by Roll Call** (Council District: Four)

   Resolution #R-5-23

6. Consider an Ordinance Amending Section 18-81 of the Code of Ordinances to Amend the Existing No Parking Restriction on Rohlwing Road between Carpenter Drive and Mill Valley Road **- Approved** (Council District: Six)

   Ordinance #O-14-23

7. Consider an Ordinance Amending Chapter 3 Alcoholic Beverage of the Code of Ordinances of the Village of Palatine **- Approved**

   Ordinance #O-15-23

8. Consider a Motion Authorizing the Village Manager to Execute a Contract for Architectural and Engineering Services for the Remodeling of Fire Stations 82 and 85 **- Approved**

9. Consider a Motion Authorizing the Village Manger to Execute an Agreement for Lead and Galvanized Steel Water Service Line Replacement Design Engineering Services **- Approved**

10. Consider a Motion to Accept Perpetual Storm Sewer Easements at 168 East Old Bridge Road and 174 East Old Bridge Road **- Approved** (Council District: Three)

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

    Resolution #R-6-23

IX. REPORTS OF STANDING COMMITTEE – Time: 8:21 PM

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 8:21 PM

GREG SOLBERG, CHAIRMAN

1. Consider an Ordinance Amending Chapter 5 Animals of the Code of Ordinances of the Village of Palatine **- Motion Carried by Roll Call**

   Mayor Schwantz clarified that this motion includes language changes made in committee.

RESULT:	**MOTION CARRIED BY ROLL CALL [4 TO 1]**
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg
NAYS:	Kozlowski
ABSENT:	Helms

2. As Submitted **-**

   No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 8:22 PM

TIM MILLAR, CHAIRMAN

1. As Submitted **-**

   No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 8:22 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted **-**

   No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 8:22 PM

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted **-**

   No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 8:22 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted **-**

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 8:22 PM

BRAD HELMS, CHAIRMAN

1. As Submitted **-**

No Report

X. REPORTS OF THE VILLAGE OFFICERS – Time: 8:22 PM

A. VILLAGE MANAGER – Time: 8:22 PM

1. As Submitted **-**

No Report

B. VILLAGE CLERK – Time: 8:22 PM

1. As Submitted **-**

No Report

C. VILLAGE ATTORNEY – Time: 8:22 PM

1. As Submitted **-**

No Report

XI. CLOSED SESSION AS REQUIRED – Time: 8:22 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 8:22 PM
No one came forward.

XIII.ADJOURNMENT – Time: 8:22 PM

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

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

Submitted by:

Margaret R. Duer
Village Clerk

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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

FEBRUARY 13, 2023

Village Hall - Council Chambers | **Special Meeting** | **6:30 PM**

I. ROLL CALL – Time: 6:30 PM

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

Also Present:
Village Clerk Marg Duer, Village Manager Reid Ottesen, Village Attorney Patrick Brankin

II. REQUEST FOR CLOSED SESSION

1. Consider a Motion Requesting a Closed Session Pursuant to 5 ILCS 120/2 (C) (2), (11) and (21) **- Approved by Voice Vote**

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

III. ADJOURNMENT – Time: 7:05 PM

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

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

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Feb 13, 2023 6:30 PM (APPROVAL OF MINUTES)

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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

FEBRUARY 13, 2023

Regular Meeting **7:00 PM**

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

I. ROLL CALL – Time: 7:08 PM

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

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

II. PLEDGE TO THE FLAG – Time: 7:08 PM

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

III. APPROVAL OF MINUTES – Time: 7:08 PM

1. Village Council & Committee of the Whole - Regular Meeting - February 6, 2023 **- Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

IV. MAYOR'S REPORT

1. As Submitted **-**

Sunday, February 19: 7:45 AM - 1 PM
Knights of Columbus Blood Drive
St. Theresa Church -- Dolan Center

Thursday, February 23: 9 AM
Palatine Fire Department Ceremony honoring fallen firefighters on the 50th Anniversary of the Ben Franklin Store fire
Firefighters' Memorial -- corner of N. Brockway and W. Slade Street

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:10 PM

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

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

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

BRAD HELMS, CHAIRMAN

1. Consider an Ordinance Approving a Special Use Transfer to Permit the Operation of a Package Liquor Store at 1565 N. Quentin Road **- Motion Carried by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented Purvi Nishant Patel's request for a Special Use Transfer for Inverness Wine and Spirits, including the agreed upon fencing to be installed between the business and the residential development to the north. Staff recommends approval.

In response to Councilman Solberg's questions about the fence, Vyverberg stated the split rail will extend from the sidewalk15 feet to the solid 6 foot high solid wood fence which will extend to the back and shield residents from the shopping center.

Village Manager Reid Ottesen stated the owner of the center is going above and beyond what is required.

Pamela Wilkinson, HOA president, has complained of irresponsible dog owners in the area for years. The fence will help. Headlights will be blocked

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

by board on board fence and will provide separation and safety. She finds it odd that a transfer of the business is requested when it never opened initially.

Ottesen explained the Special Use, that the Village has done due diligence, and does not require another public hearing. The new owner will abide by all conditions of the original Special Use. It has been fully vetted.

Wilkinson questioned the number of employees going from 7 to 2.

Manny Rafidia, S. Barrington, the original petitioner claimed the transfer was based on health issues. He has since bought the land behind the center where he plans to put in 4 new homes for 2 children and 2 nephews. He loves the area as a businessman in Palatine since 1981, he assured everyone that the new owners are experienced.

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

2. Consider an Ordinance Increasing the Number of Class D (Restaurant) Liquor Licenses by One for Relish Catering Kitchen Located at 512 W. Northwest Highway **- Motion Carried by Voice Vote** (Council District: Six)

   Village Manager Reid Ottesen presented the application of petitioner, John Eggert, of Catering with Relish, Inc. for a Class D (Restaurant) Liquor License for the food and beverage concessions at the Palatine Hills Golf Course Club House.

   John Eggert, owner, introduced himself and the company as it expands with special care for first class quality menu and service.

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

3. As Submitted **-**

   Nothing was submitted.

B. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. Consider a Motion to Approve the Temporary Closure of Streets for the St. Patrick's Day Parade and a Waiver of the Village's Sound Amplification Ordinance for a St. Paddy's Party at 180 N. Smith Street on Saturday, March 11, 2023 **- Approved by Voice Vote** (Council District: Six)

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

Village Manager Reid Ottesen presented the request of Durty Nellies and Vicarious Multimedia, for their annual St. Patrick's Day Parade on Saturday, March 11, 2023, requiring approval for the temporary closure of streets for staging and the parade route. Conditions include the requirement for organizers to reimburse the Village for any Police/Fire/Public Works services for the event. Additionally, the Village Manager shall be authorized to cancel due to inclement weather. The post parade event will include a tent and live music from Noon to 10 PM, with the tent remaining open until Midnight. Durty Nellies is requesting a waiver of the Village's Sound Amplification Ordinance from Noon to 10 PM on March 11, 2023.

Jim Dolezal, owner of Durty Nellies, promoted the event.

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

2. Consider a Motion Approving a Waiver of the Village of Palatine's Sound Amplification Ordinance for the St. Pat's Celebration on March 10 and 11, 2023 at Tap House Grill, 56 W. Wilson Street **- Approved by Voice Vote** (Council District: Six)

   Village Manager Reid Ottesen presented the Tap House Grill's St. Pat's Party on March 10 and 11, in a tent on part of the Tap House parking lot with live music/band Friday night; Saturday 10 AM - 10 PM with live music and DJ with Irish-themed food and beer. The proposed hours are Friday 6-11 PM and Saturday 10 AM - 10 PM.

   Scott Ward, Tap House, promoted their tent event for St. Pat's day, noting live entertainment.

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

3. Consider a Motion to Approve Items Related to the Village of Palatine's 2023 Street Fest **- Approved by Voice Vote** (Council District: Six)

   Village Manager Reid Ottesen presented plans for the 23rd annual Downtown Palatine Street Fest, Friday through Sunday, August 25-27, requesting all the temporary waiver approvals for: sound amplification, fees, permits, and licenses; building construction hours; temporary closure of streets; temporary closure of Parking Lot G, I, J, K and L beginning August 25 through Monday, August 28.

   Approval authorizes the Village Manager to enter into contracts/agreements

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

related to the 2023 Downtown Palatine Street Fest.

Ottesen noted Palatine restaurants will be offered Fest space first, if space remains available, it will be offered to vendors from outside Palatine.

Plans are to continue the Towne Square "Backyard Patio" area with satellite bar. The motion includes requesting a Class E Temporary Liquor License.

Tap House owner complimented Palatine's Street Fest and wants to participate with food.

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

4. As Submitted **-**

   Nothing was submitted.

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:34 PM

SCOTT LAMERAND, CHAIRMAN

1. Consider a Motion to Award a Contract for the 2023 Street Resurfacing Program **- Approved by Voice Vote**

   Public Works Director Matt Barry reported forty-three sections of streets were identified for resurfacing, totaling approximately 7.88 miles.

   Cost increases of over 20% were anticipated, but the low bid is 16.5% under the 2023 Adopted Budget of $3,666,828. Staff recommends awarding the contract to the lowest compliant bid, Arrow Road Construction Company of Elk Grove Village, Illinois, in the amount of $3,033,821.38.

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

2. Consider a Motion to Approve a Contract for the 2023 Supplemental Street Resurfacing Project **- Approved by Voice Vote**

   Public Works Director Matt Barry reported the 2023 resurfacing program bid was approximately $580,000 under budget, and recommended that a portion of these project savings be used for resurfacing additional lane miles of Village roadway in a supplemental contract.

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

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

3. As Submitted **-**

   Nothing was submitted.

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:37 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted **-**

   Nothing was submitted.

E. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:38 PM

TIM MILLAR, CHAIRMAN

1. As Submitted **-**

   Nothing was submitted.

F. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:38 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted **-**

   Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:38 PM

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

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

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

VIII.CONSENT AGENDA

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

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

1. Consider an Ordinance Approving a Special Use Transfer to Permit the Operation of a Package Liquor Store at 1565 N. Quentin Road **- Approved** (Council District: One)

   Ordinance #O-10-23

2. Consider an Ordinance Increasing the Number of Class D (Restaurant) Liquor Licenses by One for Relish Catering Kitchen Located at 512 W. Northwest Highway **- Approved** (Council District: Six)

   Ordinance #O-11-23

3. Consider a Motion to Approve the Temporary Closure of Streets for the St. Patrick's Day Parade and a Waiver of the Village's Sound Amplification Ordinance for a St. Paddy's Party at 180 N. Smith Street on Saturday, March 11, 2023 **- Approved** (Council District: Six)

4. Consider a Motion Approving a Waiver of the Village of Palatine's Sound Amplification Ordinance for the St. Pat's Celebration on March 10 and 11, 2023 at Tap House Grill, 56 W. Wilson Street **- Approved** (Council District: Six)

5. Consider a Motion to Approve Items Related to the Village of Palatine's 2023 Street Fest **- Approved** (Council District: Six)

6. Consider a Motion to Award a Contract for the 2023 Street Resurfacing Program **- Approved**

7. Consider a Motion to Approve a Contract for the 2023 Supplemental Street Resurfacing Project **- Approved**

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:39 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:39 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:39 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:39 PM

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:39 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:39 PM

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

X. REPORTS OF THE VILLAGE OFFICERS – Time: 7:39 PM

A. VILLAGE MANAGER – Time: 7:39 PM

1. As Submitted -

   No Report

B. VILLAGE CLERK – Time: 7:39 PM

1. As Submitted -

   No Report

C. VILLAGE ATTORNEY – Time: 7:39 PM

1. As Submitted -

   No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE

No one came forward.

XIII. ADJOURNMENT – Time: 7:39 PM

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

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

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Feb 13, 2023 7:00 PM (APPROVAL OF MINUTES)

Consider an Ordinance Granting Site Plan Approval for the Proposed Redevelopment of the Property at 1400 & 1520 E. Dundee Road

BACKGROUND:
The Subject Property contains the existing McGrath Kia dealership. The dealership owners propose to remodel and expand the existing Kia facility, including a completely new showroom. In addition, the proposed improvements include constructing an accessory detail center on the pad of the former building at 1520 E. Dundee Road. Therefore, the Petitioner is requesting approval of the following:

> **Site Plan Approval to allow for the remodel and expansion of the Kia dealership facility at 1400 & 1520 E. Dundee Road.**

KEY ISSUES:

- The Subject Property, totaling approximately 4.75 acres, is zoned B-2 General Business.
- The proposed buildings comply with all of the B-2 General Business District requirements. The existing showroom will be demolished and a new showroom (12,300 sq. ft.) will be constructed, resulting in a total dealership building size of 27,000 sq. ft. The proposed detail center building will be 5,440 sq. ft.

ALTERNATIVES:

1. Approve an ordinance granting site plan approval to allow for the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.
2. Do not approve an ordinance granting site plan approval to allow for the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.

RECOMMENDATION:
Staff recommends approval of the Site Plan Approval Ordinance to allow the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.

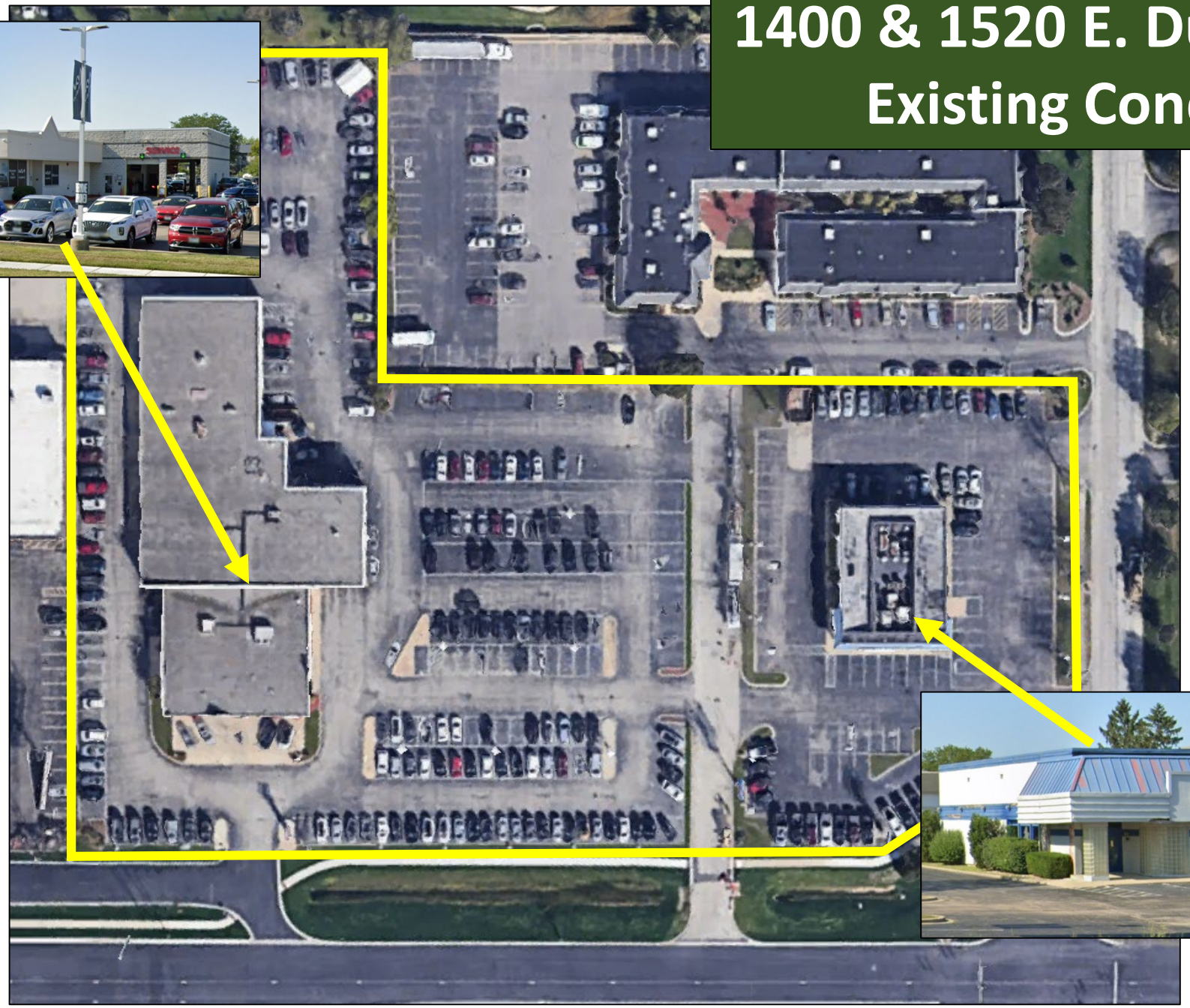
ACTION REQUIRED:
A motion to approve the ordinance granting Site Plan Approval to allow the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.

ATTACHMENTS:

- Kia Existing Conditions
- ORD - Kia Site Plan Approval Feb 20 2023
- Ex A Kia Dealership Facility Site Plan Approval

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

1400 & 1520 E. Dundee Road
Existing Conditions



Attachment: Kia Existing Conditions (2023-11 : Kia Site Plan Review - 1400 & 1520 E.

ORDINANCE NO. _____

AN ORDINANCE GRANTING SITE PLAN APPROVAL FOR
1400 & 1520 E. DUNDEE ROAD

WHEREAS, pursuant to an application for Site Plan approval and public meeting, held on February 20, 2023, the Village Council of the Village of Palatine, in accordance with the Municipal Code of the Village of Palatine, in such case made and provided, has held such public meeting regarding granting site plan approval to permit the remodel and expansion of the Kia dealership, per Section 4.14 of the Palatine Zoning Ordinance, on the properties commonly known as 1400 & 1520 E. Dundee Road.

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: Site Plan approval to allow for the remodel and expansion of the Kia dealership facility at 1400 & 1520 E. Dundee Road, per Section 4.14 of the Palatine Zoning Ordinance, is hereby granted, pursuant to Section 4.14 of the Palatine Zoning Ordinance, subject to the following condition(s):

1. **The proposed improvements shall be consistent with the attached site plans (prepared by SpaceCo Inc.), and floor plans, building elevations, and renderings prepared by the Simon Design Group LLC (collectively "Exhibit A"), except as such plans may be changed to conform to Village Codes and Ordinances.**

SECTION 2: 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 _____, 2023

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

APPROVED by me this _____day of _____, 2023

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this ____day of _____, 2023

_____
Village Clerk

Attachment: ORD - Kia Site Plan Approval Feb 20 2023 (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)

Kia Dealership Facility Site Plan Approval

Exhibit A

Attachment: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)

PARKING COUNT

CUSTOMER PARKING STALLS = 23
SERVICE PARKING STALLS = 36
INVENTORY/DISPLAY PARKING STALLS = 204
ADA PARKING STALLS = 3

TOTAL PARKING STALLS = 266

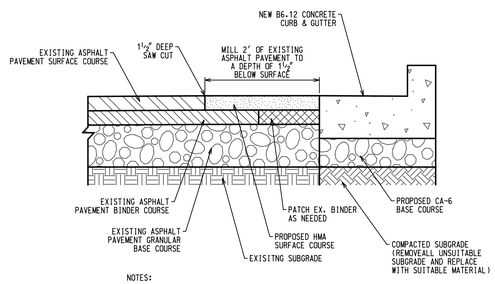
SCALE 1" = 30'
0 30 60

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
- 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
2	09/30/22	PER VILLAGE
1	09/09/22	ISSUE FOR PERMIT
	08/18/22	PER OWNER

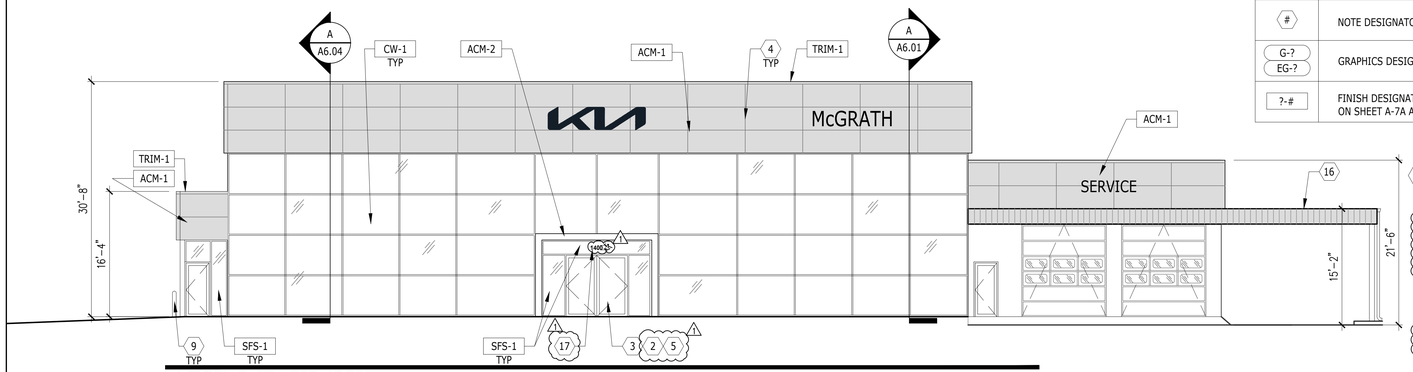
SITE PLAN
MCGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS

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: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)

McGRATH
SERVICE



FRONT ELEVATION
SCALE: 1/8" — 1

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.

C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.

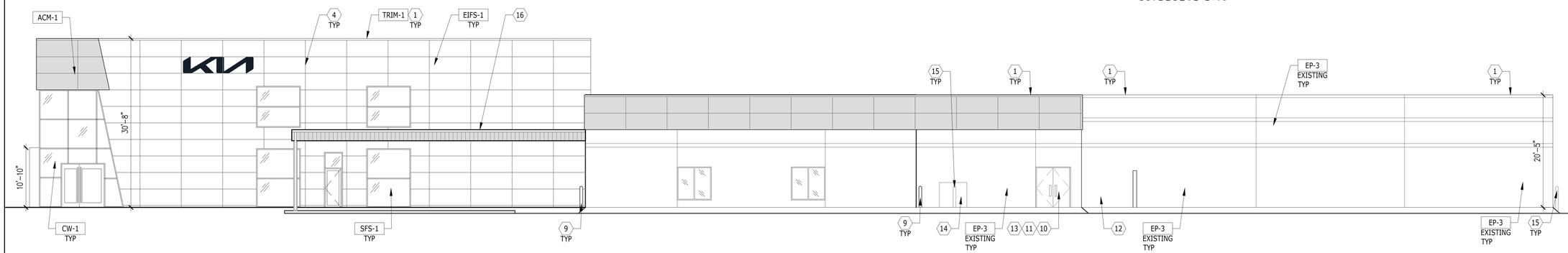
D. ALL SIGNAGE IS SHOWN FOR DESIGN INTENT ONLY. APPROVAL SUBJECT TO LOCAL JURISDICTION. CONTACT KIA FOR INFORMATION ON SIGNAGE PROGRAM AND ONSITE SIGNAGE SURVEY.

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.

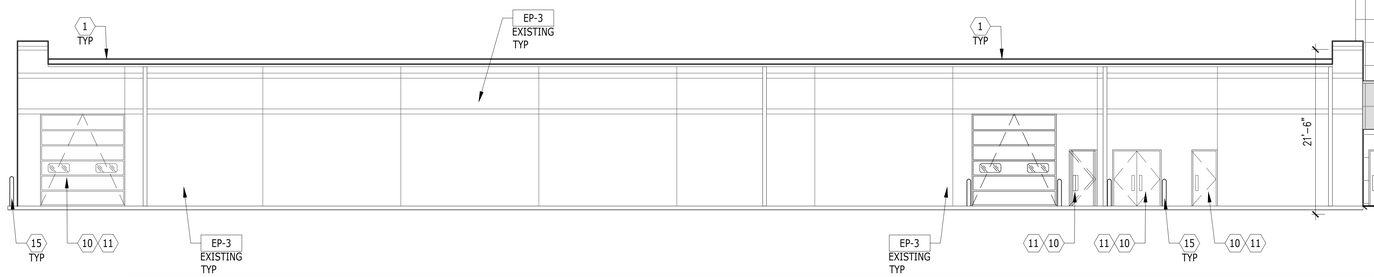
F. ELEVATIONS NOT SHOWN SHALL RECEIVE THE SAME OR COMPLEMENTARY FINISHES TO MATERIALS SHOWN.

G. SEE SHEETS A-1B AND A-5A FOR LIGHTING DESIGN CRITERIA AND LIGHT FIXTURE SCHEDULE.

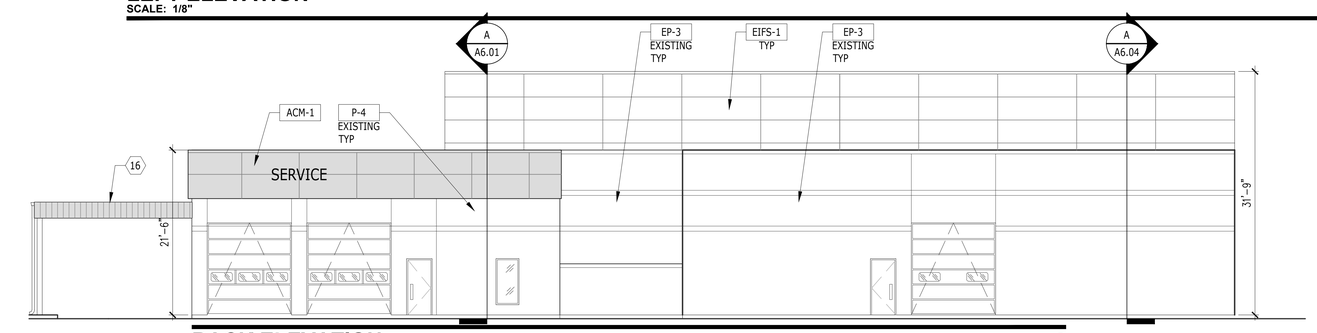
H. EIFS SCORING AND JOINT LAYOUT PER MANUFACTURER REQUIREMENTS.



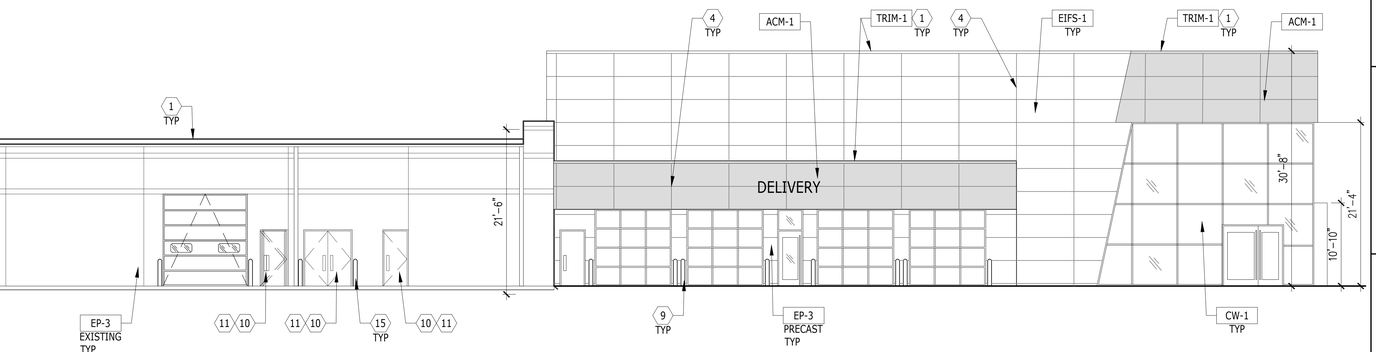
RIGHT ELEVATION
SCALE: 1/8" — 2



LEFT ELEVATION
SCALE: 1/8" — 3



BACK ELEVATION
SCALE: 1/8" — 4



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

EXT. ELEVATION

A04.01

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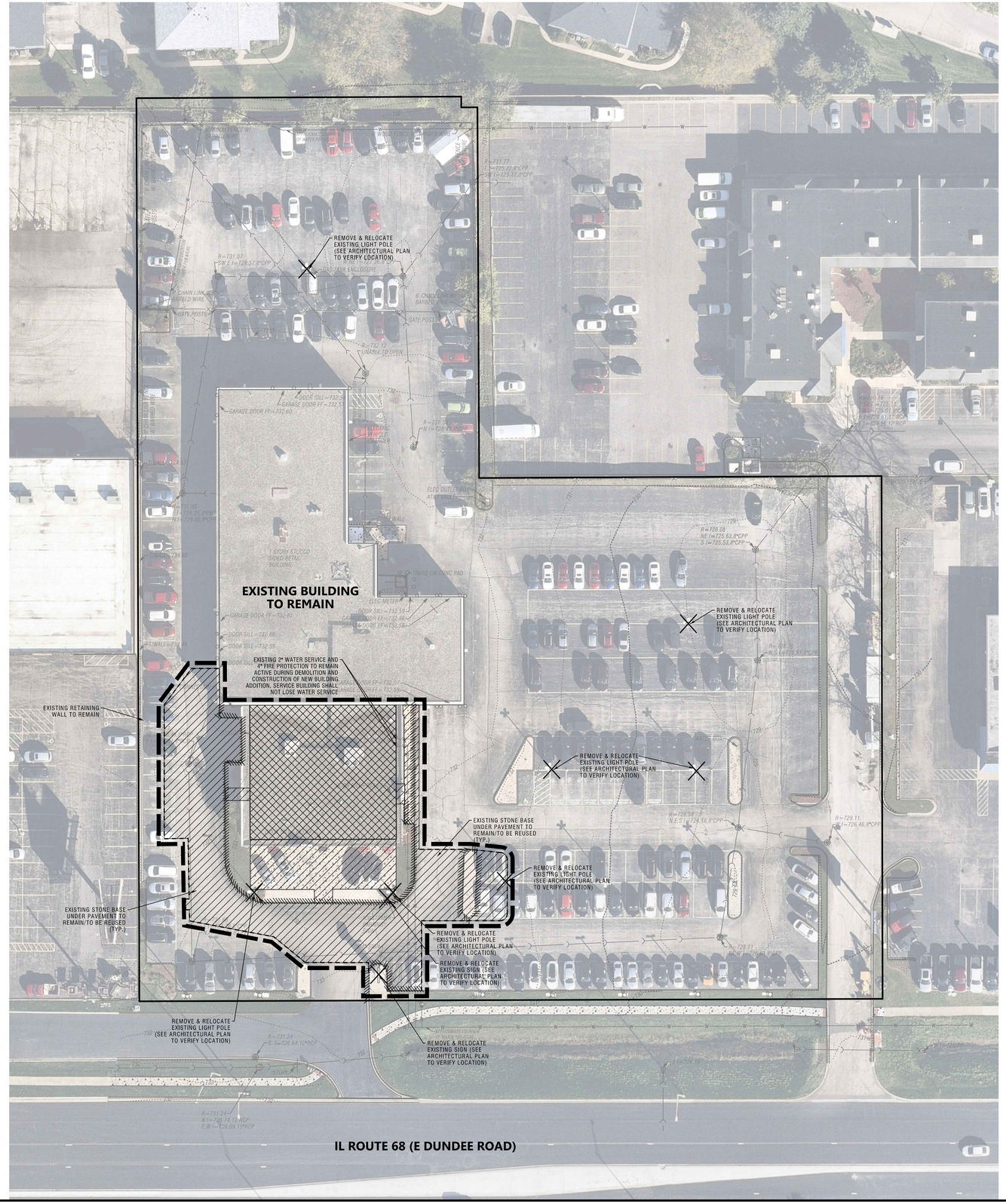
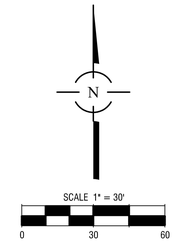
Attachment: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)





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: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)

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.

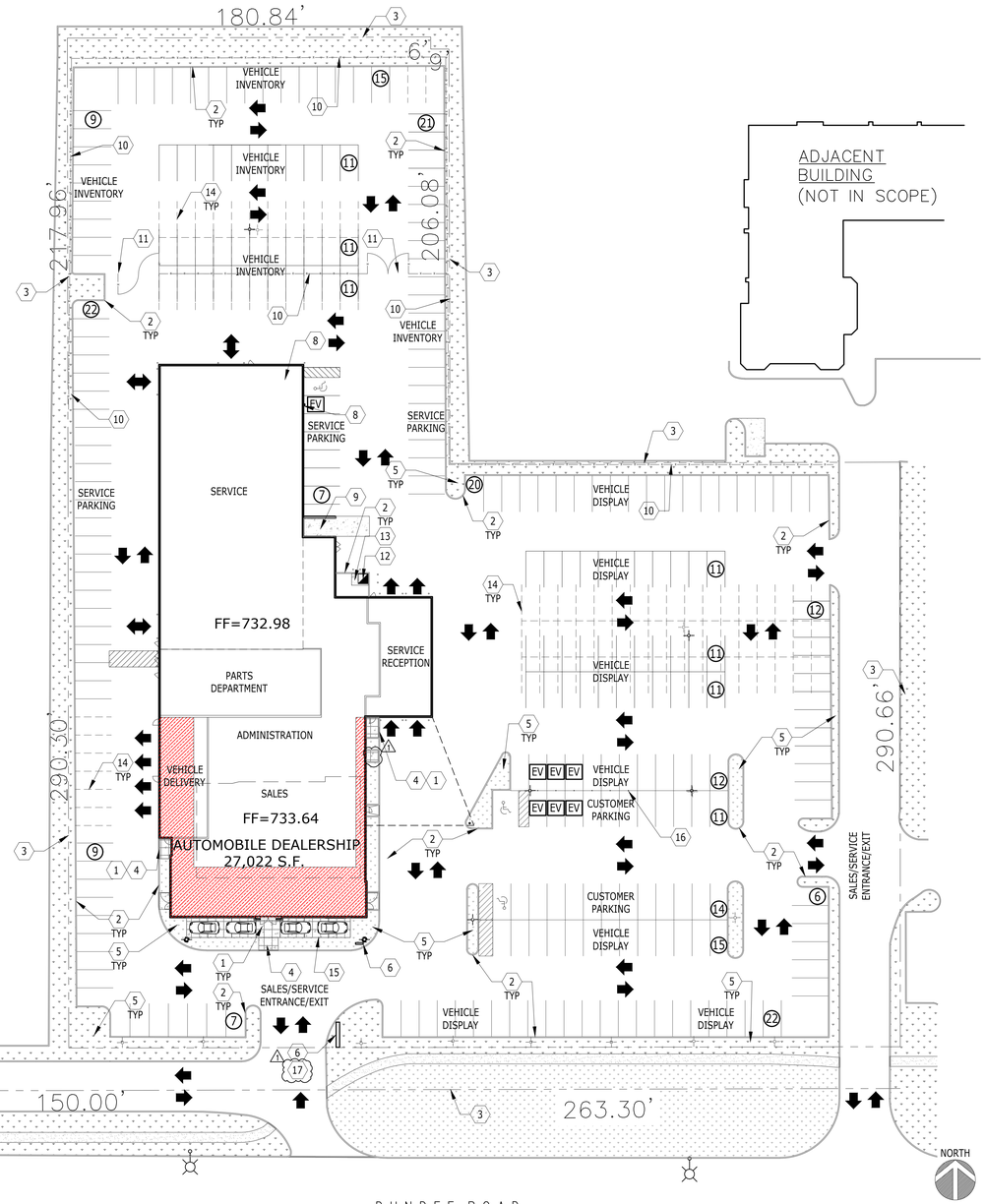
G. SITE SIZE = 3.75 ACRES

H. INDICATES GREEN SPACE/LOW LANDSCAPING

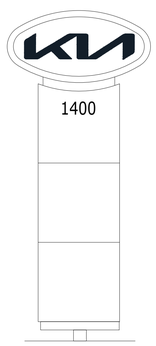
I. INDICATES PROPOSED BUILDING ADDITION OR INFILL

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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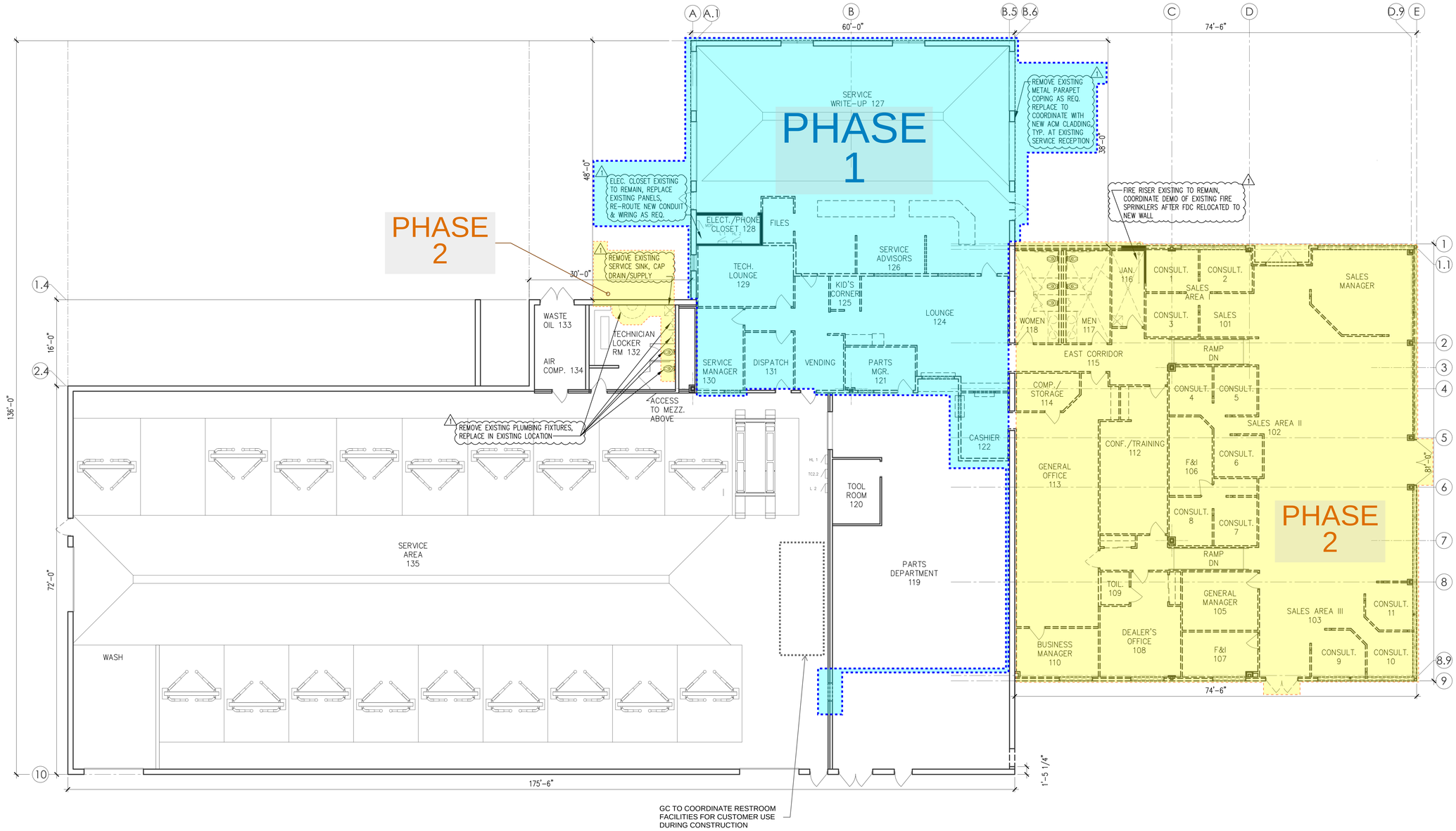

DEMOLITION PLAN - LEVEL 1
SCALE: 1/8"

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
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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 Sept. 23, 2022 – Revised

DEMO
FLOOR PLAN

A01.01

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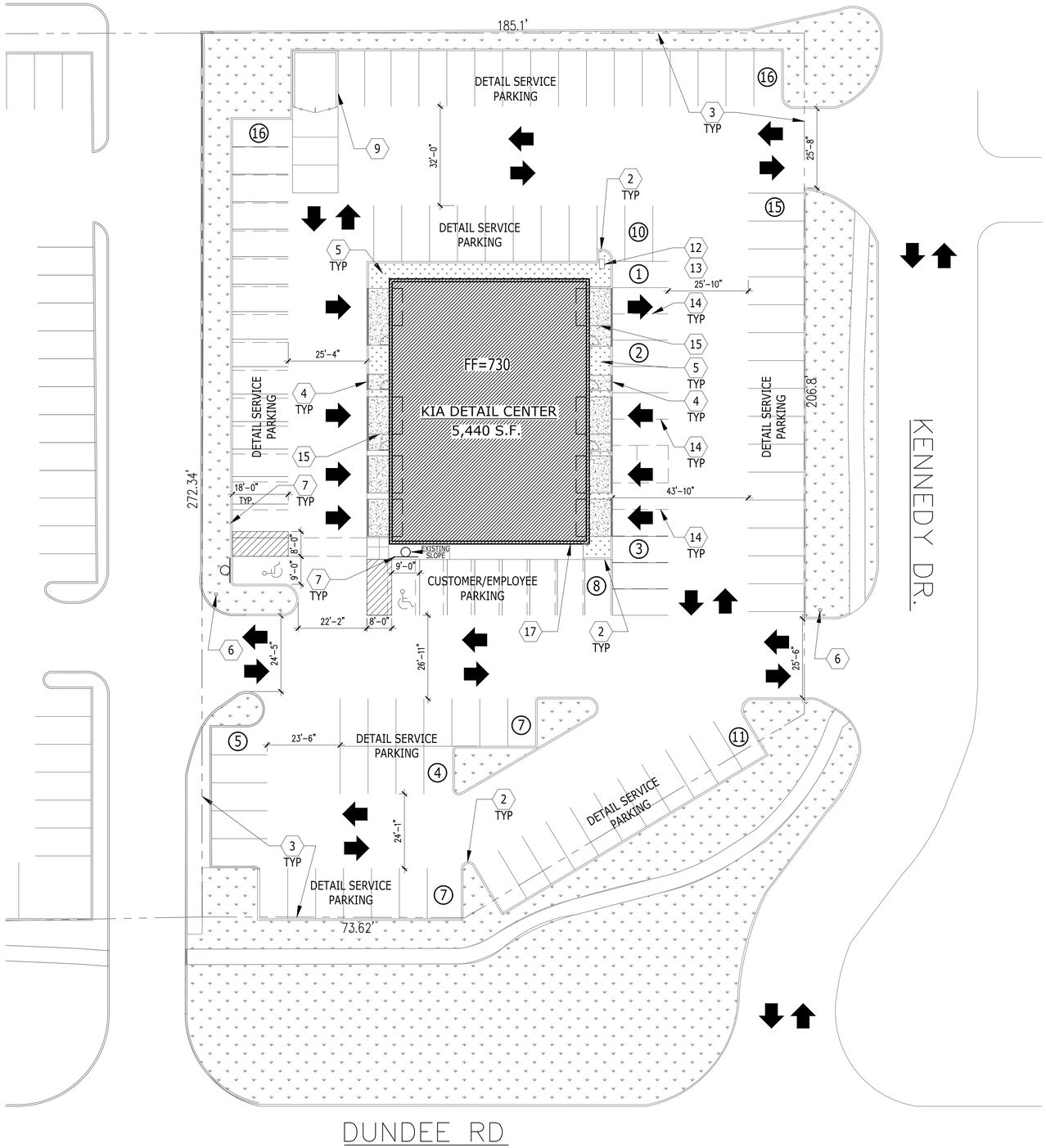
Attachment: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)



ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

1

NORTH

PARKING ANALYSIS

	REQUIRED	PROVIDED
LOT (DETAIL SERVICE)	18	96
EMPLOYEE	9	9
ADA (UP TO 50)	2	2
TOTAL	27	105

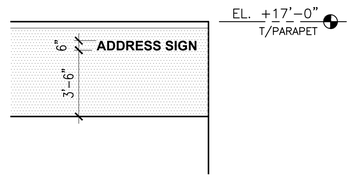
APPENDIX A SEC 703

LEGEND

(#)	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET

(#) DRAWING NOTES

1. NOT USED.
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. APPROX. 2'x1'x3', TO BE REVIEWED UNDER SEPARATE PERMIT.
7. ADA PARKING SIGN.
8. NOT USED.
9. EXISTING TRASH ENCLOSURE.
10. NOT USED.
11. NOT USED.
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. NOT USED.
17. ADDRESS SIGN IN ILLUMINATED CHANNEL LETTERING ATTACHED TO BUILDING, 6"H NUMBERS WITH STROKE THICKNESS OF 1/2" MIN. RE: ADDRESS SIGN DETAIL, THIS SHEET.



ADDRESS SIGNAGE DETAIL
SCALE: 1/4" = 1'-0"

2

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC ARCHITECTURE DESIGN
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Tel: 847-572-3002

Attn: Simon Yu
email: simon__yu@simon-arch.com

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:

ELECTRICAL:

MGH Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

11/18/22 – ISSUE FOR PERMIT
1 01/XX/23 – REVISED PER COMMENTS

1 SITE PLAN

A0.50

Attachment: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)

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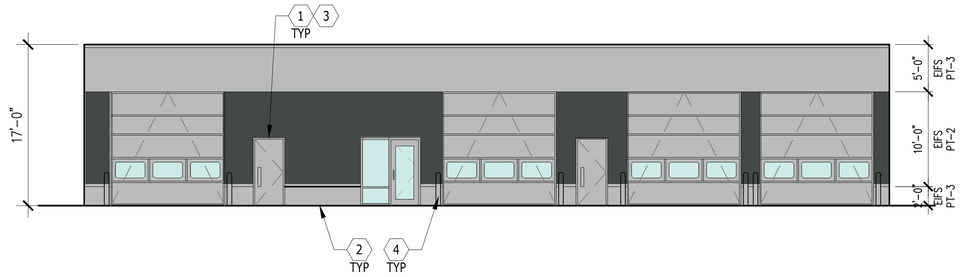
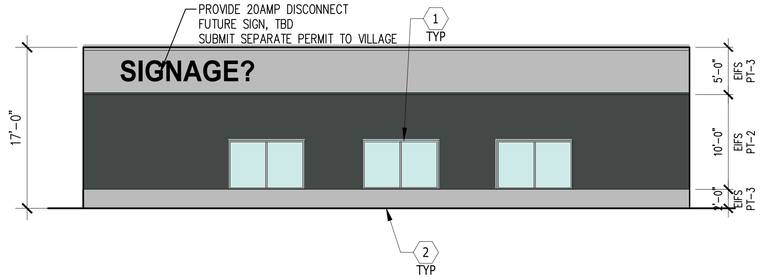
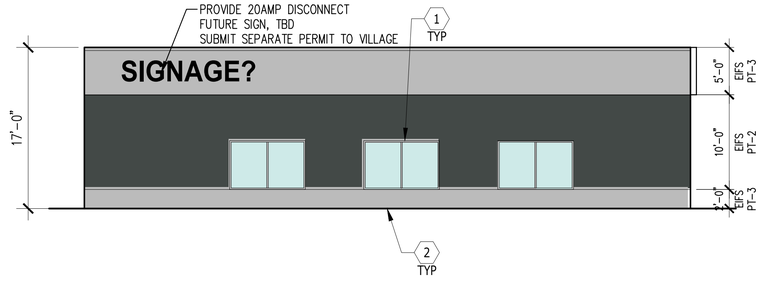


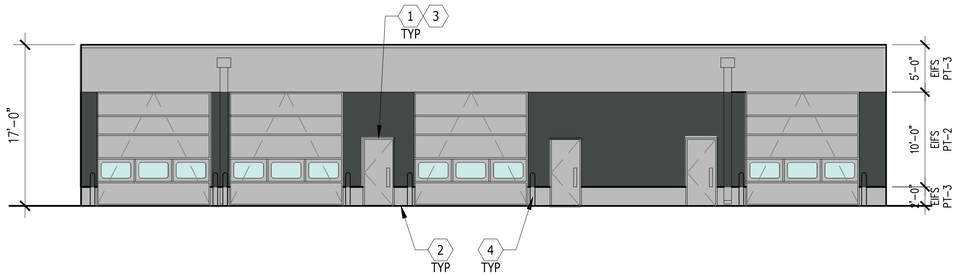
RIGHT ELEVATION 1
SCALE: 1/8"



FRONT ELEVATION 2
SCALE: 1/8"



LEFT ELEVATION 3
SCALE: 1/8"



LEFT ELEVATION 4
SCALE: 1/8"

SURFACE	CODE	MATERIAL	MFR.	PRODUCT INFORMATION
WALLS	PT-1	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: AMHERST GRAY
WALLS	PT-2	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: COVENTRY GRAY
WALLS	PT-3	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: 2129-10 MIDNIGHT CREAM (FLAT)

EXTERIOR FINISHES
SCALE:

RENDERING 5
SCALE: 1/8"

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC ARCHITECTURE DESIGN
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Tel: 847-572-3002

Attn: Simon Yu
email: simon_yu@simon-arch.com

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Tel: 847-550.8411
www.virgilioassoc.com

Attn: Paul Virgilio

MECH / PLUMB:

ELECTRICAL:

MGH Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

11/18/22 – ISSUE FOR PERMIT
1 02/09/23 – REVISED

EXT. ELEVATION
WITH COLORS

A4.01C

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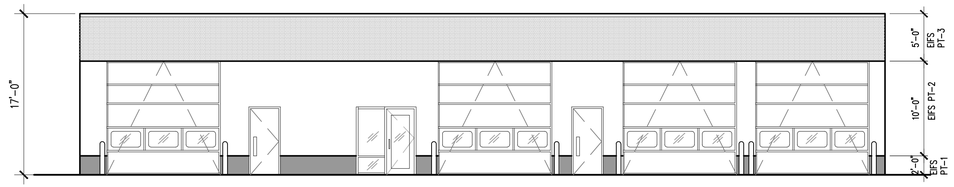
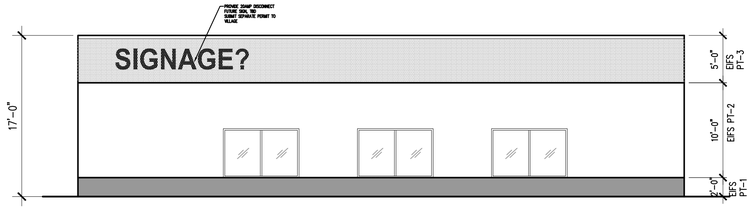
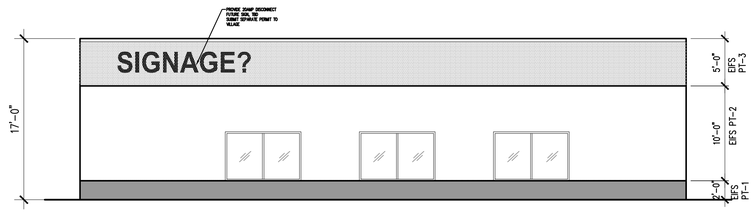


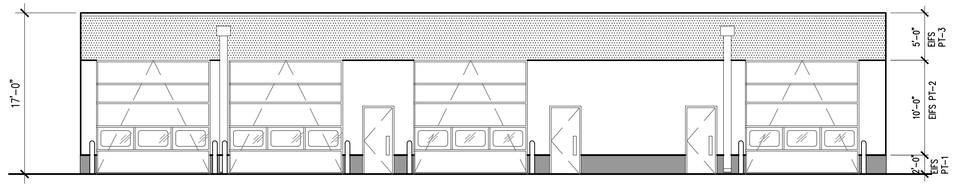
RIGHT ELEVATION 1
SCALE: 1/8"



FRONT ELEVATION 2
SCALE: 1/8"



LEFT ELEVATION 3
SCALE: 1/8"



LEFT ELEVATION 4
SCALE: 1/8"

SURFACE	CODE	MATERIAL	MFR.	PRODUCT INFORMATION
WALLS	PT-1	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: AMHERST GRAY
WALLS	PT-2	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: COVENTRY GRAY
WALLS	PT-3	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: 2129-10 MIDNIGHT CREAM (FLAT)

EXTERIOR FINISHES
SCALE: 1/8"

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

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500 Lake Cook Road, Suite 350
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Tel: 847-572-3002

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Attn: Paul Virgilio

MECH / PLUMB:

ELECTRICAL:

MG Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

LICENSED ARCHITECT
SIMON M YU
001-021348
expires
Nov 2022
STATE OF ILLINOIS

11/18/22 – ISSUE FOR PERMIT

EXT. ELEVATION

A04.01

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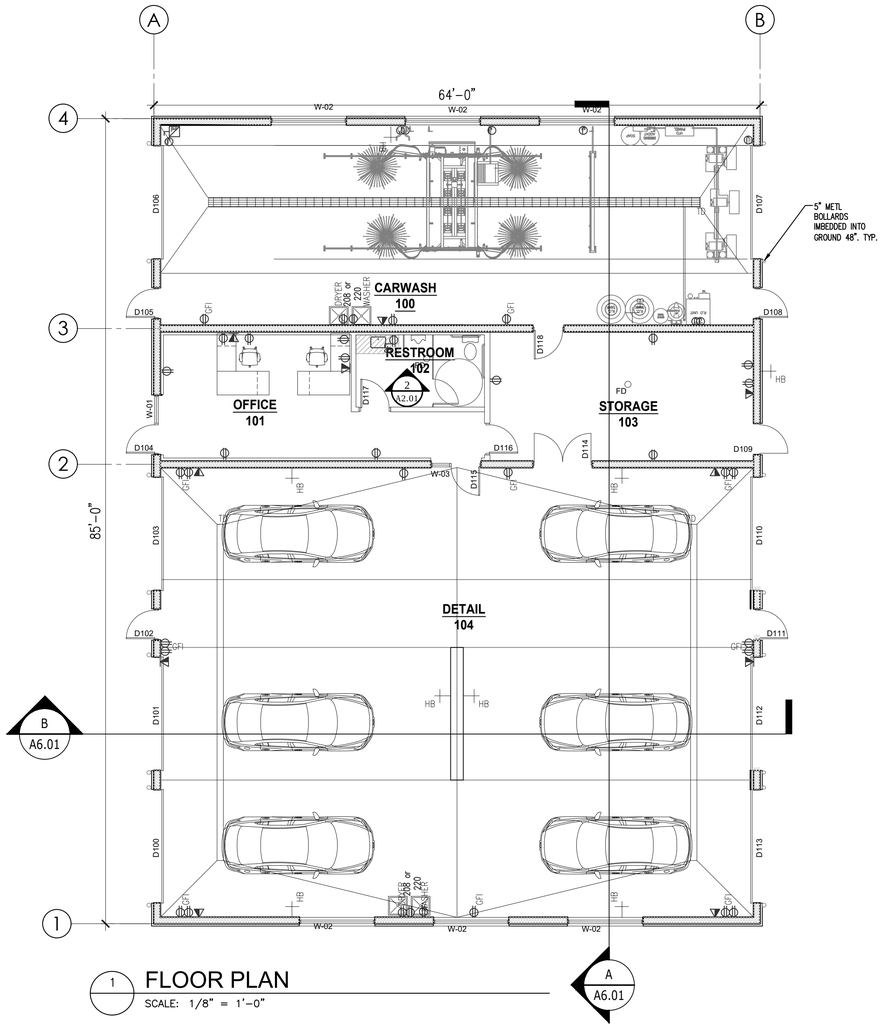
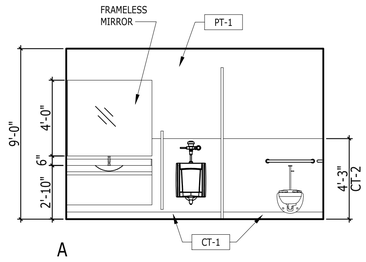


1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 RESTROOM ELEVATION
SCALE: 1/4" = 1'-0"

NOTES:
- TYPICAL FINISHES THROUGHOUT RESTROOM
- SEE SHEET A00.20 & A00.30 FOR ACCESSIBILITY DETAILS AND MOUNTING HEIGHTS

GENERAL NOTES

1. REF A00.01 FOR GENERAL FLOOR PLAN NOTES
2. FIR DIMENSIONS, REFER TO A02.02
3. FOR PARTITION INFORMATION, REFER TO A A02.02

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC
ARCHITECTURE DESIGN
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
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Attn: Paul Virgilio

MECH / PLUMB:

ELECTRICAL:

MG Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

LICENSED ARCHITECT
SIMON M YU
001-021348
expires
Nov 2022
STATE OF ILLINOIS

11/18/22 – ISSUE FOR PERMIT

CONSTRUCTION FLOOR PLAN

A02.01

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Attachment: Ex A Kia Dealership Facility Site Plan Approval (2023-11 : Kia Site Plan Review - 1400 & 1520 E. Dundee Road)

Consider Resolutions of Support for the Filing of a 7C Cook County Tax Classification for the Benefit of the Properties Located at 1400 & 1520 E. Dundee Road

BACKGROUND:
The Cook County Assessor's Office has a property tax classification program to encourage commercial development on qualifying properties. The classification (7c), referred to as Commercial Urban Relief Eligibility (CURE), operates in a manner similar to the County's other tax classification programs (such as 6b). A summary of the 7c program and its eligibility criteria are attached. To facilitate the redevelopment of 1400 and 1520 E. Dundee Road, the Petitioners are seeking approval of the following:

> **Approval of resolutions for support for the filing of a 7c Cook County Tax Classification for the properties located at 1400 and 1520 E. Dundee Road.**

KEY ISSUES:
- The Petitioners are looking to remodel and expand the existing Kia dealership facility and are seeking a 7c tax classification to help offset their corresponding redevelopment costs and investment. The Petitioners have indicated the proposed dealership remodel/expansion and the detail center will result in a combined investment of approximately $8,800,000 (not including land acquisition costs).
- Projects that qualify for the Class 7c classification will receive a reduced assessment level of 10% of fair market value for the first three years, 15% for the fourth year, and 20% for the fifth year. Without this incentive, commercial property would be assessed at 25% of its market value. The 7c program does allow for a renewal of the classification, subject to the program's requirements, a separate endorsement by the Village, and approval by the County.
- The Village previously approved similar requests in conjunction with the recently completed Mazda, Subaru, and Volkswagen dealerships.

ALTERNATIVES:
1. Recommend approval of the Resolutions.
2. Do not recommend approval of the Resolutions.

RECOMMENDATION:
Staff recommends approval of the Resolutions.

ACTION REQUIRED:
Motion to approve the resolutions of support for the filing of a 7c Cook County Tax Classification for the properties located at 1400 and 1520 E. Dundee Road.

ATTACHMENTS:

- Kia 1400 E Dundee Road 7c Res of Support
- 1520 E Dundee 7c Res of Support
- Kia Existing Conditions
- Ex A Kia Dealership Facility Plans
- McGrath KIA 7c Request Letter

- Cook County 7C Bulletin

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

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE 7(C) REAL ESTATE TAX INCENTIVE FOR THE BENEFIT OF 1400 E. DUNDEE LLC FOR THE REAL ESTATE LOCATED AT 1400 E. DUNDEE ROAD, PALATINE, ILLINOIS PURSUANT TO THE COOK COUNTY, ILLINOIS REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE

WHEREAS, the Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for commercial purposes; and

WHEREAS, the Village of Palatine (the "Village") is a Home Rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power and perform and function pertaining to its government and affairs; and

WHEREAS, the Village, consistent with the Ordinance, wishes to induce commercial enterprise to locate and expand in the Village by supporting financial incentives in the form of property tax relief; and

WHEREAS, 1400 E. Dundee LLC (the "Applicant") is the owner of certain real estate located at 1400 E. Dundee Road, Palatine, IL 60067, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, the Applicant intends to redevelop the Subject Property, containing approximately 4 acres; and

WHEREAS, the Applicant intends to redevelop the Subject Property for use as a Kia Dealership (the "Project"); and

WHEREAS, the Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 7(c) tax incentive under the Ordinance; and

WHEREAS, it is the responsibility of the Assessor to determine that an application for a Class 7(c) classification or renewal of a Class 7(c) classification is eligible pursuant to the Ordinance; and

WHEREAS, the Ordinance requires that, in connection with the filing of a Class 7(c) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 7(c) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 7(c) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 7(c) classification by the Assessor; and

Attachment: Kia 1400 E Dundee Road 7c Res of Support (Kia 1400 & 1520 E Dundee Road - 7c Request)

WHEREAS, the intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, notwithstanding the Class 7(c) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the Village in the form of additional real estate taxes and other tax revenues.

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

SECTION 1: That the Village determines that the availability of the Class 7(c) incentive is necessary for the development to occur on the Subject Property.

SECTION 2: That the Village supports and consents to the Class 7(c) classification by the Assessor with respect to the Subject Property.

SECTION 3: That the Village has received from the Applicant the Economic Disclosure Statements that have been filed.

SECTION 4: That the Village hereby determines that the Project meets eligibility factor (1) of the County Ordinance in that the Subject Property is deemed a redevelopment priority by the Village begin located in an area in need of commercial development and in that real estate taxes for the Project Site for three of the last six years have either declined or remained stagnant due to the depressed condition of the area.

SECTION 5: That the Village hereby determines that the Project meets eligibility factor (2) of the County Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonably timely basis if granted Class 7(c) designation and will therefore result in economic enhancement of the area.

SECTION 6: That the Village hereby determines that the Project meets eligibility factor (3) of the County Ordinance in that the Project will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7(c).

SECTION 7: That the Village hereby determines that the Project meets eligibility factor (4) of the County Ordinance in that the certification of the Project for Class 7(c) is reasonably expected to result in an increase in real property tax revenue and employment opportunities in the area.

SECTION 8: That the Village hereby expressly determines that the eligibility factors of the County Ordinance are present for the Project and hereby expressly supports and consents to the Class 7(c) application of the Applicant to the Assessor for Class 7(c) designation of the Project and the Subject Property.

Attachment: Kia 1400 E Dundee Road 7c Res of Support (Kia 1400 & 1520 E Dundee Road - 7c Request)

SECTION 9: That the Clerk of the Village of Palatine is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 7(c) eligibility application filed with the Applicant, as applicant, in accordance with the Ordinance.

SECTION 10: That this resolution shall be effective immediately upon its passage and approval.

DATED: This ___ day of _____, 2023.

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

APPROVED by me this _____day of _____, 2023

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this ____ day of _____, 2023

_____
Village Clerk

Attachment: Kia 1400 E Dundee Road 7c Res of Support (Kia 1400 & 1520 E Dundee Road - 7c Request)

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE 7(C) REAL ESTATE TAX INCENTIVE FOR THE BENEFIT OF 1400 E. DUNDEE LLC FOR THE REAL ESTATE LOCATED AT 1520 E. DUNDEE ROAD, PALATINE, ILLINOIS PURSUANT TO THE COOK COUNTY, ILLINOIS REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE

WHEREAS, the Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for commercial purposes; and

WHEREAS, the Village of Palatine (the "Village") is a Home Rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power and perform and function pertaining to its government and affairs; and

WHEREAS, the Village, consistent with the Ordinance, wishes to induce commercial enterprise to locate and expand in the Village by supporting financial incentives in the form of property tax relief; and

WHEREAS, 1400 E. Dundee LLC (the "Applicant") is the owner of certain real estate located at 1520 E. Dundee Road, Palatine, IL 60067, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, the Applicant intends to redevelop the Subject Property, containing approximately 1 acre; and

WHEREAS, the Applicant intends to redevelop the Subject Property for use as a Kia Dealership (the "Project"); and

WHEREAS, the Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 7(c) tax incentive under the Ordinance; and

WHEREAS, it is the responsibility of the Assessor to determine that an application for a Class 7(c) classification or renewal of a Class 7(c) classification is eligible pursuant to the Ordinance; and

WHEREAS, the Ordinance requires that, in connection with the filing of a Class 7(c) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 7(c) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 7(c) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 7(c) classification by the Assessor; and

Attachment: 1520 E Dundee 7c Res of Support (Kia 1400 & 1520 E Dundee Road - 7c Request)

WHEREAS, the intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, notwithstanding the Class 7(c) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the Village in the form of additional real estate taxes and other tax revenues.

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

SECTION 1: That the Village determines that the availability of the Class 7(c) incentive is necessary for the development to occur on the Subject Property.

SECTION 2: That the Village supports and consents to the Class 7(c) classification by the Assessor with respect to the Subject Property.

SECTION 3: That the Village has received from the Applicant the Economic Disclosure Statements that have been filed.

SECTION 4: That the Village hereby determines that the Project meets eligibility factor (1) of the County Ordinance in that the Subject Property is deemed a redevelopment priority by the Village begin located in an area in need of commercial development and in that real estate taxes for the Project Site for three of the last six years have either declined or remained stagnant due to the depressed condition of the area.

SECTION 5: That the Village hereby determines that the Project meets eligibility factor (2) of the County Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonably timely basis if granted Class 7(c) designation and will therefore result in economic enhancement of the area.

SECTION 6: That the Village hereby determines that the Project meets eligibility factor (3) of the County Ordinance in that the Project will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7(c).

SECTION 7: That the Village hereby determines that the Project meets eligibility factor (4) of the County Ordinance in that the certification of the Project for Class 7(c) is reasonably expected to result in an increase in real property tax revenue and employment opportunities in the area.

SECTION 8: That the Village hereby expressly determines that the eligibility factors of the County Ordinance are present for the Project and hereby expressly supports and consents to the Class 7(c) application of the Applicant to the Assessor for Class 7(c) designation of the Project and the Subject Property.

Attachment: 1520 E Dundee 7c Res of Support (Kia 1400 & 1520 E Dundee Road - 7c Request)

SECTION 9: That the Clerk of the Village of Palatine is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 7(c) eligibility application filed with the Applicant, as applicant, in accordance with the Ordinance.

SECTION 10: That this resolution shall be effective immediately upon its passage and approval.

DATED: This ___ day of _____, 2023.

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

APPROVED by me this _____day of _____, 2023

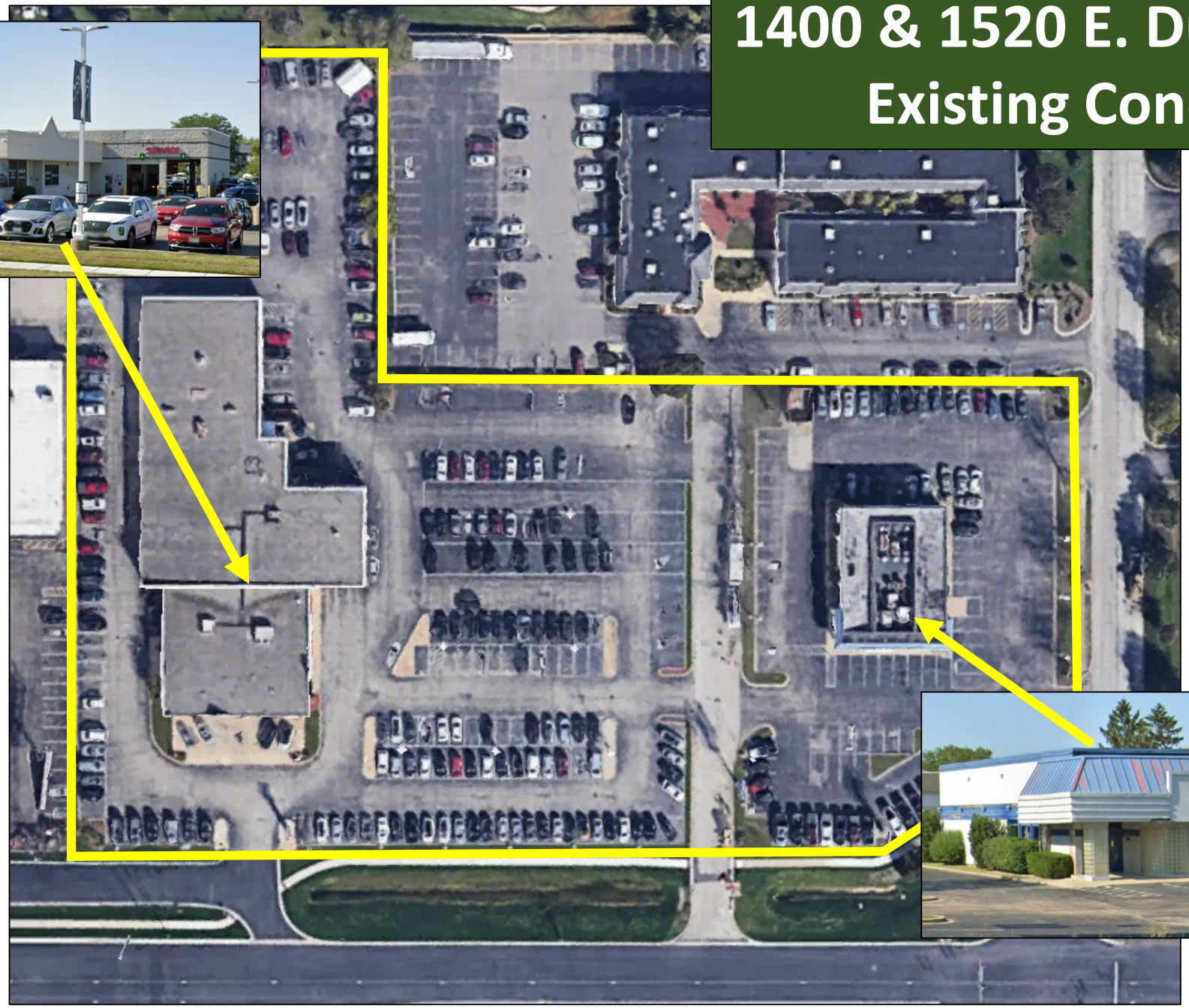
_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this ____ day of _____, 2023

_____
Village Clerk

Attachment: 1520 E Dundee 7c Res of Support (Kia 1400 & 1520 E Dundee Road - 7c Request)

1400 & 1520 E. Dundee Road
Existing Conditions



Attachment: Kia Existing Conditions (Kia 1400 & 1520 E Dundee Road - 7c Request)

Kia Dealership Facility Site Plan Approval

Exhibit A

Attachment: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)

PARKING COUNT

CUSTOMER PARKING STALLS = 23
SERVICE PARKING STALLS = 36
INVENTORY/DISPLAY PARKING STALLS = 204
ADA PARKING STALLS = 3

TOTAL PARKING STALLS = 266

N

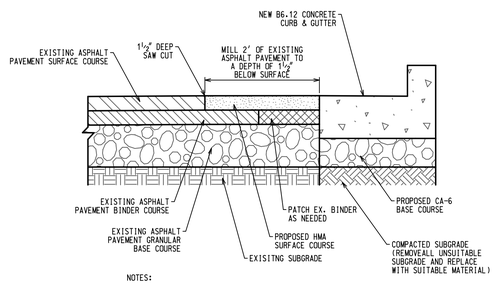
SCALE 1" = 30'
0 30 60

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
- 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
2	09/30/22	PER VILLAGE
1	09/09/22	ISSUE FOR PERMIT
	08/18/22	PER OWNER

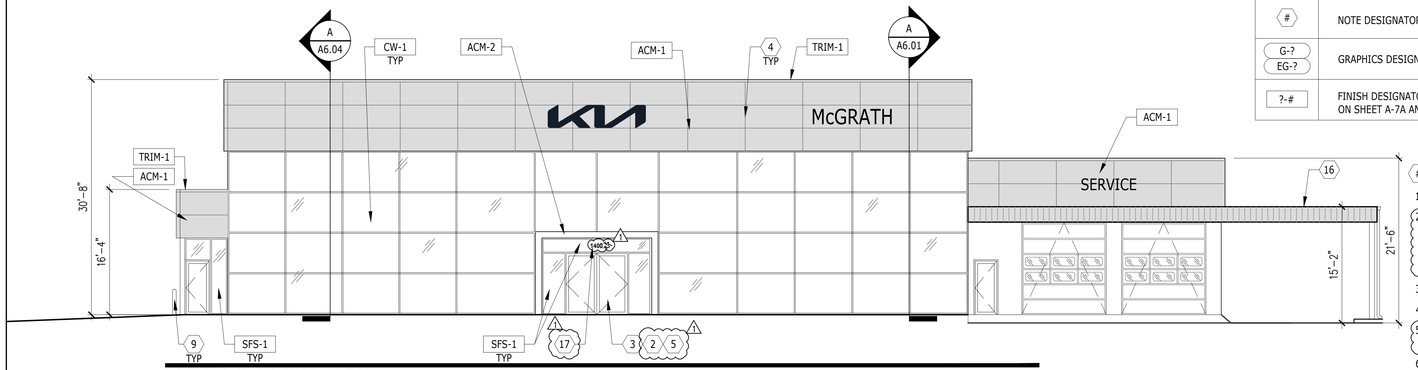
SITE PLAN
MCGRATH ARLINGTON KIA
1400 EAST DUNDEE ROAD
PALATINE, ILLINOIS

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: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)

McGRATH
SERVICE



FRONT ELEVATION
SCALE: 1/8"

1

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.

C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.

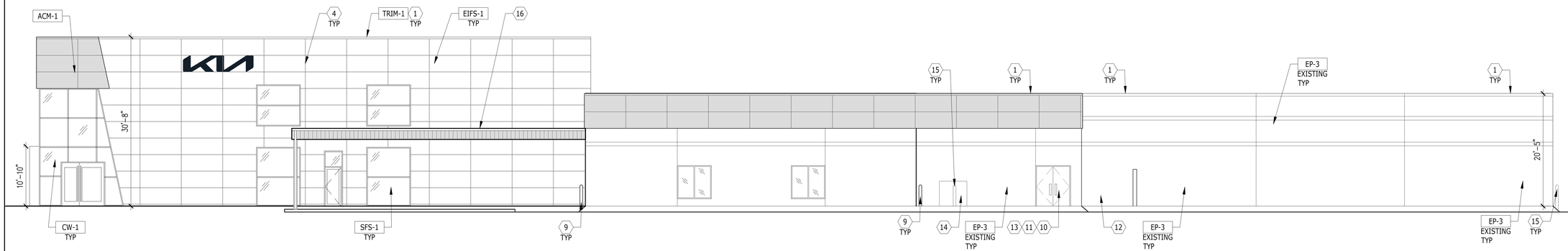
D. ALL SIGNAGE IS SHOWN FOR DESIGN INTENT ONLY. APPROVAL SUBJECT TO LOCAL JURISDICTION. CONTACT KIA FOR INFORMATION ON SIGNAGE PROGRAM AND ONSITE SIGNAGE SURVEY.

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. ELEVATIONS NOT SHOWN SHALL RECEIVE THE SAME OR COMPLEMENTARY FINISHES TO MATERIALS SHOWN.

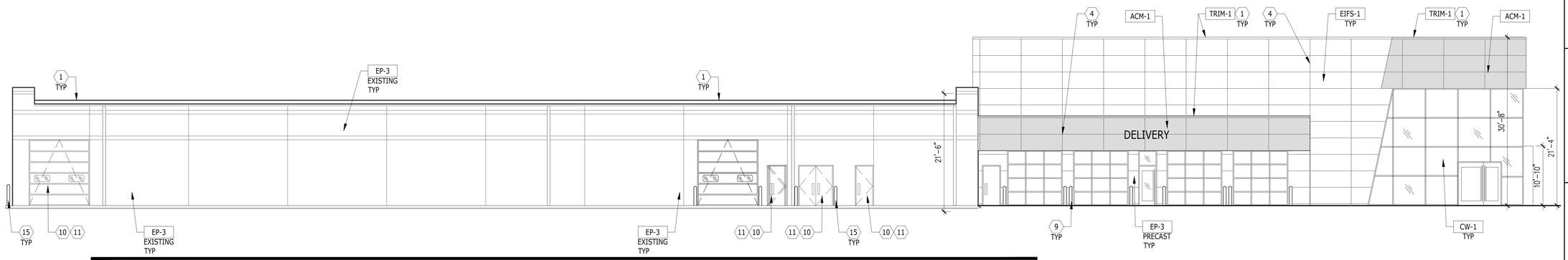
G. SEE SHEETS A-1B AND A-5A FOR LIGHTING DESIGN CRITERIA AND LIGHT FIXTURE SCHEDULE.

H. EIFS SCORING AND JOINT LAYOUT PER MANUFACTURER REQUIREMENTS.



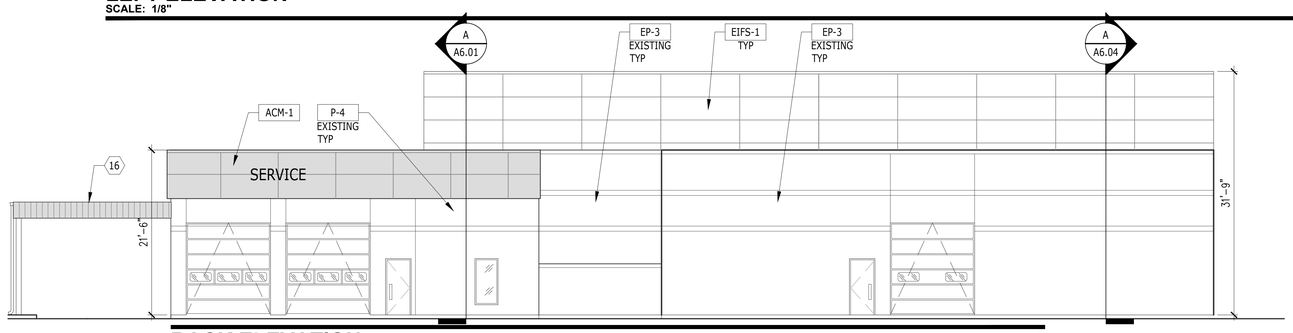
RIGHT ELEVATION
SCALE: 1/8"

2



LEFT ELEVATION
SCALE: 1/8"

3



BACK ELEVATION
SCALE: 1/8"

4

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

EXT. ELEVATION

A04.01

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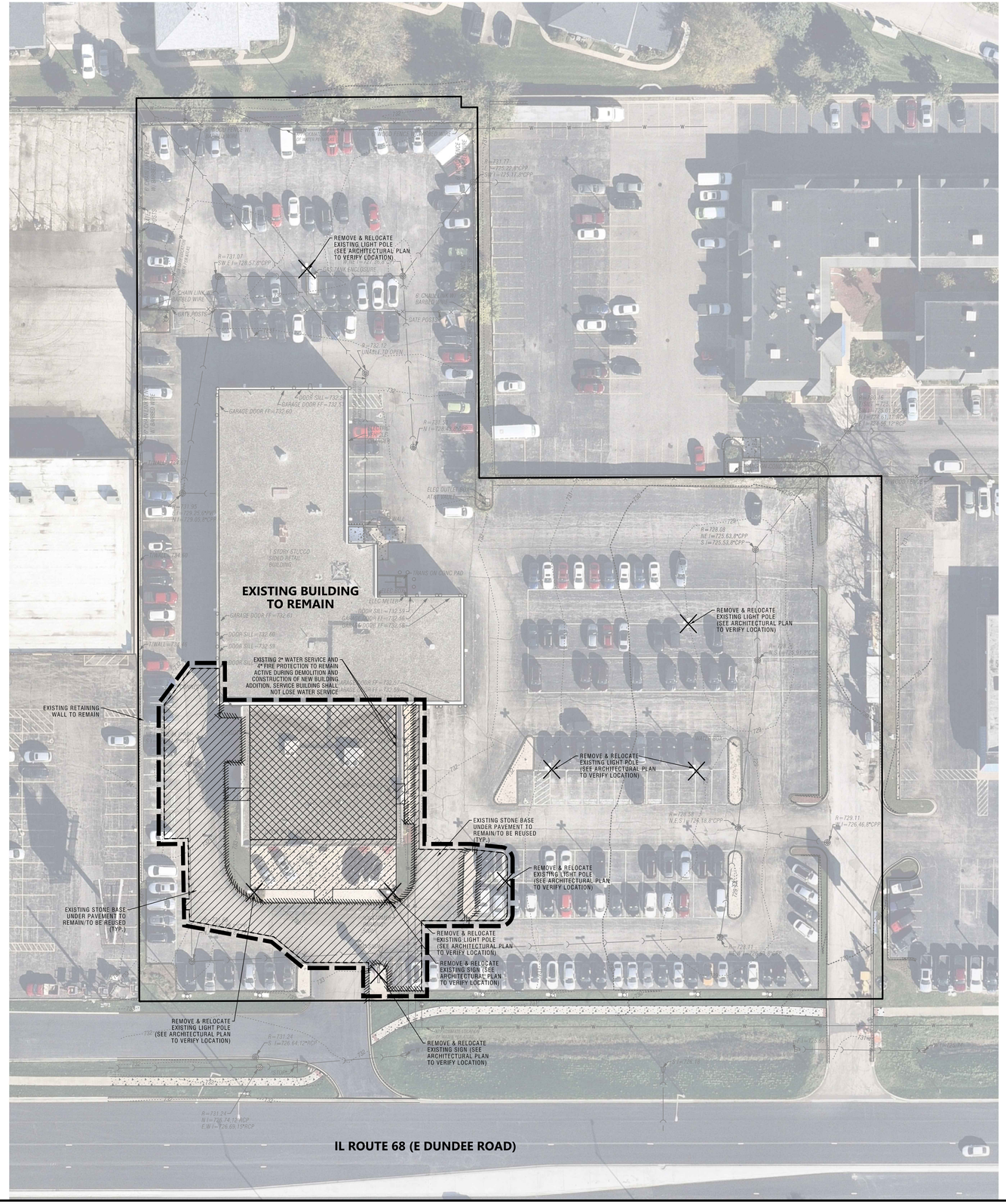
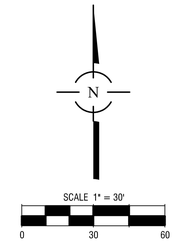
Attachment: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)





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
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: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)

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.

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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.

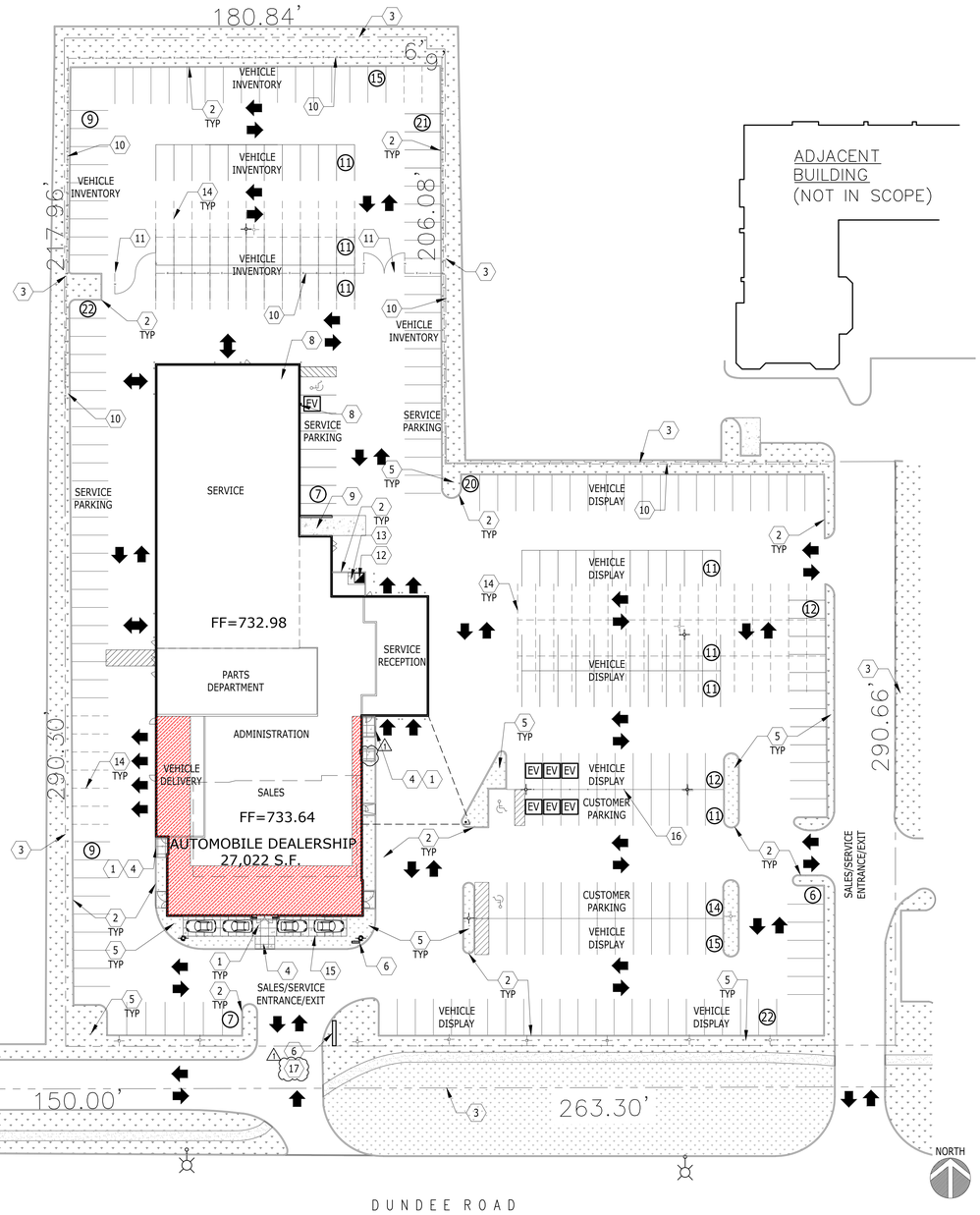
G. SITE SIZE = 3.75 ACRES

H. INDICATES GREEN SPACE/LOW LANDSCAPING

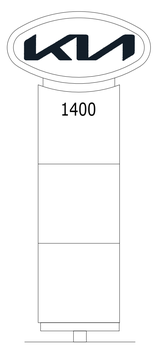
I. INDICATES PROPOSED BUILDING ADDITION OR INFILL

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
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Tel: 847-696-4060
Attn: Michael Mondus

STRUCTURAL ENGIN:

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Structural Engineers
24069 North Echo Lake Road
Lake Zurich, IL 60047

Tel: 847-550.8411
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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

SITE PLAN

A00.50

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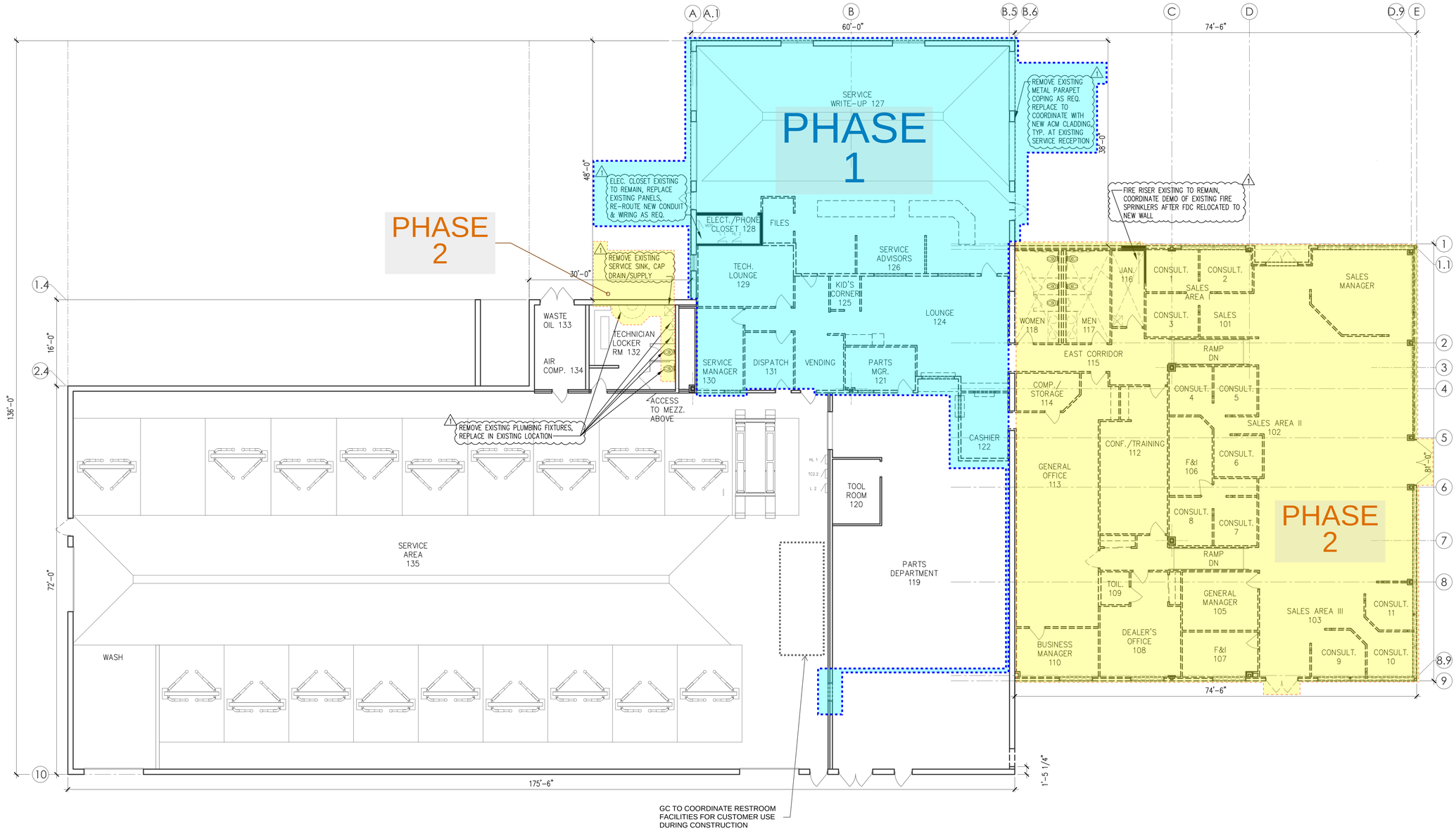
Attachment: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)



DEMOLITION PLAN - LEVEL 1
SCALE: 1/8"

PROJECT:

McGrath 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
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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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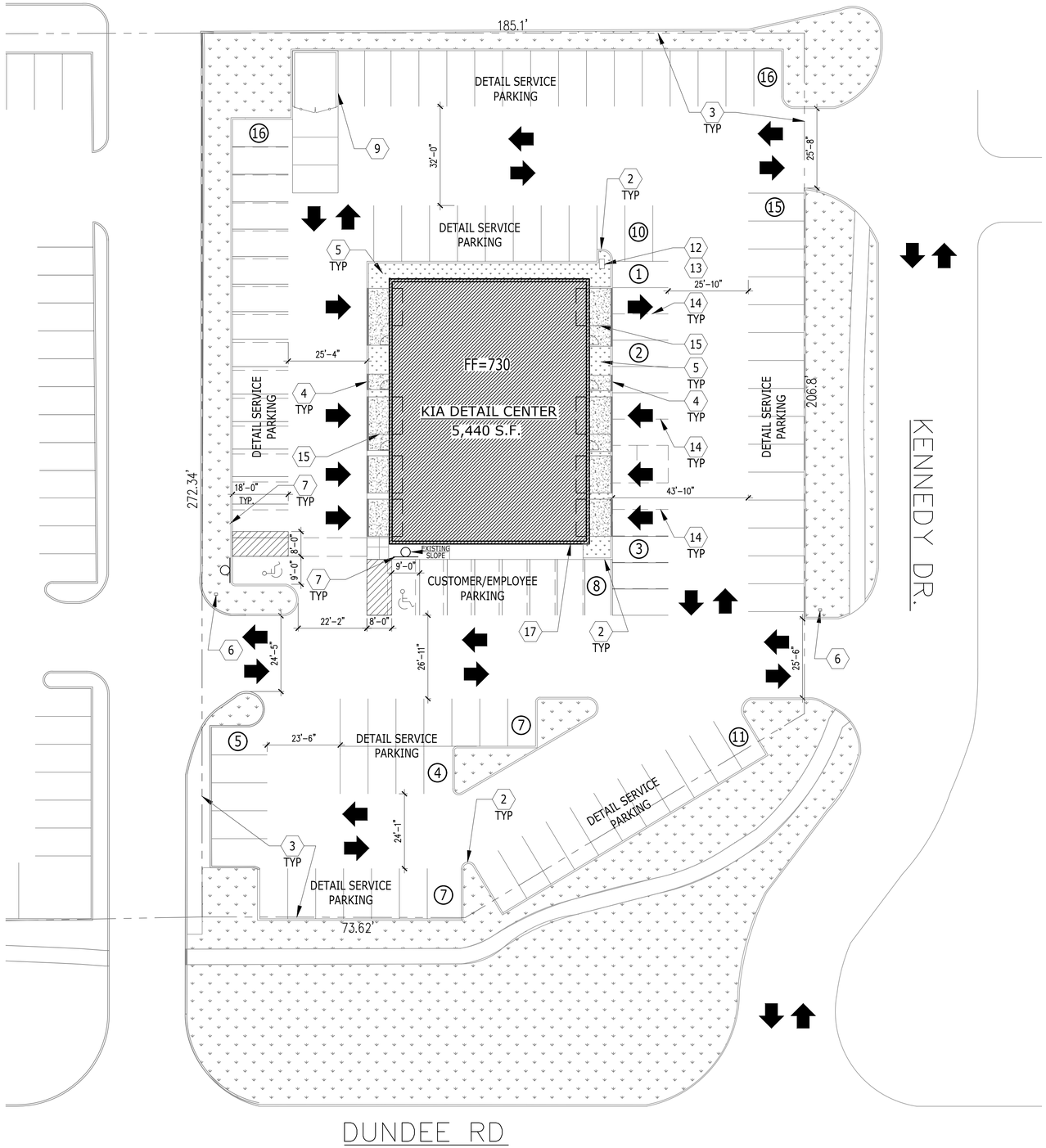
Attachment: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)



ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

1

NORTH

PARKING ANALYSIS

	REQUIRED	PROVIDED
LOT (DETAIL SERVICE)	18	96
EMPLOYEE	9	9
ADA (UP TO 50)	2	2
TOTAL	27	105

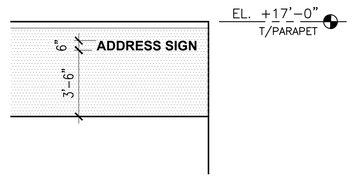
APPENDIX A SEC 703

LEGEND

(#)	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET

(#) DRAWING NOTES

1. NOT USED.
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. APPROX. 2'x1'x3', TO BE REVIEWED UNDER SEPARATE PERMIT.
7. ADA PARKING SIGN.
8. NOT USED.
9. EXISTING TRASH ENCLOSURE.
10. NOT USED.
11. NOT USED.
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. NOT USED.
17. ADDRESS SIGN IN ILLUMINATED CHANNEL LETTERING ATTACHED TO BUILDING, 6"H NUMBERS WITH STROKE THICKNESS OF 1/2" MIN. RE: ADDRESS SIGN DETAIL, THIS SHEET.



ADDRESS SIGNAGE DETAIL
SCALE: 1/4" = 1'-0"

2

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC ARCHITECTURE DESIGN
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Tel: 847-572-3002

Attn: Simon Yu
email: simon__yu@simon-arch.com

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:

ELECTRICAL:

MGH Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

11/18/22 – ISSUE FOR PERMIT
1 01/XX/23 – REVISED PER COMMENTS

1 SITE PLAN

A0.50

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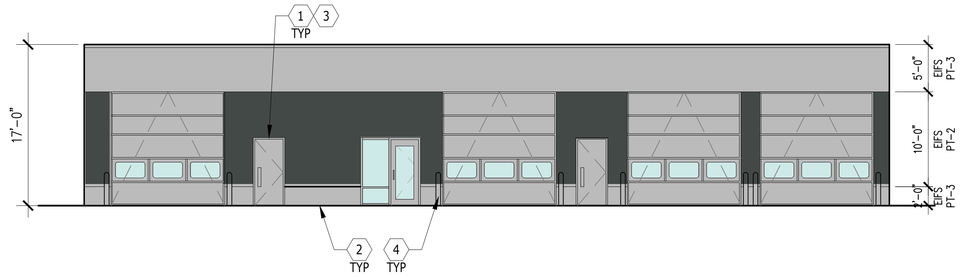
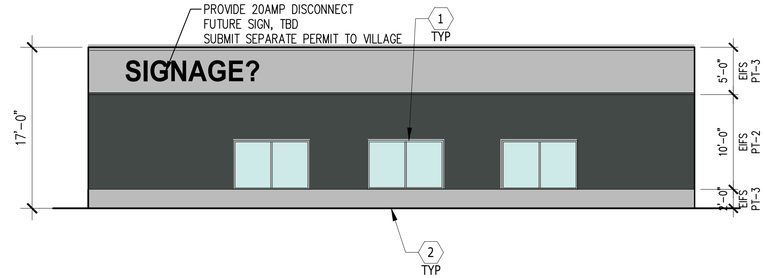
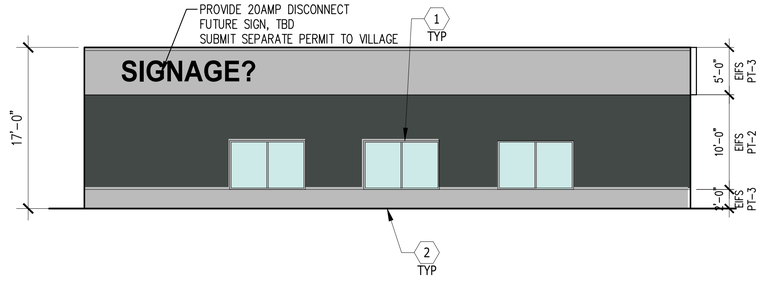


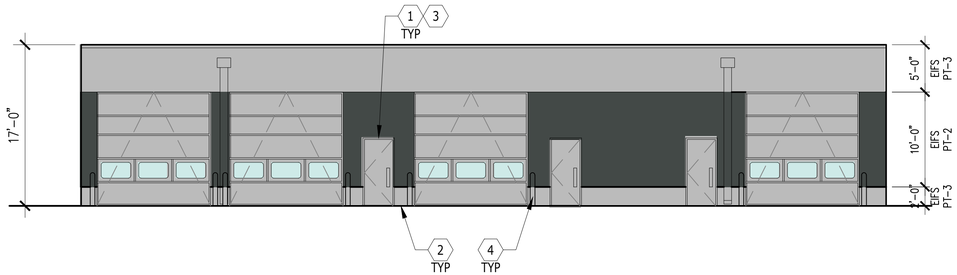
RIGHT ELEVATION 1
SCALE: 1/8"



FRONT ELEVATION 2
SCALE: 1/8"



LEFT ELEVATION 3
SCALE: 1/8"



LEFT ELEVATION 4
SCALE: 1/8"

SURFACE	CODE	MATERIAL	MFR.	PRODUCT INFORMATION
WALLS	PT-1	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: AMHERST GRAY
WALLS	PT-2	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: COVENTRY GRAY
WALLS	PT-3	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: 2129-10 MIDNIGHT CREAM (FLAT)

EXTERIOR FINISHES
SCALE:

RENDERING 5
SCALE: 1/8"

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

SIMON DESIGN GROUP, LLC ARCHITECTURE DESIGN
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
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email: simon_yu@simon-arch.com

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Tel: 847-550.8411
www.virgilioassoc.com

Attn: Paul Virgilio

MECH / PLUMB:

ELECTRICAL:

MGH Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

11/18/22 – ISSUE FOR PERMIT
1 02/09/23 – REVISED

EXT. ELEVATION
WITH COLORS

A4.01C

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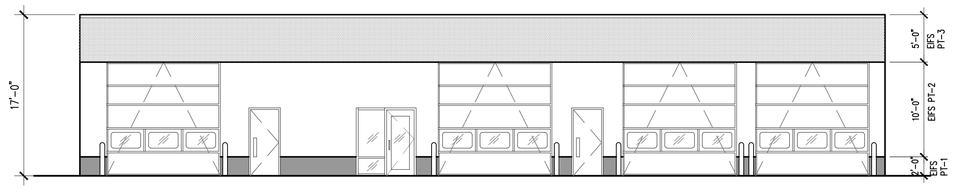
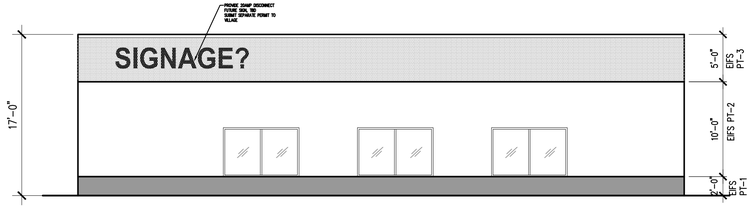
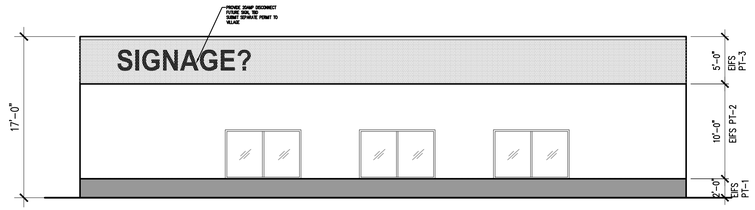


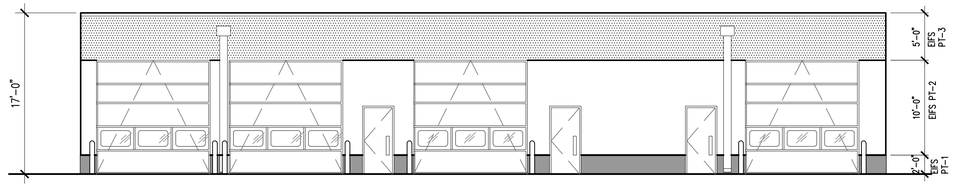
RIGHT ELEVATION 1
SCALE: 1/8"



FRONT ELEVATION 2
SCALE: 1/8"



LEFT ELEVATION 3
SCALE: 1/8"



LEFT ELEVATION 4
SCALE: 1/8"

SURFACE	CODE	MATERIAL	MFR.	PRODUCT INFORMATION
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WALLS	PT-2	EXTERIOR PAINT	BENJAMIN MOORE	PAINT COLOR: COVENTRY GRAY
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EXTERIOR FINISHES
SCALE: 1/8"

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MECH / PLUMB:

ELECTRICAL:

MG Engineering
409 S. Highland Ave
Arlington Heights, IL 60005

LICENSED ARCHITECT
SIMON M YU
001-021348
expires
Nov 2022
STATE OF ILLINOIS

11/18/22 – ISSUE FOR PERMIT

EXT. ELEVATION

A04.01

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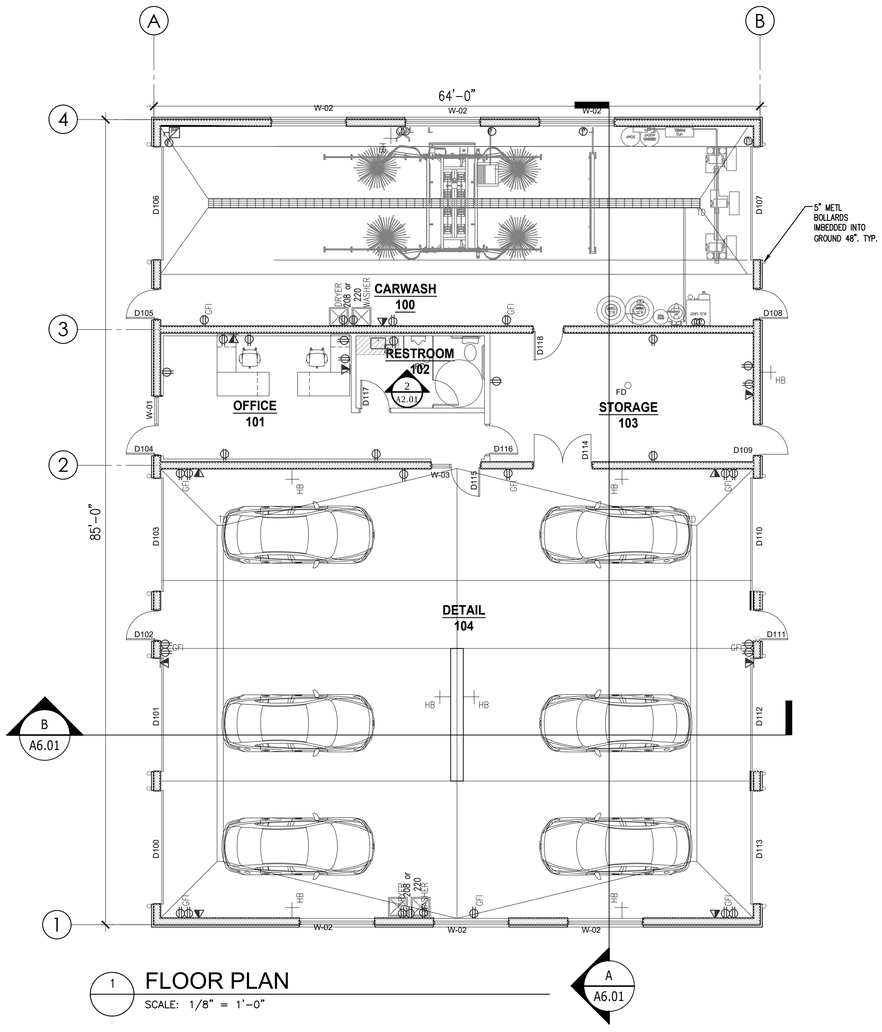
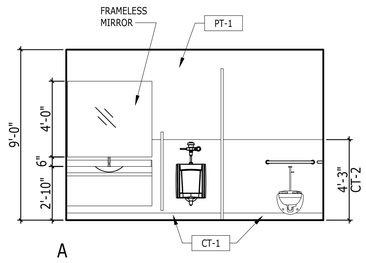
Attachment: Ex A Kia Dealership Facility Plans (Kia 1400 & 1520 E Dundee Road - 7c Request)



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 RESTROOM ELEVATION
SCALE: 1/4" = 1'-0"

NOTES:
- TYPICAL FINISHES THROUGHOUT RESTROOM
- SEE SHEET A00.20 & A00.30 FOR ACCESSIBILITY DETAILS AND MOUNTING HEIGHTS

GENERAL NOTES

1. REF A00.01 FOR GENERAL FLOOR PLAN NOTES
2. FIR DIMENSIONS, REFER TO A02.02
3. FOR PARTITION INFORMATION, REFER TO A A02.02

PROJECT:

McGRATH ARLINGTON KIA

McGrath - DETAIL
1520 E. Dundee Road
Palatine, IL 60074

ARCHITECT:

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ARCHITECTURE DESIGN
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SIMON M YU
001-021348
expires
Nov 2022
STATE OF ILLINOIS

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CONSTRUCTION FLOOR PLAN

A02.01

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THOMPSON COBURN LLP

55 East Monroe Street
37th Floor
Chicago, IL 60603

312 346 7500 main
312 580 2201 fax
thompsoncoburn.cor

Bernard I. Citron
312 580 2209 direct
bcitron@thompsoncoburn.com

February 10, 2023

VIA ELECTRONIC MAIL
Michael Jacobs
Director of Community Development
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

RE: McGrath Kia
1400 and 1520 W. Dundee

Dear Mr. Jacobs:

We are proud to formally present the McGrath's family proposal for the expansion of the Kia Dealership on Dundee Road. McGrath purchased the dealership/showroom property (1400 W. Dundee) in 2021. Their proposal is to demolish the front portion of the building and only leave the service department. The addition will comprise a showroom, offices, repair reception and related uses. The addition will total approximately 12,300 sf. The size of the total building will then be 27,000 sf. The number of jobs at the dealership will increase from 60 employees to 85 employees. We expect the cost of construction to be 7.8 million dollars (which is in addition to what was paid for the land which was approximately 3.6 million dollars). We hope to begin construction of this portion of the project in July of 2023.

The first phase of the project will be the construction of the new detail center (at 1520 W. Dundee). This building will include 3 detail bays, a small office, storage and a car wash. That property was purchased approximately 2 years ago. When purchased it was a vacant site and building. Both had been vacant for a number of years.

We expect the construction cost to be one million dollars. The number of jobs created will total 20 employees with 6 full time and 14 part time. Construction will begin as soon as the required permits are issued.

We are requesting that the Village grant site plan approval for both projects at 1400 and 1520 Dundee Road. Our second request will be for the Village to support our application to the County Assessor to grant a Class 7C tax abatement. The costs of these projects are substantial and will cause significant re-assessment of the properties. The sales of automobiles have become significantly more expensive. Our labor costs have continued to grow. The combination leads us to request the Tax Abatement as a way of offsetting some of these increased costs. We have included plans for both of these buildings. If we can supply any additional information please let us know.

Attachment: McGrath KIA 7c Request Letter (Kia 1400 & 1520 E Dundee Road - 7c Request)

We are requesting that we be on the February 20, 2023 agenda of the Village Board.

Very truly yours,

Thompson Coburn LLP

By
Bernard I. Citron
Partner

BIC/mse

cc: Will Mulchay
Simon Yu

Attachment: McGrath KIA 7c Request Letter (Kia 1400 & 1520 E Dundee Road - 7c Request)

COOK ASSESSOR
JOSEPH BERRIOS

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.3352
WWW.COOKCOUNTYASSESSOR.COM

CLASS 7c
ELIGIBILITY BULLETIN

The Class 7c Incentive and Its Benefits

The Class 7c Incentive – Commercial Urban Relief Eligibility (CURE) of the Cook County Real Property Assessment Classification Ordinance ("Ordinance") is intended to encourage commercial projects which would not be economically feasible without assistance. The five-year (5) incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated; the utilization of vacant structures abandoned for at least twelve (12) months, including the land upon which they are situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation.

Projects which qualify for the Class 7c incentive will receive a reduced assessment level of ten percent (10%) of fair market value for the first three years, fifteen percent (15%) for the fourth year and twenty percent (20%) for the fifth year. Without this incentive, commercial property would normally be assessed at twenty-five percent (25%) of its market value.

The Class 7c incentive is available to "real estate used primarily for commercial purposes", which is defined in the Ordinance as:

> "Any real estate used primarily for buying and selling of goods and services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes." [74-62]

Where projects qualify for the incentive as new construction or reoccupied abandoned property, the incentive will apply to them in their entirety, including the land upon which they are located. For projects involving substantial rehabilitation of existing structures, the incentive applies to the added value which is attributable to the rehabilitation and to the land, if vertical or horizontal square footage has been added, in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** The reduced assessment continues for five years from the date that the new construction or substantial rehabilitation is completed and substantial occupied or, in the case of abandoned property, from the date of substantial reoccupation.

Under the Ordinance, "abandoned property" qualifies if it consists of:

> "Buildings and other structures that, after having been vacant and unused for at least 12 continuous months."

Abandonment for twelve (12) consecutive months may be evidenced by utility bills, Internal Revenue Service statements, certified business statements, and records of building code violations. Proof of re-

Attachment: Cook County 7C Bulletin (Kia 1400 & 1520 E Dundee Road - 7c Request)

occupancy may be evidenced by sworn statements from persons with knowledge, occupancy permits and utility statements.

Eligibility Requirements
The four (4) mandatory eligibility factors of the Ordinance are as follows:

1. Real Estate Tax Analysis:

That the Property's (the real estate that is subject of the Incentive application) Assessed Value, Equalized Assessed Value or Real Estate taxes for three of the last six years, have declined or remained stagnant due to the depressed condition;

2. Viability and Timeliness:

There is a reasonable expectation that the development, re-development or rehabilitation of the commercial development project is viable and likely to go forward on a reasonably timely basis if granted Class 7c designation and will therefore result in the economic enhancement of the property. Therefore, submitted evidence of economic viability and timely completion of the project should be relevant and specific in addressing the following points:

A. New Construction and Rehabilitation Incentive

i) **Construction Documentation:** architectural exhibits and building plans; site plans demonstrating the relationship of the proposed development to its private and public surroundings including open spaces, service areas, driveways, parking areas, walks and adjacent streets, sidewalks and buildings; a description of structures to be demolished and of buildings to be rehabilitated or reoccupied. The applicant must provide a development schedule which at least includes the starting date of construction, the projected completion of construction and the projected date for occupancy.

ii) **Financial Documentation:** Income Tax Statements for the last three (3) years, including Schedule E's and/or recent appraisals. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.

iii) **Owners, Developers, Prime Tenants and other Interested Parties: The** business experience and financial strength of the participants is important to the project's viability. The applicant should therefore provide sufficiently detailed information about the developers, owners, prime tenants, and any other interested parties, including their names and addresses. Information about owners must include all general and limited partners and beneficiaries of a land trust. Any material, legal or tax liabilities, which might affect the project's viability must be disclosed.

Attachment: Cook County 7C Bulletin (Kia 1400 & 1520 E Dundee Road - 7c Request)

B. Vacancy Incentive:

i. **Evidence of Vacancy:** The development must be vacant for 12 months or more.

ii. **Evidence of Marketing:** Documents evidencing that the property was marketed for 6 months or more.

iii. **Financial Documentation**: Income Tax Statements for the last three (3) years, including Schedule E's and/or recent appraisals. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.

3. Assistance and Necessity:

Certification of the commercial development project for Class 7c designation will:

A. "But For" Certification: The Incentive materially assists development, redevelopment or rehabilitation of the property and the commercial development property would not go forward without the full Incentive offered under Class 7c.

B. Condition Subsequent Certification: Be economically feasible when the incentive expires.

4. Increased Tax Revenue and Employment:

Certification of the commercial development project for Class 7c designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities of the property. The applicant must supply a statistical analysis projecting the added real estate tax revenue and employment which will result from the development, with and without the incentive. Employment figures should be categorized to show projections for new full and part-time employment and for temporary construction employment.

Application Procedures

An Eligibility Application for Class 7c, accompanied by supporting documentation, must be submitted to the Assessor and the Bureau of Economic Development prior to the commencement of construction, rehabilitation or reoccupation. At the time of filing the application, a filing fee of $500.00 must be paid.

The Application must include a resolution or ordinance from the municipality where the real estate is located or from the Cook County Board of Commissioners if the real estate is located in an unincorporated area.

The resolution or ordinance must expressly state that the municipality has reviewed the Incentive Classification Initial Questionnaire (IC - IQ), and that the four eligibility factors which must be present to demonstrate that the area is "in need of commercial development" are satisfied and that the municipality consents to and supports the Application.

To be eligible for a Certificate of Error (when applicable), the municipal resolution must explicitly state that they are in support of its issuance.

Attachment: Cook County 7C Bulletin (Kia 1400 & 1520 E Dundee Road - 7c Request)

Where EDAC fails to return a finding stating whether the conditions of Subsection (a)(1) to (a)(4) of the ordinance are present within 30 days, and upon further application of the requesting party to the Assessor's Office, the Assessor may conduct its own review of the application, supporting data and facts and may certify the commercial development for incentive classification and grant the incentive.

During the term of the incentive, the Class 7c recipient must file an annual affidavit attesting to the use of the property and the number of workers employed at the Class 7c site. The affidavit must be verified and returned to the Assessor within twenty-one (21) days. Failure to file the triennial report within that time will result in the loss of the incentive.

Class 7c classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located (or by the County Board, if the property is located in an unincorporated area of Cook County). The resolution or ordinance must expressly state that the municipality or County, as the case may be, supports and consents to the renewal of the Class 7c incentive and that it has determined that use of the property is necessary and beneficial to the local economy. The notice of intent to request a renewal will be submitted to the Bureau of Economic Development. The owners must notify the Bureau of Economic Development of their intent to request this renewal prior to their requesting a resolution or ordinance from the municipality or County Board. An additional resolution will be required from the Economic Development Advisory Committee (EDAC). The number of renewal period requests is limited to one.

Please note that the incentive is cancellable by the taxpayer and revocable by the Assessor's Office, the Cook County Board or by the Municipality as provided by Ordinance. If the incentive is canceled or revoked, the taxpayer is required to pay back the savings, which is the difference between the incentive class and the classification the property would have been without the incentive, for the tax year that the cancellation or revocation occurred.

Attachment: Cook County 7C Bulletin (Kia 1400 & 1520 E Dundee Road - 7c Request)

Consider an Ordinance Establishing a Downtown TIF District Facade and Interior Improvement Grant Program

This item was considered by the Council during their February 6, 2023 meeting. Following comments and input from the Council, the proposed Downtown TIF District Facade & Interior Improvement Grant Program's Scope, Project Eligibility, Application Process, and Program Terms have been revised. The major revisions are as follows:

- **The majority of the building's first floor must be dedicated to non-residential uses.**

- **Maximum program reimbursements shall be limited to: 1) 50% of the total eligible and verified expenses for a building in which the majority of the first floor will be occupied by a sales tax generating use (except the reimbursement shall be limited to 25% for the costs associated with signage, awnings, or exterior lighting); or 2) 25% of the total eligible and verified expenses for a building in which the majority of the first floor will be occupied by a non-sales tax generating use.**

- **The eligible interior improvement costs are limited to: ADA accessibility improvements; significant energy conservation enhancements; electrical service upgrades; water service upgrades; required fire alarm and/or fire suppression system improvements; HVAC related improvements; and other extraordinary expenses related to improvements required by the Village's applicable building codes and regulations.**

- **Professional design and permit costs are not eligible program expenses.**

- **Reimbursements for eligible interior improvements shall not exceed $50,000.**

BACKGROUND:
The Village created a Downtown TIF District Facade Improvement Grant Program in 2002 to facilitate investment in existing non-residential buildings. While the initial program did not generate much participation, the program was reestablished in 2011 and helped to facilitate improvements to eleven different properties from 2011 through 2014. To further facilitate investment with Palatine's downtown area, Staff is recommending approval of the following:

Ordinance establishing a Downtown TIF District Facade and Interior Building Improvement Grant Program.

KEY ISSUES:
- Buildings located within the Village’s Downtown TIF District, constructed prior to January 1, 2000, and with a majority of the first floor being dedicated to non-residential, sales tax generating uses will be eligible for the program.
- All qualifying grant requests will be subject to the Village Council’s review and approval.

- As outlined in the attached program summary, expenses for specific exterior/façade and interior improvements will be eligible for reimbursement.
- The potential grant amounts for exterior/façade improvements will be limited to $1,000 per linear foot of a building's frontage on a public street (up to a maximum of $50,000). An additional $500 per linear foot of a building's frontage on a public street will be available for a building that is more than one-story tall (up to a maximum total exterior/façade improvement grant amount of $75,000). The maximum amount for interior improvements will be $75,000.
- Any approved grant will be paid as a reimbursement, limited to 50% of the total eligible and verified expenses (except that reimbursement will be limited to 25% for the costs associated with signage, awnings, or exterior lighting).
- The proposed improvement must be completed within 12 months from the date of the Village's funding approval to be eligible for reimbursement.
- Program funds shall not be used to renovate the same property more than once. This restriction would not apply to funding previously received from the Village for façade or interior building improvements that were approved by the Village Council more than 10 years before the date of application.
- Staff would recommend reserving $450,000 in Downtown TIF dollars to fund this program. The Council can increase funding in the future if the program generates significant interest. Staff would report back in 2025 to discuss the first two years of program participation.

ALTERNATIVES:
1. Recommend approval of the ordinance.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approval of the ordinance establishing the Downtown TIF District Facade and Interior Building Improvement Grant Program.

ACTION REQUIRED:
A motion to approve the ordinance establishing the Downtown TIF District Facade and Interior Building Improvement Grant Program.

ATTACHMENTS:

- Ord Downtown TIF District Facade & Interior Improvement Grant Program 2023
- Downtown Facade & Interior Building Program Application - Rev Feb 2023
- VoP Downtown TIF District Boundary Exhibit

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

Attachment: Ord Downtown TIF District Facade & Interior Improvement Grant Program 2023 (2023-12 : Downtown TIF District Facade & Interior

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A DOWNTOWN TIF DISTRICT FAÇADE & INTERIOR IMPROVEMENT GRANT PROGRAM

WHEREAS, the Village desires to continue to promote and assist with the physical improvement of existing buildings within Palatine's Downtown TIF District; and

WHEREAS, on September 23, 2002, the Village Council approved Ordinance No. O-169-02 which created the Façade Improvement Grant and Loan Program; and

WHEREAS, on September 6, 2011, the Village Council approved Ordinance O-103-11 which reestablished the Downtown TIF District Façade Improvement Grant Program; and

WHEREAS, the Village wishes to establish a new program in an effort to further facilitate exterior and interior renovations and remodeling of existing non-residential buildings within the Village's Downtown TIF District; and

WHEREAS, the Village of Palatine will administer the program and each grant request made under the newly created Downtown TIF District Façade & Interior Building Improvement Grant Program will be subject to review and approval by the Village Council on a case by case basis.

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 Façade Improvement Grant Program established by Ordinance No. O-169-02 and Ordinance No. O-103-11 are hereby discontinued in their entirety.**

SECTION 2: **The Mayor and Village Council of the Village of Palatine hereby create the Downtown TIF District Façade & Interior Building Improvement Grant Program, subject to the program summary, application, and related materials included in the attached "Exhibit A".**

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

PASSED: This 20th day of February, 2023

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

APPROVED by me this 20th day of February, 2023.

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 20th day of February, 2023.

_____
Village Clerk

Attachment: Ord Downtown TIF District Facade & Interior Improvement Grant Program 2023 (2023-12 : Downtown TIF District Facade & Interior

VILLAGE OF
PALATINE
Est. 1866

Downtown TIF District Façade & Interior Building Improvement Grant Program

Attachment: Downtown Facade & Interior Building Program Application - Rev Feb 2023 (2023-12 : Downtown TIF District Facade & Interior

Scope of Program: This program is intended to assist with interior and façade renovations of existing buildings within Palatine's Downtown TIF District. It should be noted that applying for the program does not guarantee approval as all proposals are subject to review and recommendation by the Village Council. To be eligible for consideration, a project must comply with the following:

- The building must be located within the Village's Downtown Palatine TIF District;
- The majority of the building's first floor must be dedicated to a non-residential use(s); and
- Original construction of the building must have been completed prior to January 1, 2000.

Project Eligibility: The intent of the program is to encourage façade and interior building improvements while preserving the character of downtown Palatine. Applicants are limited to either the owner of an existing building or business within the Downtown TIF District. Any application submitted solely by a tenant must include consent from the building's owner. Expenses relating to the following types of improvements and services **would be eligible**:

Exterior/Façade Improvements:

- ✓ Façade renovations/improvements;
- ✓ Tuck-pointing, masonry repair, and cornice repair/replacement;
- ✓ New exterior awnings, windows, doors, attached lighting and signage (if signage is an integral part of the building façade); and
- ✓ Rebuilding front walls and foundations.

Interior Improvements:

- ✓ ADA accessibility improvements;
- ✓ Significant energy conservation enhancements consistent with LEED standards;
- ✓ Electrical service upgrades;
- ✓ Water service upgrades;
- ✓ Required fire alarm and/or fire suppression system improvements; and
- ✓ Other extraordinary expenses related to improvements required by the Village's applicable building codes and regulations.

The following types of expenses **would be ineligible** for the program:

- ✓ Routine property maintenance;
- ✓ Non-building improvements (landscaping, paving, etc.);
- ✓ Professional design and permit costs; and
- ✓ Proposed improvements in which the Council determines are not in keeping with the Village's Downtown Design Guidelines, the existing building's character, or the surrounding area.

Application Process: Anyone interested in participating in the program must submit a completed application (including all information requested as part of the application). Following receipt and review of the application, Village Staff will conduct a follow up meeting with the applicant to review the proposed project and related issues. Once these steps are completed, and Staff determines the project (or portions of the project) meet the program's eligibility requirements, Staff will forward the request to the Village Council for their review and consideration at a regular Village Council meeting.

Attachment: Downtown Facade & Interior Building Program Application - Rev Feb 2023 (2023-12 : Downtown TIF District Facade & Interior

Program Terms: Participation in this program shall be subject to the following Program Terms:

a) The amount of TIF funding available for improvements to a specific building shall be limited to:

- **Façade Improvements:** $1,000 per linear foot of the building's frontage on a public street (with a maximum grant amount of $50,000 per building). An additional $500 per linear foot of the building's frontage will be available for a building that is more than one-story tall (up to a maximum total façade improvement grant amount of $75,000).
- **Interior Building Improvements:** $50,000

b) Reimbursement shall be limited to the following: 1) A maximum of 50% of the total eligible and verified expenses for a building in which the majority of the first floor will be occupied by a sales tax generating use (except the reimbursement shall be limited to 25% for the costs associated with signage, awnings, or exterior lighting); or 2) A maximum of 25% of the total eligible and verified expenses for a building in which the majority of the first floor will be occupied by a non-sales tax generating use. Reimbursement shall also be limited to those costs associated with the scope of work outlined in the application and related materials.

c) The improvements must be completed within twelve months from the date of the Village's TIF funding approval.

d) Payments shall be issued in the form of reimbursements for eligible remodeling expenses, as determined by the TIF Act. Proof of payment for expenses in the form of paid receipts will be required prior to reimbursement.

e) No TIF funds shall be awarded to any property which is currently in violation of any applicable ordinances of the Village or which is delinquent in any payments to the Village.

f) TIF funds shall not be used to renovate the same property more than once. This restriction shall not apply to funding previously received from the Village for façade or interior improvements that were approved by the Village Council more than 10 years before the date of application.

g) The program's funding shall be established through the Village's downtown TIF Fund and the annual budget process.

h) Any project that utilizes TIF funds shall comply with any and all applicable federal, state, and local laws including, but not limited to, the TIF Act and the Prevailing Wage Act. If any other form of government funding is received in addition to TIF funding for the property/project, then the Prevailing Wage Act requirements of providing monthly certified payroll records to the Village is required in order to be eligible for the Façade Improvement Program funding.

i) Program funds may not be used for the reimbursement of costs that were incurred prior to the submittal of an application and the Council's review and recommendation of TIF funding related to the proposed project. Any work completed prior to the submittal of an application and the Council's review and recommendation is solely at the risk and cost of the party completing said work.

j) If requested, the applicant shall be required to sign an authorization form that permits the Village to contact the applicant's bank or lending source to ensure, to the Village's satisfaction, that the proposed project has sufficient financial backing.

k) The proposed improvements, and related uses, must comply with all applicable Village requirements and regulations (including the Building Code and Zoning Code).

l) The Village makes no representations or warranties in regards to tax implications that may apply to those that participate in this program. Please consult with a tax expert if you have any questions.

Attachment: Downtown Facade & Interior Building Program Application - Rev Feb 2023 (2023-12 : Downtown TIF District Facade & Interior

Façade & Interior Building Improvement Grant Program

Application

Completion of this application is required in order to determine if your proposed project qualifies for consideration as part of the Village's Downtown TIF District Façade & Interior Building Improvement Grant Program. The Scope of Program, Project Eligibility, Application Process, and Program Terms are all outlined in the attached program summary.

Building Address: _____

Name of Applicant: _____

Is the Applicant the Building Owner: [ ] Yes [ ] No

Note: If the Applicant is not the building owner, a letter indicating the building owner's approval of the proposed building improvements must be submitted as part of this application.

Name of Business (please include the name(s) of all existing businesses within the building):

_____

_____

Applicant's Contact Information:

Address: _____

Phone Number(s): _____

E-Mail: _____

Required Submittals with Application: Please see the attached submittal requirements.

Estimated Cost of Eligible Improvements (attach detailed cost estimates): _____

Applicant Signature*: _____ **Date:** _____

*** Note:** By signing this application you are certifying that all information provided is true and accurate to the best of your knowledge, you are agreeing to comply with all of the Program Terms, and you are acknowledging that any approved improvements must receive any required permits and approvals from the Village prior to the commencement of construction.

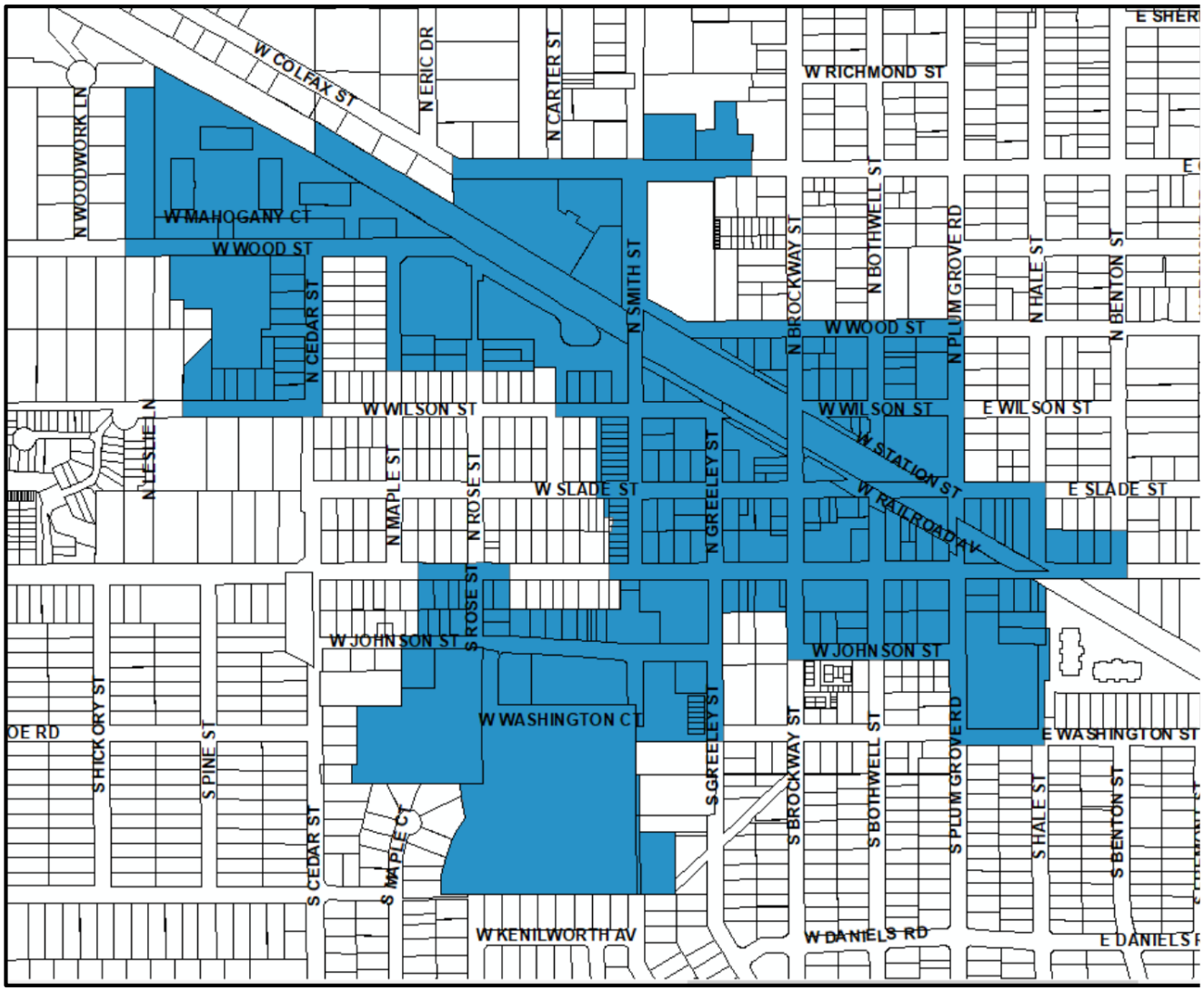
Attachment: Downtown Facade & Interior Building Program Application - Rev Feb 2023 (2023-12 : Downtown TIF District Facade & Interior

Submittal Requirements: The following information must be submitted in conjunction with your Façade & Interior Building Improvement Grant Program Application:

- If the applicant is not the building owner, a fully executed lease shall be submitted (if a lease has not yet been signed, the disbursement of any approved funding and corresponding reimbursement payments will be contingent upon the Village receiving a fully executed lease).
- If the applicant is not the building owner, a letter from the building owner consenting to the proposed improvements shall be provided.
- Plans illustrating the proposed improvements.
- For proposed interior improvements, please provide photos depicting where the proposed interior improvements would take place.
- A narrative that includes the following:
    - Description of your business;
    - Outline of how the proposed improvements will improve your business and/or benefit the Village; and
    - Describe or demonstrate how the proposed improvements would not take place "but for" the requested grant.

Attachment: Downtown Facade & Interior Building Program Application - Rev Feb 2023 (2023-12 : Downtown TIF District Facade & Interior

Village of Palatine
Downtown TIF District



Attachment: VoP Downtown TIF District Boundary Exhibit (2023-12 : Downtown TIF District Facade & Interior Improvement

Consider an Ordinance Amending Chapter 5 Animals of the Code of Ordinances of the Village of Palatine

BACKGROUND:
There are three items proposed for amendment within Chapter 5 Animals:

1. Backyard Chickens
Residents approached the Village Council on December 13, 2021 requesting that backyard hens be allowed as a permitted use within the Village and provided a comprehensive binder of materials and research they have conducted. Staff met with residents in March, 2022 after conducting research on backyard hens. Staff reviewed other community regulations in the Chicago-land area and the current special use process that has allowed one backyard hen house in Palatine. During 2022, staff recommended changes to the Code of Ordinances that clarifies the process for an Administrative Special Use. Staff wanted to complete that process prior to the discussion this evening as this will allow an additional option for the Council to consider. At the November 21, 2022 Council Meeting, the Palatine Village Council heard a presentation from staff on backyard chickens. The discussion was broken into two areas: the appropriate zoning process (should the Council want to even allow backyard hens) and the minimum criteria to be considered.

2. Vicious Dogs
Staff is recommending amendments to strengthen language restricting vicious dogs in Palatine.

3. Pet Registration
At the August 1, 2022 Council Meeting, the Palatine Village Council heard a mid-year financial review presentation from staff, which included the discontinuation of the Village vehicle sticker program. The software that managed vehicle stickers, Third Millennium, also managed Pet Licenses. Staff is recommending replacing a pet license with a pet registration process.

KEY ISSUES:

- Staff has prepared an Ordinance that keeps the process for application as it is currently, requiring a special use for an unique use, but establishing a minimum set of criteria that **must** be met as a condition to even apply for consideration. This would avoid one of the concerns raised that there are no guidelines and people can go through a whole process that is too subjective. With criteria, a homeowner would know that they need to meet minimum standards prior to moving forward. One change from the staff presentation on 11/21/2022 is a restriction that licenses will only be issued to single family residences zoned R-1A, R1-B, R-1C, R-2 or otherwise meets the standards of those zoning standards.
- Chicken keeping criteria to include:
  - Hen Keeping License
  - License Fee
  - State Permit required- Livestock Premises ID
  - Written consent of all abutting property owners

    - Village would send out consent forms to abutting owners to provide consistent information
    - "Abutting" properties will be determined solely at the discretion of the Village Manager and Director of Community Development.
  - Maximum of six (6) hens and no roosters
  - Solid 6-foot rear fenced yard
  - Fenced chicken "run" required and hens confined to coop or enclosed "run" at all times
  - Limited to single family residences zoned R-1A, R1-B, R-1C, R-2 or otherwise meets the standards of those zoning standards and the property is owner occupied
  - Hen house/Coop Criteria:
    - Hens confined to coop or enclosed "run" at all times
    - Coop set back 15 ft. from side yard and 15 ft. from rear lines
    - Coop set back 10 ft. from primary structure
    - Coop located in rear yard and not abut primary structure
    - Not located in easement
    - Coops no more than 8 ft. in height
    - Coops shall be a minimum 4 square feet per hen
    - Coops are subject to the maintenance standards of accessory structures
    - Chicken coops must be of sufficient size and strength to protect hens from predators and weather elements, including extreme temperatures
    - Building Permits could be required for hen house/coop
  - Twice per year inspection for the first two years of hen keeping with the option to reduce thereafter
  - Chickens will remain prohibited but for satisfying all the criteria and receiving the necessary zoning approvals.
- Chapter 5 was amended to include language strengthening restrictions on vicious dogs.
- The Village Code requires amendment to implement a change from a pet license to a pet registration. The text amendment consists of replacing an annual pet license for a fee with a free pet registration form. Keeping a registration record of pets in Palatine still allows for Police enforcement and tracking.
- The new pet registration process will be done through the Village's website, CivicPlus, at no fee. As a result, pet tags will no longer be required.

ALTERNATIVES:

1. Approve the proposed Text Amendments to Chapter 5 Animals of the Village Code.
2. Do not approve of the Text Amendments to Chapter 5 Animals of the Village Code.

RECOMMENDATION:

Staff recommends approval of the Text Amendments to Chapter 5 related to vicious dogs, animal registration and general matters. As it relates to backyard chickens, staff reserves the policy decision to Village Council discretion.

ACTION REQUIRED:
A motion to approve a Text Amendment to Chapter 5 of the Village Code.

ATTACHMENTS:

- Ordinance Amendment Chapter 5
- Proposed Amendments Chapter 5

RESULT:	**MOTION CARRIED BY ROLL CALL [5 TO 1]**
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg
NAYS:	Kollin Kozlowski
ABSENT:	Brad Helms

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 ANIMALS OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALATINE

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

SECTION 1: The following sections of Chapter 5 of the Code of Ordinances be amended with the changes depicted in Exhibit "A" related to general matters:

Section 5-1	Section 5-9	Section 5-36	Section 5-40
Section 5-2	Section 5-10	Section 5-37	Section 5-41
Section 5-6	Section 5-11	Section 5-38	Section 5-42
Section 5-7	Section 5-20	Section 5-39	Section 5-43
Section 5-8	Section 5-23		

SECTION 2: That the following sections of Chapter 5 of the Code of Ordinances be amended in accordance with the changes depicted in Exhibit "A" related to the licensure requirements of backyard chickens:

Section 5-1	Section 5-6 (18)

SECTION 3: That the following sections of Chapter 5 of the Code of Ordinances be amended in accordance with the changes depicted in Exhibit "A" related to the prohibition of vicious dogs:

Section 5-1	Section 5-8	Section 5-23	Section 5-37
Section 5-6			

Attachment: Ordinance Amendment Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

SECTION 4: That the following sections of Chapter 5 of the Code of Ordinances be amended in accordance with the changes depicted in Exhibit "A" related to the change from animal license to registration:

Section 5-1	Section 5-11	Section 5-38	Section 5-41
Section 5-6	Section 5-36	Section 5-39	Section 5-43
Section 5-10	Section 5-37	Section 5-40	

SECTION 5: That the Village Clerk is directed to maintain a record of the modifications to the existing ordinance, all of which are indicated on Exhibit "A" (a redlined version of the modifications approved pursuant to this Ordinance).

SECTION 6: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This _____ of _____, 2023

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

APPROVED by me this _____ of _____, 2023

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ of _____, 2023

_____
Village Clerk

Attachment: Ordinance Amendment Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

Chapter 5 ANIMALS*

***Cross reference(s)--**For provisions regarding powers and duties of board of health in relation to Animal Control see □ 2-346.

State law reference(s)— Animal Control Act, 510ILCS5/1. Illinois Dangerous Animals Act 720 ILCS 585 Humane Care for Animals Act 510ILCS 70

County law reference—Cook County Code of Ordinances –Animals –Chapter 10

Editor's Note: Ordinance No. 0-8-11, passed on February 7, 2011, replaced Chapter 5 in its entirety.

Art. I. In General, □□ §§5-1--5-19
Art. II. Animal Safety Commission, □□§§5-20--5-25
Art. III. Dogs and Cats, □□ §§5-26--5-54
Div. 1. Generally, □□§§5-26--5-35
Div. 2. Registration, □□§§5-36--5-54
Art. IV. Beekeeping, □□§§5-55--5-57

Deleted: Licenses

ARTICLE I. IN GENERAL

Purpose:

- Protecting citizens from rabies by specifying such preventive and control measures as may be necessary;
- Protecting animals from abuse, neglect, inhumane treatment and health hazards, particularly rabies; Providing security to residents from annoyance, intimidation, and injury from cats, dogs, and other animals;
- Encouraging responsible pet ownership;
- Providing for the assessment of penalties for violators and for the enforcement and administration of this Ordinance.

Sec. 5-1. Definitions.

For the purposes of this chapter the following words shall have the meanings indicated unless their context clearly requires otherwise:

Abandoned means a domesticated animal that an owner has forsaken entirely or neglected or refused to provide care and support.

Adequate shelter means a structurally sound, properly ventilated, sanitary and weatherproof shelter suitable for the species, condition and age of the animal, which provides access to shade from direct sunlight

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Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

and regress from exposure to inclement weather conditions. The size of the shelter should allow adequate freedom of movement and normal postural adjustments. The condition of the shelter should be such as to not exacerbate existing weather conditions, e.g., a metal doghouse in the hot sun.

Bite means seizure of a person or domestic animal with the jaws or teeth of any cat, dog or other animal capable of transmitting rabies so that the person so seized has been wounded or pierced and further includes contact of the saliva of cat, dog or other animal with any break or abrasion of the skin.

Cat shall mean all members of the feline family.

Cat of yaccination age shall mean any cat which has attained the age of four (4) months.

Chicken shall mean the common domestic fowl (Gallus gallus domesticus) or its young.

Confined means the restriction of the cat, dog or other animal at all times by the owner in a manner that will isolate the cat, dog or other animal from the public and other cats, dogs or other animals.

Control means any owned animal that is either secured by a leash or lead, or within the premises of its owner, or confined within a crate or cage, or confined within a vehicle, or within the premises of an electric fence, or within the premises of another person with the consent of that person.

Dangerous dog means any individual dog when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal.

Dog shall mean all members of the canine family.

Dog of yaccination age shall mean any dog which has attained the age of four (4) months.

Domestic animal shall mean any dog, cat, or other animal that is permitted to remain on or about the premises of any residence or business, or is cared for or provided food by an owner on a regular basis. (Ord. No. 0-44-03, §1, 2/10/03)

Dangerous animal means a lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi, bear, hyena, wolf or coyote, or any venomous or life-threatening reptile. (720 ILCS 585)

Enclosure means a fence or structure of at least six feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine an animal in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the animal, within the enclosure. The enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, the door must be locked.

Ferret means all members of the classification, *Mustela putorius furo*.

Feral Cat means a cat that:

(1) Is born in the wild or is the offspring of an owned or feral cat and is not socialized;
(2) Is a formerly owned cat that has been abandoned and is no longer socialized; or
(3) Lives on a farm.

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Feral Cat Caretaker means any person other than an owner who provides food, water or shelter to, or otherwise cares for, a feral cat.

Feral Cat Colony means a group of cats that congregate, more or less, together as a unit. Although not every cat in a Colony may be feral, any nonferal cats that congregate with a colony shall be deemed to be a part of it.

Feral Cat Colony Caretaker means any Feral Cat Caretaker who is approved by a Sponsor to care for a Feral Cat Colony.

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Guard dog means a dog used in a commercial business or by a municipal or police department for the purposes of patrol and protection.

Hospital shall mean any establishment under the supervision of a licensed veterinarian where animals are taken for treatment of disease, boarding, surgery, shots, treatment of injury, cremations, baths, grooming, haircuts, pedicure or training.

Impounded means taken into the custody of the public animal control facility in the city, town, or county where animal is found.

Kennel shall mean and include any establishment or premises where more than three (3) dogs or three (3) cats or any combination thereof over four (4) months of age are boarded or kept for any purpose whatsoever, with the exception of regularly established veterinary hospitals, pet shops, pounds or shelters. Kennels should only be allowed when in conformance with the Palatine Zoning Ordinance.
.

Muzzle means a fastening or covering for the mouth of an animal used to prevent biting and eating.

Other animals shall mean any male or female domesticated or wild animal other than dogs or cats.

Owner shall mean any person having a right of property in a dog, cat, or other animal or who keeps or harbors a dog, cat, or other animal or has it in his care or acts as its custodian or who knowingly permits a dog, cat, or other animal to remain on or about any premises occupied by him.

Pet shop shall mean any room or group of rooms, cage or pen, not part of a kennel, pound, shelter or veterinary hospital wherein dogs, cats or other animals are kept or displayed for sale.

Pet shop operator shall mean any person who sells, offers to sell, exchange or offer for adoption, with or without charge or donation, dogs, cats or other animals, provided that a person who sells only dogs or cats that he/she has produced or raised shall not be considered a pet shop operator hereunder, and further provided that a person who sells only dogs or cats that he/she has owned for a period of ninety (90) days or longer shall not be considered a pet shop operator hereunder.

Physical injury means the impairment of physical condition.

Rooster means a male adult chicken.

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Scratch means a wound, usually superficial, inflicted by nails, claws, or something pointed pulled across the skin, etc.

Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

Serious physical injury means a physical injury that creates a substantial risk of death or that causes death, serious disfigurement, serious impairment of health, impairment of the function of any bodily organ, or injury requiring plastic surgery, or injury or injuries that when viewed by a reasonable person are considered significant and substantial.

Police animal means an animal owned or used by a law enforcement department or agency in the course of the department's or agency's work.

Pound shall mean an enclosure established for the confinement of dogs, cats or other animals under the provisions of this chapter, a facility licensed by the Illinois Department of Agriculture.

Rabies is a virus transmitted by the inoculation of infectious saliva through the skin as in, bite wounds, open cuts or mucous membranes. It attacks the central nervous system and is present primarily in the saliva, brain tissue and spinal fluid of a rabid animal.

Service animal means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Stray animal means any owned animal that is not controlled. The stray animal owner is responsible for all costs relating in the apprehension and impoundment of the animal found not under control.

Tethering means to restrain a dog by tying the dog to any object or structure, including without limitation a house, tree, fence, post, garage, shed, clothes line by any means, including without limitation a chain, rope, cord, leash or running line.

Deleted: (Cook Co. Chp 10 Article 1 10-2)

TNR means Trap, Neuter and Return.

TNR Program means a program pursuant to which feral and stray cats are trapped, neutered or spayed, microchipped, vaccinated against rabies, and returned to the location where they congregate, in accordance with the Cook County ordinance.

Deleted: (Cook Co. Chp 10 Article IV sec. 10-95., No. 07-0-72, 10-16-2007)

Shelter shall mean any establishment where dogs, cats or other animals are received, housed, and distributed with or without charge.

Stray animals shall mean those animals which are running at large in the public way or on private property other than that of the owners or keepers of such animals.

Vaccination shall mean the injection subcutaneously or otherwise as approved by the Illinois Department of Agriculture of anti-rabies vaccine approved by the Illinois Department of Agriculture for the prevention of rabies.

Vicious animal means an animal that, without justification, attacks a person or domestic animal, and causes physical injury, serious physical injury or death or any individual animal that has been found to be a "dangerous dog" upon three separate occasions. (Code 1961, §16.101)

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Sec. 5-2. Cruelty/Neglect of Animals

It shall be unlawful for any person willfully and cruelly to injure or kill any animal by any mode or means causing it unnecessary fright or pain, and it shall further be unlawful for any person, by neglect or otherwise, to cause or allow any animal to endure pain, suffering, or injury, or to fail or neglect to aid or attempt alleviation of any pain, suffering or injury so caused to any animal. (Code 1961, §16.102)

(a) No owner shall fail to provide his or her animals with sufficient wholesome food and water, adequate shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

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(b) No person shall beat, torment, overload, overwork or otherwise abuse an animal.

(c) No person shall own, keep, harbor, or otherwise maintain within the village, any breeds of fowl that are or will be used in the pursuit of and staging of cockfighting on any premises.

(d) No person shall promote, stage, hold, manage, conduct, or carry on any animal fight or any other type of contest, game or fight of a similar nature, nor any simulated version of same that involves baiting or inciting an animal toward intent to fight.

(e) No person shall be permitted to keep animals in violation of the Humane Care for Animal Act (510 ILCS 70/1 et seq.) or the Animal Welfare Act (225 ILCS 605/1 et seq).

(f) No owner may abandon any animal where it may become a public charge or may suffer injury, hunger or exposure.

(g) No person shall kill or wound, attempt to kill or wound, or take the nest or eggs or young of any bird that is protected by Federal or State law

(h) No person shall keep or permit to be kept or display for exhibition purposes any wild animal contrary to Federal, State and local laws or regulations.

(i) No person shall leave any animal unattended in a motor vehicle or enclosed trailer when the outside temperature shall exceed 30 degrees Celsius (86 degrees Fahrenheit) or contain any animal in such manner that the animal does not have proper air circulation while confined in a motor vehicle, trailer, kennel, dog house, or any type of container or structure in which an animal may be confined.

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(j) Any person who, as the operator of a motor vehicle, strikes an animal shall stop at once and render such assistance as may be possible; or shall immediately report such injury to the animal owner, if known; or the appropriate law enforcement agency; or to the local humane society.

State law reference(s) --Power of municipality to prohibit cruelty to animals, 510 ILCS 70

Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

Sec. 5-3. Leaving or exposing poison to animals unlawful.

It shall be unlawful for any person to lay out or expose any kind of poison or to leave exposed any poison, poisoned food or poisoned drink for animal or fowl on the premises of another, or in any unenclosed place, or to aid or abet any person in so doing. (Code 1961, §16.103)

Sec. 5-3.1. Feeding of wildlife.

It shall be unlawful for any person or property owner to feed or allow the feeding of wildlife by placing or leaving any food, feed or seed at the exterior of any public or private property, with the exception of the use of elevated bird feeders. Elevated bird feeders are allowed for use as long as all food, feed or seed is placed in a feeder designed for the specific purpose of feeding birds. Any accumulation of food, feed or seed spilled onto the ground or surfaces from elevated bird feeders shall be removed by the person or property owner to prevent an attractant to wildlife. (Ord. No. O-42-21, 4/19/2021)

Sec. 5-4. Killing when dangerous.

The members of the police department, health department or other authorized person may kill any animal of any kind when it is necessary for the immediate protection of any person or property. All such animals shall have entire brain submitted to recognized laboratory for rabies examination. (Code 1961, §16.104)

Sec. 5-5. Diseased.

No domestic or wild animal afflicted with a contagious or infectious disease shall be allowed to be shipped or removed from the premises of the owner thereof, except under the supervision of the health department. It is hereby made the duty of the health department to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection except as otherwise provided by law. (Code 1961, §16.105)

Sec. 5-6. Control of animals.

Unless authorized, it shall be unlawful:

(1) To permit any dog or other animal, whether registered or not, to run at large within the village. A dog or other animal shall be deemed to be running at large when off the premises of its owner, and not on a leash (including retractable leash), tether, chain, rope or the like held by its owner or other person able to control such dog or other animal. (Ord. No. 0-85-74, §1, 10/14/74)

a) Tethered dogs must have access at all times to water, adequate shelter and dry ground. Multiple dogs should not be tethered together and must have their own water and adequate shelter.

b) Tethers must be at least 10 ft. long and in a manner to prevent injury or strangulation. It must be attached to a properly fitting collar/harness with a rotating toggle attachment. Pinch, prong or choke collars should not be used. The tether should not wrap directly around the dog's neck.

c) No dog may be tethered in cases of extreme weather conditions.

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Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

d) No dog shall be tethered within 200 yards of a school.

e) No person shall permit a tethered dog to bark, whine, howl or make excess noises so as to cause a nuisance. To permit any animal, whether registered or not, to enter any public body of water, pond, fountain, or stream.

f) Persons who utilize "invisible fencing" to contain any animal must set back the invisible fence from the public right of way a minimum of five (5) feet.

(3) To permit any animal to enter any place where food is stored, prepared, served or sold to the public, or any other public building or hall, provided, however, that this section shall not apply to any disabled person with a support dog to veterinary offices or hospitals, or to animal shows or exhibitions where at least twenty-four (24) hours advance notice has been given to the health department.

(4) To permit any animal to enter or remain on private or public property without the consent of the property owners.

(5) To permit any dog to chase, run after or jump at vehicles using the public thoroughfares.

(6) To permit any dog to habitually snap, growl, snarl, jump upon or otherwise threaten persons lawfully using any common thoroughfare, sidewalk, passageway, bypath, play area, park, or any place where people congregate or walk.

(7) To keep, harbor, or maintain any dangerous dog, vicious animal or an animal with vicious propensities within the Village, except as provided by this code.

(8) To own, harbor, keep, or be in charge of any dog, cat, or other animal, which has been declared a dangerous dog or vicious by the local health or police authorities or under the laws or ordinances of any other jurisdiction.

(9) To permit any dog, cat, or other animal to howl, yelp, whine, or meow or bark or make noise in such a manner as to disturb any person or neighborhood.

(10) To allow any place where any animal is or may be kept to become unclean or unsanitary.

(11) To harbor, keep or raise any live cattle, swine (including pot-bellied pigs), sheep, goat or other fowl anywhere in the village.

(12) To harbor or be in charge of any dog, cat, or other animal, or cause, suffer, or allow such dog, cat, or other animal to soil, defile, defecate on or commit any nuisance on any common thoroughfare, sidewalk, passageway, bypath, play area, or any place where people congregate or walk, or upon any public property whatsoever, or upon any private property without the permission of the owner of said property unless:

(a) The person who so curbs such dog, cat, or other animal, shall immediately remove all feces deposited by such dog, cat, or other animal by any sanitary method approved by the health department.

(b) The feces removed shall be disposed of by the person owning, harboring, keeping,

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Deleted: or to permit such dog, cat or other an be upon a public street or highway, or upon any premises other than those of the person owning dog, cat or other animal or those of a person wh given permission to said owner to keep or harbo dog, cat or other animal on his premises unless dog, cat or other animal wears a muzzle securel fastened about its mouth in such a manner that bite and is on a leash, tether, chain, rope or the overall length of which, including the hand grip not exceed six (6) feet held by its owner or othe able to control such dog, cat or other animal an on the premises of the owner, shall not be allow come in contact with any person who is not a m of the immediate household

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Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

or in charge of any dog, cat, or other animal curbed in accordance with the provisions of this ordinance, in a sanitary manner approved by the health department.

(13) To fail to report animal bite.

(a) To fail to report an animal bite, whether to a human or another domestic animal within twenty-four (24) hours. This includes bites of a family pet to a family member.

(b) Fail to comply with the mandated rabies observation period. All biting animals must be observed by a licensed veterinarian within 24 hours of the bite.

(c) It shall be unlawful for the owner of a biting animal to euthanize, sell, give away or otherwise dispose of, or have inoculated against rabies the biting animal until it has been released from the rabies observation confinement by the veterinarian.

(14) Up to three (3) rabbits may be kept on any single-family residential lot within a residential district as defined in Appendix A, Zoning Ordinance, of this Code. Rabbits must be kept in hutches or cages that are available for inspection by the health department. No cage or hutch shall be located within fifteen (15) feet of any lot line. Code 1961, §16.301; Ord. No. O-73-77, §§1, §2, 7/11/77)

(15) To permit any dog, cat, or other animal to bite, scratch, or in any other manner, break the skin of any person within the Village of Palatine. (Ord. 0-44-03, §2, 2/10/03)

(16) To permit any dog, cat, or other animal to bite, scratch, or in any other manner, break the skin of any other domestic animal within the Village of Palatine. (Ord. 0-44-03, §2, 2/10/03)

(17) No person shall have a right of property in, keep, harbor, care for, act as custodian of or maintain in his/her possession any dangerous animal except at a properly maintained zoological park, federally licensed exhibit, circus, scientific or educational institution, research laboratory, veterinary hospital, hound running area, or animal refuge in an escape-proof enclosure. "Dangerous animal" means a lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi, bear, hyena, wolf or coyote, or any venomous or life-threatening reptile. (720 ILCS 585/1)

It is no defense to a violation that the person violating such has attempted to domesticate the dangerous animal. If there appears to be imminent danger to the public, any dangerous animal found not in compliance with the provisions of this Act shall be subject to seizure and may immediately be placed in an approved facility. Upon the conviction of a person for a violation of such, the animal with regard to which the conviction was obtained shall be confiscated and placed in an approved facility, with the owner thereof to be responsible for all costs connected with the seizure and confiscation of such animal. Approved facilities include, but are not limited to, a zoological park, federally licensed exhibit, humane society, veterinary hospital or animal refuge. (720 ILCS 585/2)

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(18) To keep chickens, unless there is full compliance with the minimum criteria as outlined in 5-6 (18) and said compliance has been verified by the Village Manager or his/her designee and further has been granted approval by the Village Council.

(a) License required. No person may keep any Chicken(s) prior to receipt of a residential Backyard Chicken Keeping License as issued and conditioned by the Village Manager.

(b) The owner of property on which chickens are kept must obtain a Livestock Premises Registration from the Illinois Department of Agriculture, and must retain proof of registration on the property.

(c) Licenses will only be issued to single family residences zoned R-1A, R1-B, R-1C, R-2 or otherwise meets the standards of those zoning standards.

(d) The property on which chickens are kept must be an owner-occupied parcel and is occupied as a single-family residential home.

(e) Chickens must be kept to a chicken run or chicken coop, as approved pursuant to any special use, at all times. Chickens are not permitted to run at-large in the village. Chickens must be kept within a permitted coop with an attached run to protect the chickens from predators and to prevent chickens from encroaching onto neighboring properties.

(f) Chicken coops, runs or other structures may be located only in rear yards.

(g) Residential lots granted a chicken-keeping permit must provide solid fencing at six (6) feet height in the rear yard.

(h) Chicken coops shall be fifteen feet from an interior and rear lot line and shall not be located within ten feet of any primary structure.

(i) No chicken coop may be erected or constructed except upon receipt of and in compliance with all applicable building permits pursuant to Chapters 6 and 10.

(j) Chicken coops are subject to the maintenance standards of accessory structures.

(k) No chicken coop may exceed eight (8) feet in height.

(l) Chicken coops and runs must provide not less than four square feet for each Chicken kept on the property.

(m) The keeping or harboring of any Rooster is prohibited.

(n) No person shall keep more than six Chickens on any licensed premises.

(o) Slaughtering of Chickens on any residential lot is prohibited,

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(p) All chicken feed shall be kept in rodent proof containers until utilized for consumption by the permitted Chickens.

(q) Coops and enclosures shall be maintained in clean and sanitary condition at all times.

(r) All properties for which a Backyard Chicken Keeping License has been issued pursuant to this Section 5-6 (18) are subject to inspection by Village representatives upon initial installation of any chicken coop or chicken run, and in the discretion of the Village to investigate any complaint concerning Chickens kept on such property.

(s) Written support and consent of abutting property owners is required (any exception must be granted by the Village Manager or his/her designee).

Sec. 5-7. Animal bites.

Whenever any dog, cat, or other animal bites a person, or another domestic animal the owner of said dog, cat, or other animal shall immediately notify the police department and the health department who shall order the dog, cat, or other animal to be held on the owner's premises, if vaccinated, or shall have it confined and observed in a veterinary hospital, if not vaccinated, for a period of ten (10) days. The dog, cat, or other animal shall be examined immediately after it has bitten anyone and at the end of the ten (10) day period. If at the end of the ten (10) day period of observation a veterinarian is convinced that the dog, cat, or other animal is free from rabies, he/she shall order the dog, cat, or other animal released from quarantine. The owner of said dog, cat, or other animal shall be responsible for all fees and charges incurred to meet the requirements of this section. (Code 1961, §16.302)

Owners of caged rabbits, guinea pigs, gerbils, rats and mice owned over thirty (30) days are not required to submit it for a vet exam when it bites someone. They must report the animal's health status to the Cook County Department of Rabies and Animal Control on the first and tenth day after the bite.
State law reference(s)--Similar provisions, 510ILCS5/13.

a) Animal attacks or injuries. If a dog or other animal, without provocation, attacks, attempts to attack, or injures any person who is peaceably conducting himself or herself in any place where he or she may lawfully be, the owner of such dog or other animal is liable in civil damages to such person for the full amount of the injury proximately caused thereby. This shall include injury to a person's domestic animal. (510 ILCS 5/16)

Sec. 5-8. Public nuisance--Declared.

Any dog, cat, or other animal doing any of the acts prohibited in section 5-6, or kept in violation of any provision of section 5-6, is hereby declared to be a public nuisance and such animal may be seized and impounded as provided herein. (Code 1961, §16.401)

Sec. 5-9. Same--Abatement.

(1) Any dangerous dog, vicious animal, or other animal constituting a public nuisance as provided in this chapter may be referred to the Animal Safety Commission (Article II of this Chapter) for public hearing and disposition upon receipt by the Commission of certified copies of the judgment and sentence showing one (1) citation and conviction of an owner (convictions to include unpaid tickets, with proof of service, sent for collection) for violations of section 5-6 and no finding was entered by the court showing that the owner will be able to provide restraints to protect the public.

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(2) In all instances in which an owner of a dog, cat or other animal is convicted of one violation of section 5-6 of this Code and such conviction involves a case in which the animal has bitten or attacked a person, the matter may be referred to the Animal Safety Commission (Article II of this Chapter) for public hearing and disposition. The chairman of the commission, in his/her sole discretion, may also convene the commission to conduct public hearings as a result of one or more written complaints filed with him concerning an animal housed within the Village.

(Ord. 0-44-03, §4, 2/10/03)

Sec. 5-10. Impoundment.

The police department and health department are authorized to enforce the provisions of section 5-8 by impounding any animals found in violation thereof. After such animal is impounded, the police department or health department shall ascertain whether they are registered, and if so, shall within a reasonable time notify by letter or telephone the person to whom the registration was issued that said animal has been impounded and may be redeemed. Any animal impounded pursuant to this section shall be held for the owner up to seven (7) days. In case any animal is not redeemed, it shall be humanely destroyed or otherwise disposed of, provided that none of said animals shall be used for experimental purposes. Any animal may be impounded by the Chief of Police for a period of time deemed by the Chief of Police necessary to protect the public health. (Code 1961, §16.402)

Sec. 5-11. Same--Notice.

(a) In the event that any dog or cat seized for running at large wears a collar or harness having inscribed thereon and attached thereto the name and address of any person, or a registration identifying the owner or person keeping or harboring said cat or dog or any other animal, the police department or health department shall forthwith serve on the person whose name or address is given on the collar or is determined from the dog or cat registration records of the village, a citation in writing stating that the dog, cat or other animal has been seized and will be liable to be disposed of or destroyed if not claimed within seven (7) days after service of the citation.

(b) A citation under this section may be served either by delivering it to the person on whom it is to be served or by leaving it at the person's usual or last known place of abode or at the address given on the collar of the animal impounded or by forwarding it by certified letter addressed to that person at his usual or last known place of abode or to the address given on the collar. (Code 1961, §§16.501, 16.502)

Sec. 5-12. Same--Wild animals.

In the event of an animal bite from wildlife, every attempt will be made to capture and humanely euthanize it. The brain shall be preserved and sent to a recognized laboratory for rabies examination. (Code 1961, §16.406)

Sec. 5-13. Redemption.

Any dog, cat or other animal impounded pursuant to the provisions of this article may be redeemed upon payment of the redemption fee as provided herein. The redemption fee for dogs, cats and other animals shall be as set out in the Fee Schedule Supplement to the Palatine Code of Ordinances for each dog, cat or other animal, plus the total boarding fee incurred during the time which such dog, cat or other animal is retained by the village. (Code 1961, §16.405; Ord. No. O-47-80, §1; 5-27-80 Ord. No. 0-5-94 §5, 2-14-94)

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Sec. 5-14. Interference with authorized officer.

No person shall hinder, molest or interfere with anyone authorized or empowered to perform any duty required by this chapter. (Code 1961, §16.403)

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Sec. 5-15. Enforcing authorities saved from liability.

In carrying out the enforcement provisions of this chapter, no member of the police department or health department or other authorized person shall be held responsible for any accident or disease that may happen to any dog, cat or other animal. (Code 1961, §16.505)

Sec. 5-16. Penalties.

(1) Any person, firm, or corporation violating this chapter shall be fined according to the fees listed in the Village Fee Schedule.

(2) Nothing in this ordinance shall limit the Animal Warden's discretion to require an administrative hearing or mandatory court appearance for any violation cited under this ordinance.

(Ord. No. O-87-75, §1, 12/8/75; Ord.No.0-5-98 §7, 1/26/98, Ord. 0-44-03, §5, 2/10/03; Ord. No. O-103-19, 12/2/19)

Secs. 5-17--5-19. Reserved.

ARTICLE II. ANIMAL SAFETY COMMISSION*

***Editor's note**--Ord. No. 0-62-75, §1, adopted Aug. 11, 1975, amended the 1961 Code by adding the provisions included herein as Art. II, § 5-20--5-23.

Sec. 5-20. Creation; composition and chairman.

There is hereby created an Animal Safety Commission consisting of the following three (3) members: The chairman of the Administration, Technology and Community Health Committee of the Palatine Village Council, the Village Manager and the Community Development Director. Alternatively, the Administrative Hearing Officer may serve as the Animal Safety Commission if designated by the Village Manager. The chairman of the Administration, Technology and Community Health Committee shall act as chairman of the commission. (Ord. No. O-62-75, §1, 8-11-75, Ord. 0-44-03, § 6, 2/10/03)

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Sec. 5-21. Quorum.

Two (2) members of the commission shall constitute a quorum. A majority vote shall be required for all decisions of the commission. (Ord. No. O-62-75, §1, 8/11/75)

Sec. 5-22. Duties.

The commission shall conduct public hearings and dispose of cases involving alleged vicious animals in accordance with the procedures hereinafter set forth. (Ord. No. O-62-75, §1, 8/11/75)

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Sec. 5-23. Procedures.

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Hearings shall be held not less than five (5) nor more than thirty (30) days after the commission has received notification of a conviction, as described in Section 5-9, notification that an animal previously determined to be a vicious animal by another jurisdiction has located within the Village, or after receipt by the chairman of a written complaint or complaints upon which he/she bases his decision to convene a public hearing. The owner of the animal involved shall be given not less than five (5) days prior notice of said hearing, served upon such owner either personally or by certified or registered mail.

The purpose of the hearing shall be to determine whether the dog, cat or other animal is a dangerous dog, or vicious animal constituting a public nuisance which should be abated, destroyed or removed from the village or whether another appropriate means of resolving the controversy exists. In the case of an animal alleged previously determined to be a dangerous dog or vicious in another jurisdiction, a hearing shall be conducted only if the owner asserts no previous determination was made.

All hearings shall be conducted in accordance with rules formulated and established by the commission.

At the conclusion of said hearing, the commission may enter such order as it determines appropriate to resolve the controversy, and in the event that it finds the dog, cat or other animal constitutes a public nuisance which should be abated, destroyed or removed from the village, it shall so order and it shall notify the owner of the animal of its findings and it shall serve a copy of said order upon the Palatine Health Department, provided that the commission shall not permit an animal found to be a dangerous dog or a vicious animal to remain in the Village.

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Thereupon the Palatine Health Department shall direct the animal owner and assure that the owner of said dog, cat or other animal abates, destroys or removes the same from the village within ninety-six (96) hours from the date of the notice. If such dog, cat or other animal is found to be within the confines of the village after said ninety-six-hour period shall have elapsed, said dog, cat or other animal shall be destroyed or removed by the Palatine Health Department. Said owner shall be responsible for all expenses incurred as to the abatement, removal and/or euthanasia of the animal.

The procedures and remedies provided in this Article II shall be separate from and in addition to the penalties and abatement procedures elsewhere provided in this Chapter 5. (Ord. No. O-62-75, §1, 8/11/75, 0-44-03, §7, 2/10/03)

Secs. 5-24, 5-25. Reserved.

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ARTICLE III. DOGS AND CATS

DIVISION 1. GENERALLY

Secs. 5-26--5-35. Reserved.

DIVISION 2. REGISTRATION*

Sec. 5-36. Required.

All dogs and cats harbored, kept or maintained in the village shall be registered with the Village, provided, however, that dogs kept in pet shops, pounds, shelters, hospitals or kennels need not be registered while kept at such pet shop, pound, shelter, hospital or kennel while such establishment is duly licensed as provided in this chapter. Registration is valid for ten years. (Code 1961, §16.201)

Sec. 5-37. Registration Form.

Forms for dog and cat registration shall be on forms provided by the village and shall include a statement of the owner's name, address and telephone number as well as information concerning the breed, sex, age, color and markings of the dog or cat for which the registration is sought and whether it is of a long or short-haired variety. (Code 1961, §16.202) The owner shall further disclose whether (1) the dog or cat for which a registration has been made has previously been determined to be a dangerous dog or a vicious animal in any jurisdiction, and (2) the owner has previously owned an animal within the last ten (10) years that was determined to be a dangerous or vicious animal in any jurisdiction. Such disclosures shall identify the jurisdiction making such determination and the date or dates of all determinations. No animal prohibited to be kept in the Village under this code shall be eligible for registration. The registration form shall contain information on the animal's microchip number and rabies number and expiration date.

Sec. 5-38. Reserved.

Reserved.

Sec. 5-40. Reserved.

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should accompany the application.

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The annual license fee for dogs and cats shall be as p
in the fee schedule supplement to the Palatine Code
Ordinances. (Code 1961, §16.203; Ord. No. 0-20-
3/8/82; Ord. No. 0-75-82, §1, 8/23/82; Ord. No. 0(
§1(9), 8/8/83)

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The license period shall be for one year commencing
November 1st and expiring on October 31st of the fol
year. (Code 1961, §16.204; Ord. No. 0-75-82, §
8/23/82; Ord. No.O-95-21, 9-7-2021)¶

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A license tag issued by the village upon proper app
and payment of fee shall be securely affixed to a sub
collar which shall be worn by each dog or cat at all t
current rabies tag must also be affixed to the collar.
1061, §16.205)

Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

Sec. 5-41. Reserved.

Sec. 5-42. Vaccination required.

All dogs or cats or ferrets (as per Cook County Ordinance Amendment) four (4) months of age and older shall be vaccinated against rabies with an approved rabies vaccine. Rabies vaccines shall be recognized for either a one (1) year or a three (3) year immunization period as follows:

(1) *Three (3) year immunity:* Low egg passage chicken embryo origin modified live virus Flury strain rabies vaccines (safe for use on dogs only) will be recognized for three (3) years; provided the dog is at least one (1) year of age at the time of vaccination. If dogs under one (1) year of age are vaccinated with this type of vaccine, the immunity will be recognized for a period of one (1) year.

(2) *One (1) year immunity:* All other rabies vaccines currently licensed by the veterinary biologics program United States Department of Agriculture are recognized for a one (1) year immunization period.

Animals required to be inoculated against rabies as specified in this chapter shall be re-vaccinated within the time period specified for the particular vaccine used, except as provided above in regard to dogs under one (1) year of age.

If a licensed veterinarian determines in writing that a rabies inoculation would compromise an animal's health, then the animal shall be exempt from the rabies shot. A copy of such shall accompany the village animal license application. (510 ILCS 5/8)

Sec. 5-43. Guide dogs exempted.

All service dogs used for support by disabled individuals shall be registered as other dogs hereinabove provided. (Code 1961, §16.207)

Sec. 5-44. Guard Dogs

All guard dogs shall be registered with the Cook County Department of Animal Rabies and Control each and every year. They must have a current rabies vaccine and be microchipped for identification purposes.

Secs. 5-45--5-54. Reserved.

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No persons except an officer in the performance of h… under this chapter shall remove a license/rabies tag f… collar of any dog or cat without the consent of the ow… shall any person attach a license/rabies tag to a dog o… which it is not issued. (Code 1961, §16.404)

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Attachment: Proposed Amendments Chapter 5 (2023-13 : Chpt 5 Animals- Chickens & Pet Licenses)

Consider a Resolution Granting a Time Extension for Ordinance #O-16-22 for the Previously Approved Drive-Through Popeyes Restaurant at 1142 E. Dundee Road

BACKGROUND:
The Village Council previously approved Ordinance #O-16-22, which granted Special Use and Variation (signage) approvals for the proposed drive-through Popeyes restaurant at 1142 E. Dundee Road (the former Wendy's site). The Village's Zoning Code indicates that Special Use approval is valid for a period of one year, provided a building permit is obtained. While the Petitioner has applied for a building permit, it will not be issued prior to the applicable one-year deadline date of February 22, 2023. Due to these circumstances, the Petitioner is requesting approval of the following:

> **The granting of a time extension of the previously approved Special Use to August 22, 2023, to allow the Petitioner to obtain a building permit for the proposed drive-through Popeyes restaurant.**

KEY ISSUES:

- The proposed drive-through Popeyes restaurant received approvals from the Village Council on February 22, 2022. The Zoning Code requires that a building permit be issued within one year of obtaining Special Use approval, and then requires that the related construction be completed within two years of the issuance of the building permit.
- The Petitioner applied for the building permit on May 20, 2022, but has yet to obtain their permit. As outlined in the attached letter, the Petitioner is balancing issues related with the time frame parameters of a Village building permit and the anticipated time frame to obtain some of the planned building materials and restaurant equipment.
- The proposed extension will require the building permit for the drive-through Popeyes restaurant to be obtained on or before August 22, 2023.
- All other conditions of the previously approved Special Use and Variation will remain in effect.

ALTERNATIVES:

1. Approve the resolution granting the requested time extension.
2. Do not approve the resolution granting the requested time extension.

RECOMMENDATION:
Staff recommends approval of the resolution granting a time extension to August 22, 2023.

ACTION REQUIRED:
Motion to approve the resolution granting a time extension to Ordinance #O-16-22 for the proposed drive-through Popeyes restaurant at 1142 E. Dundee Road.

ATTACHMENTS:

- Aerial 1142 E Dundee

- RES - Popeyes SU Time Extension Feb 2023
- Popeyes Special Use Extension Letter 2.10.23
- O-016-22 SU & Var Popeyes 1142 E Dundee

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

1142 E Dundee Road

Attachment: Aerial 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)

RESOLUTION NO. _____

A RESOLUTION GRANTING A TIME EXTENSION FOR ORDINANCE #O-16-22 FOR THE PREVIOUSLY APPROVED DRIVE-THROUGH POPEYES RESTAURANT AT 1142 E. DUNDEE ROAD

WHEREAS, Ordinance #O-16-22 granted approval for a Special Use and Variation for the construction of a new drive-through Popeyes restaurant; and

WHEREAS, Section 14.05(f)(1) of the Palatine Zoning Ordinance indicates that Special Uses are valid for one year, provided a building permit is issued; and

WHERES, the Petitioner applied for a building permit on May 20, 2022, but has not yet obtained their permit due to the building permit timing requirements and anticipated delays in obtaining some building materials and equipment.

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: That a time extension until August 22, 2023, for obtaining a building permit for the drive-through Popeyes restaurant is hereby granted subject to the following condition:

1. **All conditions of Ordinance #O-16-22 shall remain in effect.**

PASSED: This ____day of _____, 2023

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

APPROVED by me this _____day of _____, 2023

_____

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this _____day of _____, 2023

_____

Village Clerk

Attachment: RES - Popeyes SU Time Extension Feb 2023 (1142 E. Dunee Road - Popeyes SU Extension)

Zubha Pop Food, LLC

Ben Vyverberg
Director of Planning and Zoning
Community Development Department
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

February 10, 2023

Mr. Vyverburg,

I am reaching out to you regarding the special use approval given for the proposed Popeye's Restaurant at 1142 E. Dundee Rd. We were informed that it is set to expire on 2/22/23 and would need to proceed with getting an extension to the special use approval.

We are still working our way through the permitting process. We have not assigned this project to a General Contractor, and this has resulted in our inability to move forward in the process as the GC is required for the Demo Permit and submission of Fire Sprinkler Drawings. It is our plan to send the current drawings out for bid soon, and have a GC awarded the project by the end of April, 2023. Once awarded the job, the GC will need to have his subcontractor start on the required Sprinkler Drawings for City Submittal and file paperwork for Demo Permit. It is feasible the remaining permit process could be completed by the end of June 2023.

However, the start of construction for the project will be pushed until June 1, 2024. We do not order equipment until we are nearing full approval of our construction documents. And recently, lead times on kitchen equipment and electrical gear have extended the time needed between pulling permit and start of construction. If we order equipment now, some of these items would be 8-months out and that is of course, if the manufacturers remain true to their delivery dates – which has not been the case on some of our recent projects. We do not wish to start a project in late 4th quarter, nor do we want the scenario of stopping a project in the middle of winter as we wait for delayed deliveries of materials/equipment.

Based on what has been laid out, the special use approval would need to be extended until June 1, 2024 in order for us to get the project started. Please review our request for the extension and let us know how we proceed moving forward.

Sincerely,

Gerardo Ulloa
Construction Project Manager
Zubha Pop Food, LLC
gulloa@znhfoodsinc.com
708-698-1644

Attachment: Popeyes Special Use Extension Letter 2.10.23 (1142 E. Dunee Road - Popeyes SU Extension)

ORDINANCE NO. O-16-22

AN ORDINANCE GRANTING A SPECIAL USE TO PERMIT A DRIVE-THROUGH AND VARIATION FOR TOTAL SIGNAGE AT 1142 E. DUNDEE ROAD

WHEREAS, pursuant to a petition and public hearing on February 8, 2022 of which public notice was given as required by law, the Zoning Board of Appeals of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit a restaurant with a drive-thru, pursuant to Section 11.03 (d)(26) of the Palatine Code of Ordinances and a Variation to permit 280 square feet of total signage, instead of the maximum permitted total signage of 202 square feet pursuant to Section 8.3 (a)(1) of the Palatine Code of Ordinances, on the following legally described property:

THE EAST 135 FEET OF THE SOUTH 300 FEET FO THE WEST 224 FEET OF THAT PART OF THE EAST ½ OF THE SOUHTWEST ¼ OF SECTION1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES EAST OF THE WEST 30 ACHRES THEREOF (EXCEPT THE SOUTH 70 FEET TAKEN FOR DUNDEE ROAD AND EXCEPT THE EAST 66 FEET THEREOF AND EXCEPT THE NORTH 170 FEET OF THE SOUTH 240 FEET OF THE WEST 170 FEET OF THE EAST 236 FEET THEREOF), (ALSO EXCEPT THE NORTH 2096.75 FEET EAST OF THE WEST 30 ACRES) IN COOK COUNTY, ILLINOIS.

commonly known as 1142 E. Dundee Road (PIN# 02-01-302-019)

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

SECTION 1: A Special Use to permit a restaurant with a drive-thru, pursuant to Section 11.03 (d)(26) of the Palatine Code of Ordinances and a Variation to permit 280 square feet of total signage, instead of the maximum permitted total signage of

Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)

202 square feet pursuant to Section 8.3 (a)(1) of the Palatine Code of Ordinances, is hereby granted, subject to the following condition(s):

1. The Special Use and Variation shall substantially conform to the site plan dated 1/28/2022, landscape plan dated 1/31/2022 and elevations dated 10/29/2021 prepared by MRV Architects, and the business plan, except as such plans may be changed to conform to Village Codes and Ordinances.

2. A Plat of Easement Dedication for the Subject Property shall be submitted in a manner acceptable to the Director of Planning and Zoning and Village Attorney and, shall, at a minimum, extend to the western and eastern lot lines.

3. The traffic directional signage plan shall be submitted in a manner acceptable to the Village Engineer.

SECTION 2: That 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 22 day of February, 2022

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

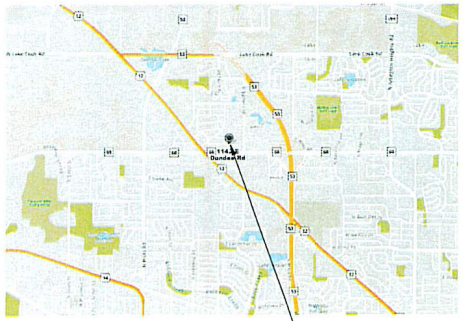
APPROVED by me this 22 day of February, 2022

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 22 day of February, 2022

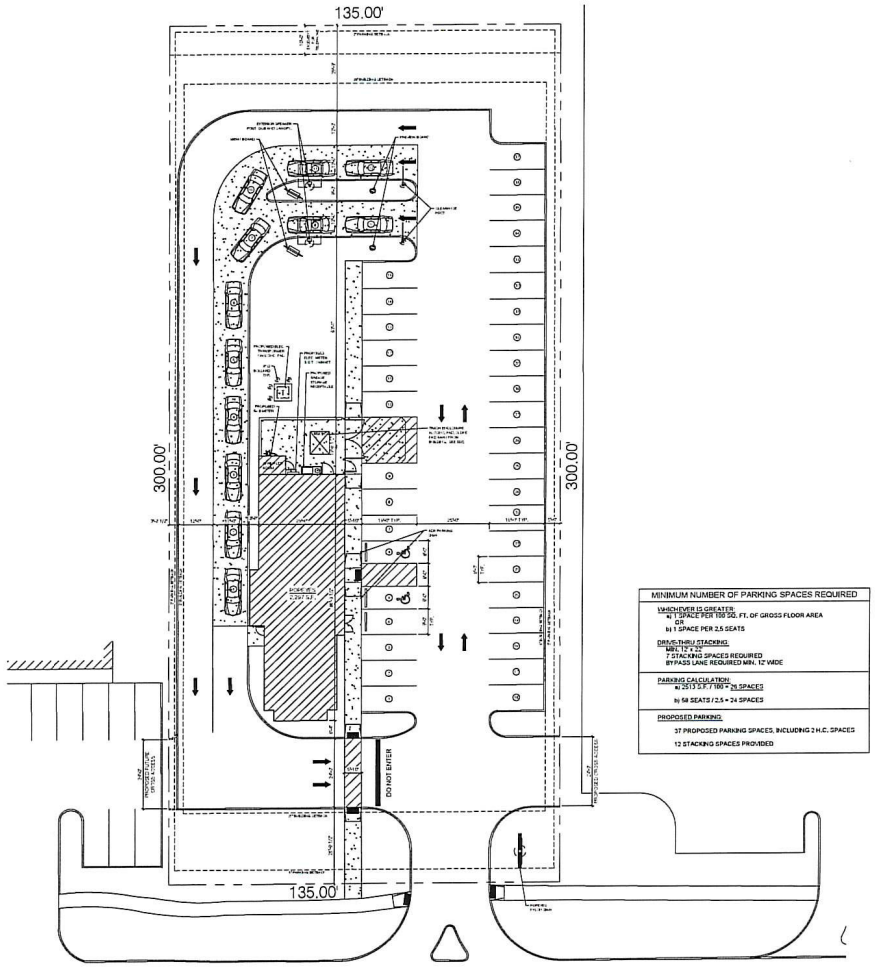
Village Clerk Deputy

Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)



1 SD1 VICINITY MAP
N.T.S.

2 SD1 KEY PLAN
N.T.S.



DUNDEE RD. (IL ROUTE 68)

3 SD1 ARCHITECTURAL SITE PLAN
1"=20'-0"

MR
ARCHITECTS
5101 TOLLVIEW DR., SU
ROLLING MEADOWS, I
TH.: 224.616.2140

POPEYES
1142 E. DUNDEE ROAD
PALATINE, IL 60074

LOUISIANA KITCHEN
POPEYES

ISSUE DATES / RECIPIENTS

REVISED PRELIMINARY SITE PLAN	1-09-23
REVISION PER VILLAGE COMMENTS	1-6-23
SPECIAL USE SUBMITTAL	11-2-22

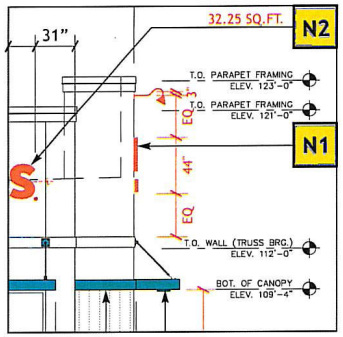
©MR ARCHITECTS, INC. 2023
THESE DOCUMENTS ARE THE PR
MR ARCHITECTS, INC. & MAY NO
USED OTHER PROJECTS WITH
PERMISSION FROM THE ARCHIT

DRAWN BY: J. THOR
CHECKED BY: M. VALE
PROJECT No: 21063

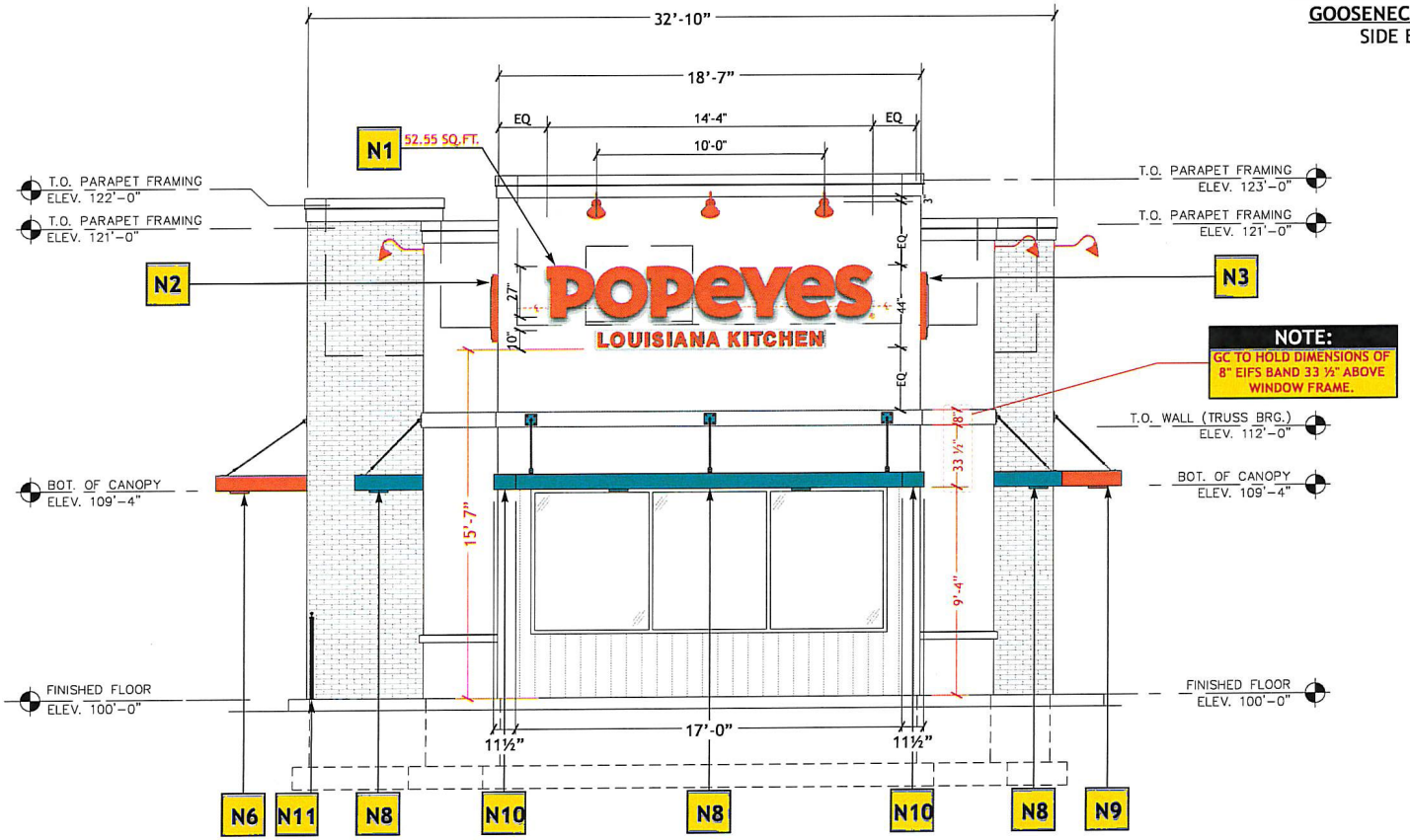
PRELIMINARY SITE PLAN

SD

Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)



GOOSENECK LIGHT PLACEMENT
SIDE ELEVATION VIEW



SOUTH ELEVATION (STOREFRONT)

PROPOSED: 52.55 SQ.FT.

Scale: 3/16" = 1'-0"

LOREN
LOREN INDUSTI
12226 Coast D
Whittier, CA 9(
Tel: (562) 946-
Fax: (562) 949-
St. Lic.: 4554
Los Angeles, C/

POPEYES LOUISIANA KITCHEN

DRAWING/REVISION N
10-21-002

PAGE NO.:
4 OF 19

CLIENT:
POPEYES

ADDRESS
1142 E Dundee R
Palatine, IL 600

Approval Signature

DATE:
10/29/2021

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:

REVISION BY:

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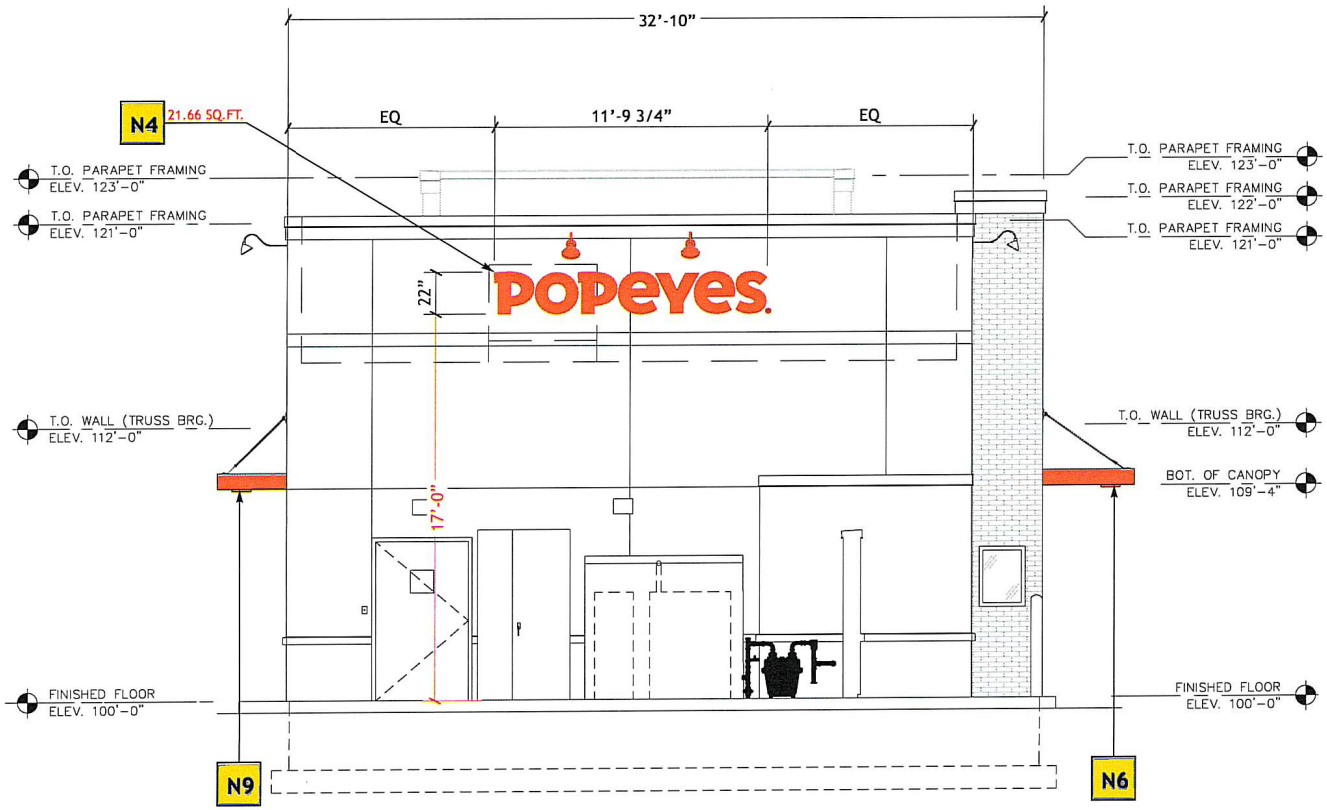
Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)



NORTH ELEVATION (REAR)

PROPOSED: 21.66 SQ.FT.

Scale: 3/16" = 1'-0"

LOREN
LOREN INDUSTR
12226 Coast Di
Whittier, CA 90
Tel: (562) 946-
Fax: (562) 949-
St. Lic.: 4554
Los Angeles, CA

POPEYES

DRAWING/REVISION N
10-21-002

PAGE NO.:
5 OF 19

CLIENT:
POPEYES

ADDRESS
1142 E Dundee R
Palatine, IL 600

Approval Signature

DATE:
10/29/2021

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:

REVISION BY:

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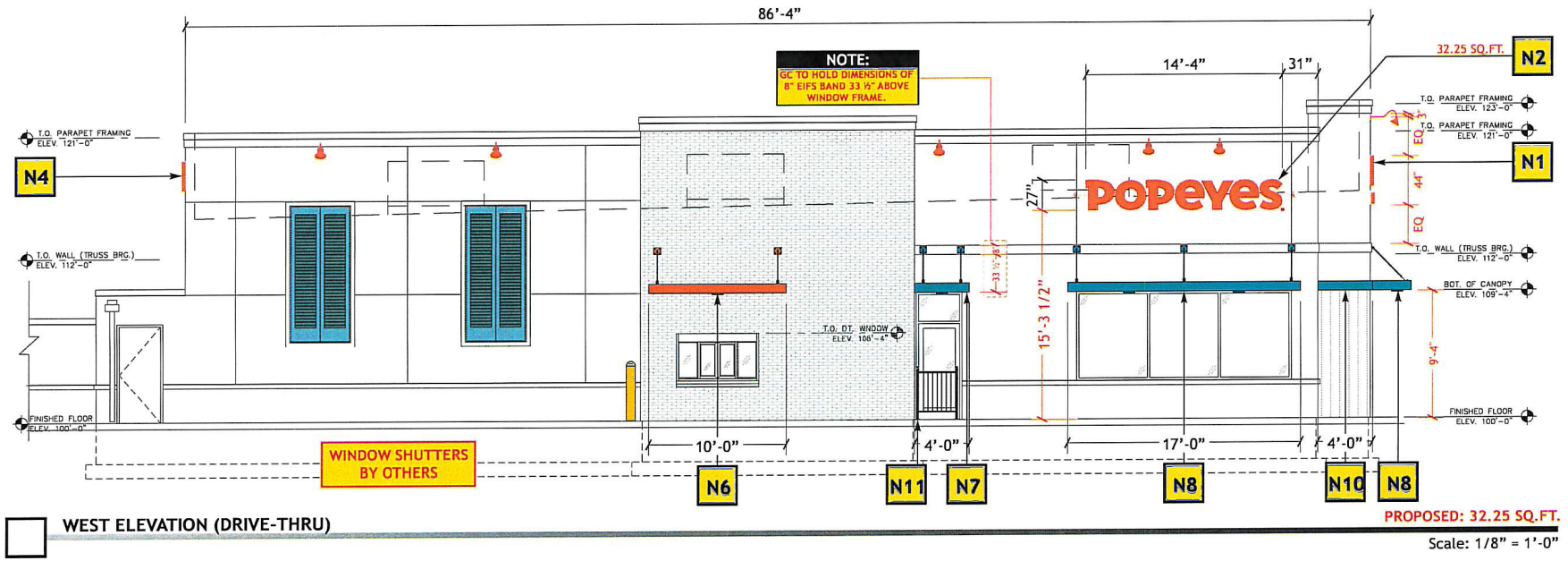
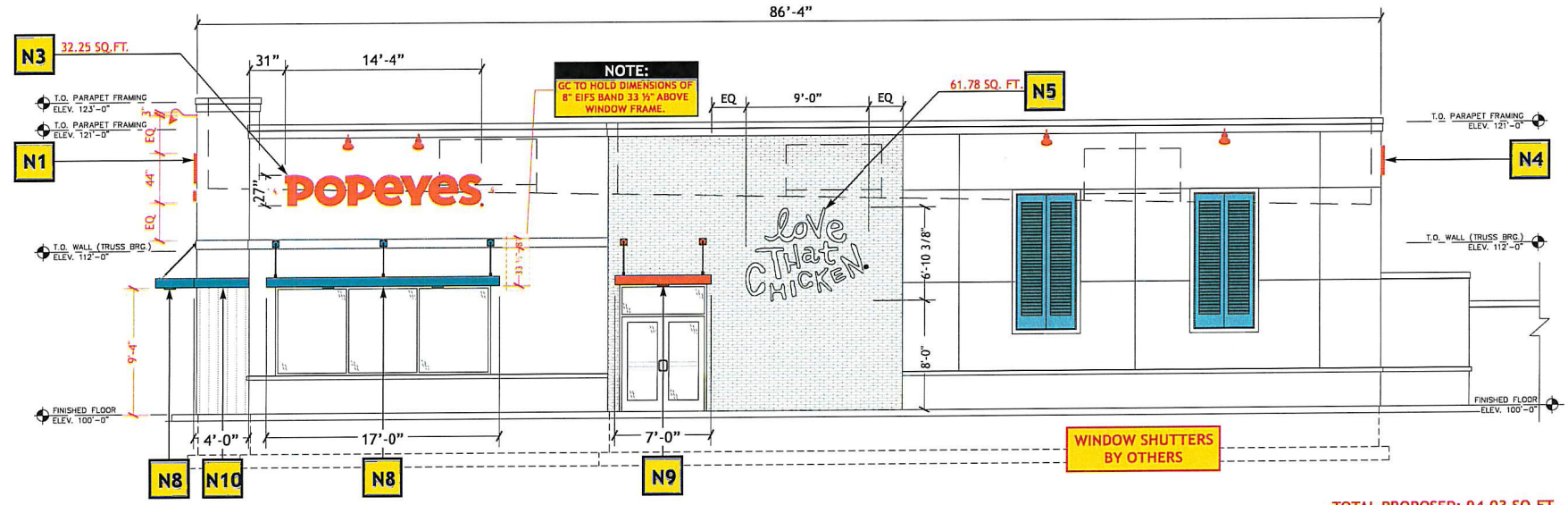
Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)



WEST ELEVATION (DRIVE-THRU)

Scale: 1/8" = 1'-0"



EAST ELEVATION (MAIN ENTRANCE)

Scale: 1/8" = 1'-0"

LOREN

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Fax: (562) 949-
St. Lic.: 4554
Los Angeles, C/

POPEYES LOUISIANA KITCHEN

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10-21-002

PAGE NO.:
6 OF 19

CLIENT:
POPEYES

ADDRESS
1142 E Dundee R
Palatine, IL 600

Approval Signature

DATE:
10/29/2021

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:

REVISION BY:

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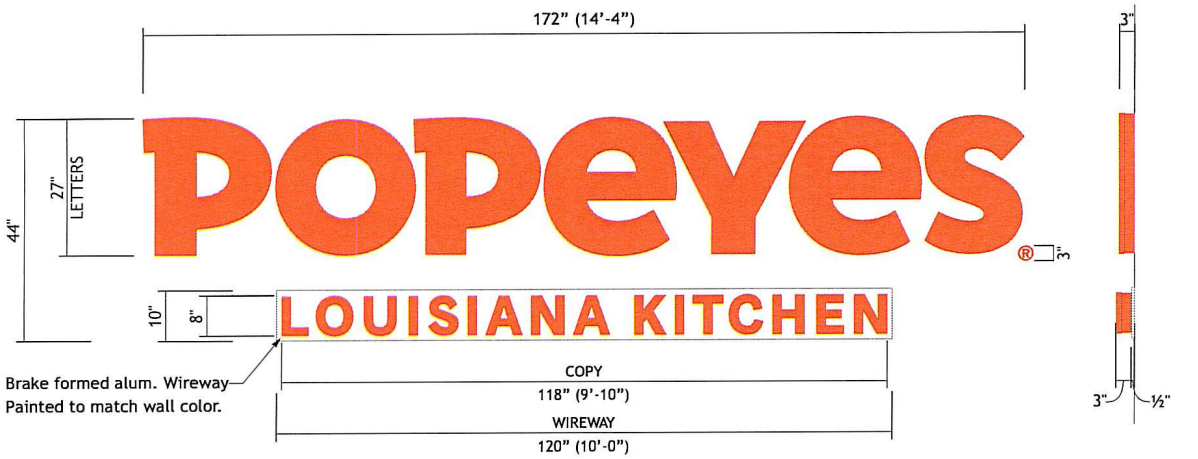
Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)



NOTE:
FACE COLOR, TRIM CAP AND RETURN TO BE PMS 3564 C, WIREWAY COLOR TO MATCH WALL

N1 ILLUMINATED CHANNEL LETTERS
FRONT VIEW
AREA: 52.55 SQ FT
SCALE: 1/2" = 1'-0"

SIDE VIEW
SCALE: 1/2" = 1'-0"

SPECIFICATIONS:

LETTERS: POPEYES

FACES:..... .177" #7328 WHITE ACRYLIC FACES PAINTED PMS 3564 C
RETURNS:..... .040" X 3.0 ALUMINUM COIL PAINTED PMS 3564 C
BACKS:..... 1/8" WHITE ACM BACKS
TRIM CAP:..... 1" JEWELITE TRIMCAP PAINTED PMS 3564 C
ILLUMINATION:.. WHITE LED'S

SPECIFICATIONS:

LETTERS: LOUISANA KITCHEN

FACES:..... .177" #7328 WHITE ACRYLIC FACES PAINTED PMS 3564 C
RETURNS:..... .040" X 3.0 ALUMINUM COIL PAINTED PMS 3564 C
BACKS:..... 1/8" WHITE ACM BACKS
TRIM CAP:..... 1" JEWELITE TRIMCAP PAINTED PMS 3564 C
ILLUMINATION:.. WHITE LED'S
WIREWAY..... .090" BRAKE FORMED ALUM.

LOREN
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Whittier, CA 90
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Fax: (562) 949-
St. Lic.: 4554
Los Angeles, CA

DRAWING/REVISION NU
10-21-002

PAGE NO.:
7 OF 19

CLIENT:
POPEYES

ADDRESS
1142 E Dundee R
Palatine, IL 6007

Approval Signature

DATE:
10/29/2021

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:

REVISION BY:

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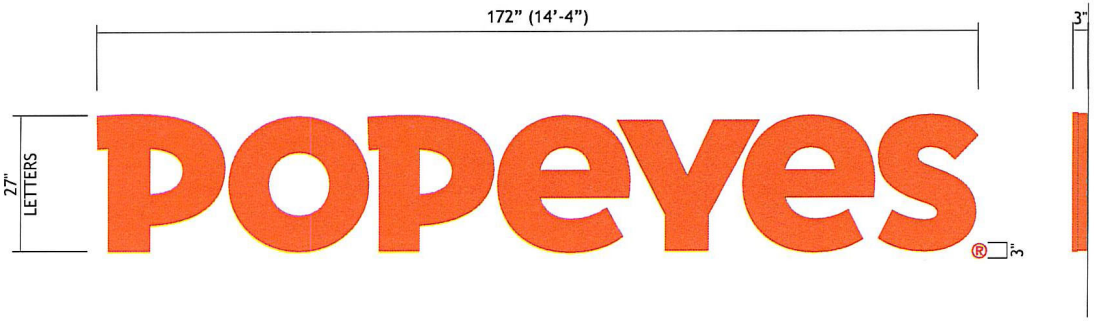

NOTE:
FACE COLOR, TRIM CAP AND RETURN TO BE PMS 3564 C

QTY: 2

N2 N3 ILLUMINATED CHANNEL LETTERS
FRONT VIEW

AREA: 32.25 SQ FT
SCALE: 1/2" = 1'-0"

SIDE VIEW

SPECIFICATIONS:

LETTERS: POPEYES

FACES:..... .177" #7328 WHITE ACRYLIC FACES PAINTED PMS 3564 C
RETURNS:..... .040" X 3.0 ALUMINUM COIL PAINTED PMS 3564 C
BACKS:..... 1/8" WHITE ACM BACKS
TRIM CAP:..... 1" JEWELITE TRIMCAP PAINTED PMS 3564 C
ILLUMINATION:.. WHITE LED'S

LOREN
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12226 Coast Dr
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St. Lic.: 4554
Los Angeles, CA

POPEYES LOUISIANA KITCHEN

DRAWING/REVISION NO
10-21-002

PAGE NO.:
8 OF 19

CLIENT:
POPEYES

ADDRESS
1142 E Dundee R
Palatine, IL 6007

Approval Signature

DATE:
10/29/2021

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:

REVISION BY:

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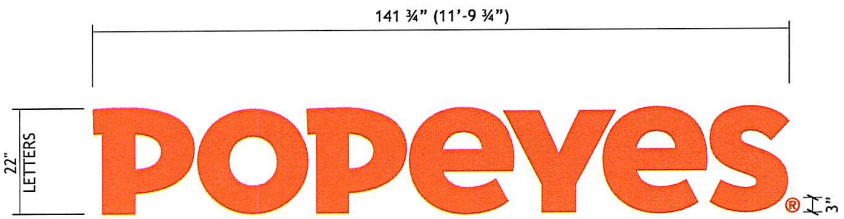

NOTE:
FACE COLOR, TRIM CAP AND RETURN TO BE PMS 3564 C

N4 ILLUMINATED CHANNEL LETTERS
FRONT VIEW

AREA: 21.66 SQ. FT.
SCALE: 1/2" = 1'-0"

SIDE VIEW

SPECIFICATIONS:

LETTERS: POPEYES

FACES:..... .177" #7328 WHITE ACRYLIC FACES
w/ 1ST SURFACE VINYL 3M 3630–84 TANGERINE
RETURNS:..... .040" X 3.0 ALUMINUM COIL PAINTED PMS 3564 C
BACKS:..... 1/8" WHITE ACM BACKS
TRIM CAP:..... 1" JEWELITE TRIMCAP PAINTED PMS 3564 C
ILLUMINATION:.. WHITE LED'S

LOREN
LOREN INDUSTI
12226 Coast D
Whittier, CA 9(
Tel: (562) 946-
Fax: (562) 949-
St. Lic.: 4554
Los Angeles, C/

POPEYES LOUISIANA KITCHEN

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10-21-002

PAGE NO.:
9 OF 1

CLIENT:
POPEYES

ADDRESS
1142 E Dundee F
Palatine, IL 600

Approval Signature

DATE:
10/29/2021

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:

REVISION BY:

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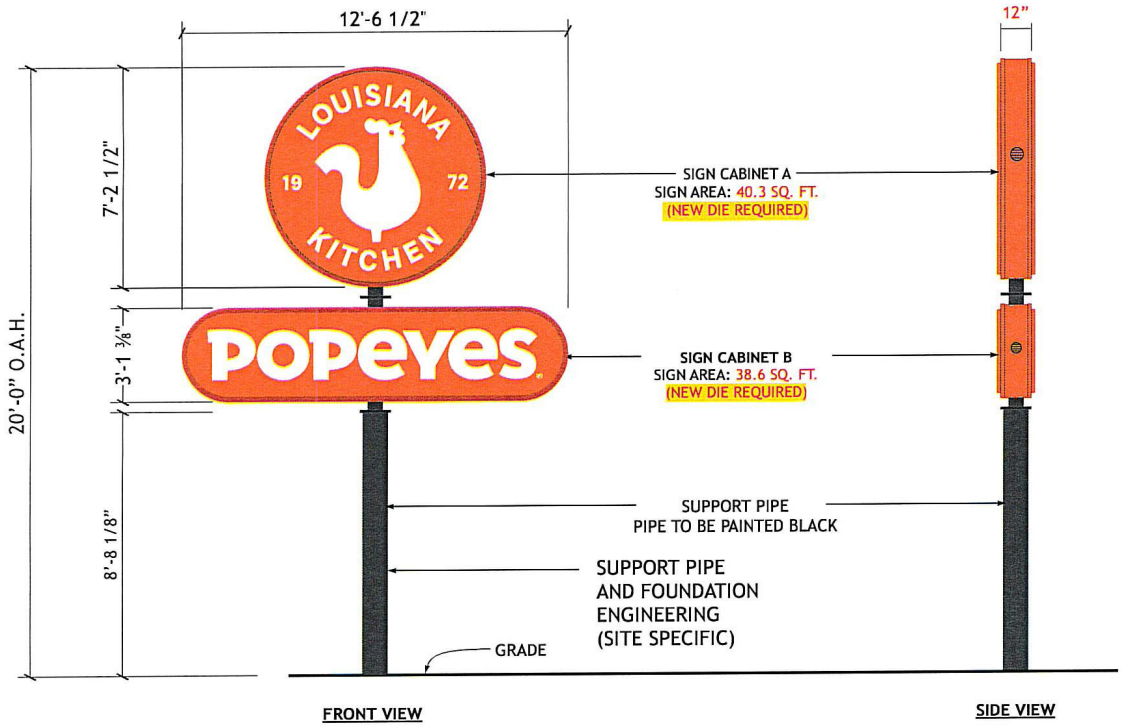
SIGN CORPORATION.

Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)



FRONT VIEW

SIDE VIEW

CABINET A:
FORMED DOUBLE FACE CENTER POLE SIGN.
SECOND SURFACE APPLICATION.
ADDITIONAL NOTES , NOTED ON THE NEXT PAGE.
CABINET & RETURNS PAINTED BURNT ORANGE

CABINET B:
FORMED DOUBLE FACE CENTER POLE SIGN.
SECOND SURFACE APPLICATION.
ADDITIONAL NOTES , NOTED ON THE NEXT PAGE.
CABINET & RETURNS PAINTED BURNT ORANGE

Note:
Methods Of Attachment To Be Engineered. Formal Stamped & Signed Engineering With Calculations To Be Submitted With Permit Drawings

UL LISTED
ELECTRIC SIGN SECTION
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

NOTES:
ELECTRICAL COMPONENTS TO BE UL LISTED AND INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC)
ALL WIRING SHALL BE 12 GA
(1) 20 AMP-120V CIRCUIT TO BE BROUGHT TO JOB SITE BY LICENCED ELECTRICIAN.
ALL SIGNAGE WILL BE UL2161 COMPLIANT AND CARRY UL LABELS.

GENERAL NOTES:
1.) INSTALLATION OF THIS SIGN SHALL CONFORM TO THE REQUIREMENTS OF ARTICLE 600 OF NEC, UL48 AND/OR OTHER APPLICABLE LOCAL CODES.
2.) BRANCH CIRCUIT:
A.) ALL BRANCH CIRCUITS FOR SIGNS MUST BE TOTALLY DEDICATED TO SIGNS (INCLUDING DEDICATED GROUND AND DEDICATED NEUTRAL PER CIRCUIT).
B.) SIGN CIRCUITS MUST NOT BE SHARED WITH OTHER LOADS SUCH AS LIGHTING, AIR CONDITIONING AND OTHER EQUIPMENT.
C.) PROPERTY SIZED GROUND WIRE THAT CAN BE TRACKED TO THE BREAKER PANEL MUST BE PROVIDED.
3.) U.L. AND DATA LABELS REQUIRED
4.) SIGN SATISFIES ALL REQUIREMENTS OF TITLE 24.
5.) OUTDOOR SIGNAGE TO EMPLOY EITHER PHOTOCELL OR OUTDOOR ASTRONOMICAL TIMER

COLOR SPECIFICATIONS:
- PMS 3564C - 3M 3630-84 TANGERINE
- WHITE - 3M 3630-20 WHITE
- BLACK PAINT

NOTE
FIELD VERIFY DIMENSIONS
PRIOR TO FABRICATION
NOT READY FOR PRODUCTION

N15 P-80 PYLON SIGN @ 20' OAH
TOTAL SIGN AREA: 78.9 SQ. FT.

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

LOREN
LOREN INDUSTR
12226 Coast Di
Whittier, CA 90
Tel: (562) 946-
Fax: (562) 949-
St. Lic.: 4554
Los Angeles, CA

POPEYES LOUISIANA KITCHEN

DRAWING/REVISION N: 10-21-002

PAGE NO.: 19 OF 19

CLIENT: POPEYES

ADDRESS: 1142 E Dundee R
Palatine, IL 600

Approval Signature

DATE: 10/29/2021

PROJECT MANAGER: Dave P.

DESIGNER: EC

REVISION DATE:

REVISION BY:

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SIGN CORPORATION.

Attachment: O-016-22 SU & Var Popeyes 1142 E Dundee (1142 E. Dunee Road - Popeyes SU Extension)

Consider an Ordinance Amending Section 18-81 of the Code of Ordinances to Amend the Existing No Parking Restriction on Rohlwing Road between Carpenter Drive and Mill Valley Road

BACKGROUND:
In February 2022, Community Consolidated School District 15 amended the start times for many schools in the district. This, in turn, has raised the issue of the time restricted no parking regulations near some schools to manage the parent drop off and pick up process.

KEY ISSUES:
- The west side of North Rohlwing Road currently has the restriction of 8:00 AM and 9:00 AM; and between 2:30 PM and 3:30 PM on school days.
- With the newly adopted school hours starting after 9AM and dismissing after 3:00 PM, the time restricted parking is not in alignment with the new parking restriction need.
- It has been requested that the parking restriction times be adjusted to 8:00 AM - 9:30 AM and 3:30 PM and 5:00 PM on school days.
- The Police Department and the Traffic Engineering Committee has observed the area and recommend the proposed change. Adjusting the parking restriction times will keep the historic parent drop off and pick up pattern in place and not further disrupt traffic patterns or the use of Rohlwing Road during school beginning and end times.

ALTERNATIVES:
1. Amend the parking restriction on the west side of Rohlwing Road.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends the existing no parking prohibition times be amended and added to the Village Code.

ACTION REQUIRED:
Motion to approve an ordinance amending Section 18-81 of the Code of Ordinances to amend the no parking restriction “on the west side of Rohlwing Road, between Carpenter Drive and Mill Valley Road, between the hours of 8:00 AM and 9:30 AM and between 3:30 PM and 5:00 PM on school days.”

ATTACHMENTS:
- Ordinance-Rohlwing Road No Parking, West Side from Carpenter to Mill Valley
- EXHIBIT A - SECTION 18-81

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

Attachment: Ordinance-Rohlwing Road No Parking, West Side from Carpenter to Mill Valley (2023-14 : Amend Section 18-81: No Parking on

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE OF PALATINE'S TRAFFIC CODE SECTION 18-81: PARKING, STANDING OR STOPPING PROHIBITION (ROHLWING ROAD, WEST SIDE FROM CARPENTER DRIVE TO MILL VALLEY ROAD)
EFFECTIVE DATE FEBRUARY 27, 2023

Published in pamphlet form by authority of the Mayor and Council of the Village of Palatine on February 20, 2023

ORDINANCE NO._____

AN ORDINANCE AMENDING THE VILLAGE OF PALATINE'S TRAFFIC CODE SECTION 18-81: PARKING, STANDING OR STOPPING PROHIBITION (ROHLWING ROAD, WEST SIDE FROM CARPENTER DRIVE TO MILL VALLEY ROAD)

WHEREAS, SECTION 18-81 of the Code of Ordinances authorizes NO PARKING, a complete listing of which shall be maintained at all times by the Village Clerk and by the Police Department.

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

SECTION 1: That the following be REMOVED from Section 18-81 NO PARKING, STANDING OR STOPPING:

"Rohlwing Road (west side): Between Carpenter Drive and Mill Valley Drive (between 8:00 AM and 9:00 AM and between 2:30 PM and 3:30 PM on school days)"

SECTION 2: That the following be ADDED to Section 18-81 NO PARKING, STANDING OR STOPPING, which shall read as follows and indicated in the attached Exhibit A:

"Rohlwing Road (west side): Between Carpenter Drive and Mill Valley Road (between 8:00 AM and 9:30 AM and between 3:30 PM and 5:00 PM on school days)"

SECTION 3: That the Public Works Department is hereby directed to erect the appropriate signage.

Attachment: Ordinance-Rohlwing Road No Parking, West Side from Carpenter to Mill Valley (2023-14 : Amend Section 18-81: No Parking on

SECTION 4: **That all ordinances in conflict with this ordinance are hereby repealed.**

SECTION 5: **This ordinance shall be in full force and effect seven (7) days after its passage and approvals as provided by law.**

PASSED: This _____ day of _____, 2023

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

APPROVED by me this _____ day of _____, 2023

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the Office of the Village Clerk

this _____ day of _____, 2023

_____
Village Clerk

Attachment: Ordinance-Rohlwing Road No Parking, West Side from Carpenter to Mill Valley (2023-14 : Amend Section 18-81: No Parking on

EXHIBIT A
SECTION 18-81 NO PARKING, STANDING OR STOPPING

18-81 (15) NO PARKING HERE TO CORNER

1 Bennett Avenue (both sides): Illinois Avenue north as indicated

2 Benton Street (east side): Illinois Avenue north as indicated

3 Bothwell Street (west side): Johnson Street south as indicated

4 Clark Street (west side): Driveway at 708 N. Clark Street to Sayles Drive

5 Cove Drive (both sides): Northwest Highway north as indicated

6 Cunningham Drive (both sides): Olde Virginia Road east as indicated

7 Cunningham Drive (both sides): Smith Street east as indicated

8 Illinois Avenue (north side): Benton Street east and west as indicated

9 Olde Virginia Road (both sides): Cunningham Drive south as indicated

10 Pleasant Hill Boulevard (both sides): Plum Grove Drive west as indicated

11 Warren Avenue (both sides): Northwest Highway north as indicated

18-81 (15) NO PARKING, STANDING OR STOPPING

53 frontage road (both sides): Rand Road to the north Village limit

Benton Street (west side): From 72.5 feet south of 500 N. Benton Street "Loading Zone" to Comfort Lane

Dundee Road (both sides): Baldwin Road to the east Village limit

Farmgate Lane (north side): Country Lane to Hicks Road

Glade Road (both sides) Plum Grove Road to a point 200 feet

Illinois Avenue (south side): From 350 feet west to 900 feet west (creek) of Brockway Street

Rohlwing Road (east side): Adjacent to Virginia Lake School (bus loading only)

Rohlwing Road (west side): Between Carpenter Drive and Mill Valley ~~Drive~~ **Road** (between 8:00 AM and 9:00 AM and between ~~2:30~~ **3:30** PM and ~~3:30~~ **5:00** PM on school days)

Attachment: EXHIBIT A - SECTION 18-81 (2023-14 : Amend Section 18-81: No Parking on North Rohlwing Road)

Attachment: EXHIBIT A - SECTION 18-81 (2023-14 : Amend Section 18-81: No Parking on North Rohlwing Road)

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

BACKGROUND:
Staff conducted a review of the liquor licensing process last year and is recommending changes to Chapter 3 Alcoholic Beverages to ensure the licensing process is efficient and effective. The streamlining of the liquor licensing process will allow staff to transition the Alcoholic Beverage Server Seller (ABSS) permit online into Energov.

KEY ISSUES:

- Part of the liquor licensing process is ensuring that liquor licenses are only granted to owners who do not carry a criminal history that could pose a risk to the community. Staff recommends that a background check (via fingerprinting) is conducted on owners of liquor establishments every three (3) years, in conjunction with their BASSET and ABSS renewal.
- Similarly, Palatine has an obligation to ensure that employees who serve and sell alcohol are free of felony convictions. Staff recommends that a background check (via fingerprinting) is conducted on servers and sellers of liquor establishments every three (3) years, in conjunction with their BASSET and ABSS renewal, except for B-1 (Grocery store), B-2 (General Merchandise store) and B-3 (Drug Store) liquor establishments. Those establishments would be exempted from the background check requirement based on being part of a large corporation.
- Removal of references to Class A (Tavern) liquor license as there are no more active licenses and no new licenses will be issued.
- The Fee Schedule will be adjusted to account for the new cost ($50) of background checks in the ABSS renewal process.

ALTERNATIVES:

1. Approve the proposed Text Amendments to Chapter 3 Alcoholic Beverages of the Village Code.
2. Do not approve of the Text Amendments to Chapter 3 Alcoholic Beverages of the Village Code.

RECOMMENDATION:
Staff recommends approval of the Ordinance Amending Chapter 3 Alcoholic Beverage of the Code of Ordinances of the Village of Palatine.

ACTION REQUIRED:
A motion to approve the Ordinance Amending Chapter 3 Alcoholic Beverage of the Code of Ordinances of the Village of Palatine.

ATTACHMENTS:

- Ordinance Amendment Ch 3 BASSET
- Exhibit A: Chapter 3 Proposed BASSET Changes

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALATINE

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

SECTION 1: That the Code of Ordinances, of the Village of Palatine, Illinois, as amended, be and the same is hereby further amended by amending Chapter 3 – Alcoholic Beverages, which shall be read as indicated on Exhibit "A".

SECTION 2: That the Village Clerk is directed to maintain a record of the modifications to the existing ordinance, all of which are indicated on Exhibit "A" (a redlined version of the modifications approved pursuant to 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 _____ of _____, 2023

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

APPROVED by me this _____ of _____, 2023

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ of _____, 2023

_____
Village Clerk

Attachment: Ordinance Amendment Ch 3 BASSET (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Chapter 3 ALCOHOLIC BEVERAGES

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

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

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

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

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

_____

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

ARTICLE I. IN GENERAL

Sec. 3-1. Definitions.

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

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

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

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

Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

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

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Commission means Palatine Local Liquor Control Commission.

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

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

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

Licensee means any person issued a license under this chapter.

Limited Liability Company means a legal business entity created and recognized under the Illinois Liability Company Act of the Illinois Compiled Statutes.

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

Manager or *Agent* means any individual of a licensed place of business provided the individual possesses the same qualifications required of the licensee. Satisfactory evidence of such employment shall be furnished to the Commission in the form and manner as the Commission shall, from time to time, prescribe.

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

Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

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

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

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

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

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

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

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

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

Video Gaming Café means an establishment whose primary or major focus is video gaming and the service of alcohol and food is incidental to the operation of video gaming. The following factors may be considered when determining if the establishment is a Video Gaming Café:

- The layout and design of the establishment;
- The preparation and variety of food and beverages offered;
- The creation and operation of a full-service commercial kitchen;
- The number of video gaming machines relative to the customer seating capacity of the establishment;
- The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
- The source of proposed or actual revenue derived from the establishment;
- The number of employees at the establishment and their proposed function; and
- Any other factors as determined as relevant by the Local Liquor Control Commission.

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as above defined.

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Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Sec. 3-2. Local Liquor Control Commission - duties generally.

The Mayor and Village Council of the Village shall be the Local Liquor Control Commission of the Village. The Mayor shall serve as the Chairman of the Local Liquor Control Commission. The Local Liquor Control Commission is charged with the administration of the Liquor Control Act 235 ILCS 5, and or such ordinances and resolutions relating to alcoholic liquor as may be enacted by the Village. The Local Liquor Control Commission may appoint a person or persons to assist them in the exercise of the powers and performance of the duties herein provided for the Local Liquor Control Commission.

Sec. 3-3. Same--Right of entry.

The Local Liquor Control Commission hereby is given the power to enter or to authorize any law-enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of this chapter, the Liquor Control Act 235 ILCS 5, or any rules or regulations adopted by them or by the Illinois Liquor Control Commission have been or are being violated, and at such time to examine the premises of said license in connection therewith.

Sec. 3-4. Public indecency.

(a) No person who is the owner or occupant of any premises open to the public shall permit on the premises any person to:

(1) Expose his or her genitals, pubic hair, buttocks, perineum and anal region or pubic hair region; or

(2) Expose any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or

(3) Expose any portion of the female breasts at or below the areola thereof, or

(4) Commit an act which constitutes public indecency under Section 12-6 hereof.

(b) No person holding a liquor license under this chapter shall permit any officer, associate, member, representative, agent, entertainer or employee of such licensee to:

(1) Solicit, induce or request any patron of the licensed establishment to purchase any alcoholic or nonalcoholic beverage for himself/herself or any other employee of the licensed establishment; or

(2) Knowingly serve any employee any alcoholic or nonalcoholic beverage which was purchased by any patron; or

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Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

(3) Allow any employee, entertainer or other agent of the license to remain on the premises of the licensed establishment who solicits, induces or requests a patron to purchase an alcoholic or nonalcoholic beverage for any employee.

Sec. 3-5. Peddling prohibited.

It shall be unlawful to peddle alcoholic liquor in the Village.

Sec. 3-6. Condition of premises.

All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor for such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

Sec. 3-7. Employees.

It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious disease; except to the extent that denial of employment on such ground would be a violation of state or federal law, and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any such premises or to engage in any way in the handling, preparation or distribution of such liquor.

Sec. 3-8. Restricted areas.

It is hereby determined that the following described portions of the Village are predominately residential in character: all of the area of the Village except that portion now zoned as manufacturing zones, business zones or which hereafter may be zoned as business or manufacturing zones.

Sec. 3-9. Location restrictions.

(a) No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on; nor to the renewal of a license for the sale at retail of alcoholic liquor on premises within 100 feet of any church or school where the church or school has been established within such 100 feet since the issuance of the original license. In the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries.

(b) For purposes of this Section, a "banquet facility" is any part of a building that caters to private parties and where the sale of alcoholic liquors is not the principal business. Nothing in this Section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Sec. 3-10. Promotional restrictions; happy hours prohibited.

All promotions and/or happy hour periods shall be conducted in accordance with Illinois State law.

(a) A violation of this section shall be grounds for suspension or revocation of the retailer's license as provided by section 3-44.

Sec. 3-11. Premises to be in full view and lighted.

In premises upon which the sale of alcoholic liquor for consumption upon the premises or package sales is licensed, (other than as a restaurant, hotel or club) no screen, blind, curtain, partition, article or thing shall be permitted in the windows or upon the doors of such licensed premises nor inside such premises which shall substantially prevent a clear view into the interior of such licensed premises from the street, road or sidewalk at all times, and no booth, screen, partition, or other obstruction nor any arrangement of lights or lighting shall be permitted in or about the interior of such licensed premises which shall prevent a full view of the entire interior of such premises from the street, road or sidewalk, and said premises must be so located that there shall be a full view of the entire interior of such premises from the street, road or sidewalk, with the exception of an establishment in which Video Gaming is being conducted. All rooms where liquor is sold for consumption upon the premises shall be continuously lighted during business hours by natural light or artificial white light so that all parts of the interior of the premises shall be clearly visible. In case the view into any such licensed premises required by the foregoing provisions shall be obscured by the licensee or by him/her suffered to be obscured or in any manner obstructed, then such license shall be subject to suspension or revocation in the manner herein provided. In order to enforce the provisions of this section, the Local Liquor Control Commission shall have the right to require the filing with them of plans, drawings and photographs showing the clearance of the view as above required.
(Ord. No. 0-146-10, §1, 12/6/10)

Sec. 3-12. Persons under the age of twenty-one.

(1) It shall be unlawful for any person within the Village to sell alcoholic liquor to any person under the age of twenty-one (21) years, for the purpose of preventing the violation of this section, any licensee, or his/her agent, or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce not less than two (2) forms of adequate written evidence of identity, at least one of which shall evidence the fact that he or she is over the age of twenty-one (21) years, and it shall be presumed that any licensee, or his/her agent, or employee, who does not require at least two (2) such forms of identification has failed to require adequate evidence of age and identity. Adequate written evidence of age and identity of the person is a document issued by a federal, state, county or municipal government, or subdivision or agency thereof, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the armed forces.

(2) It shall be unlawful for any person under the age of twenty-one (21) years to purchase or obtain any alcoholic liquor in any tavern or other place in the Village where alcoholic liquor is sold.

(3) It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any tavern or other place in the Village where alcoholic liquor is sold.

(4) Any place in the Village where alcoholic liquor is sold there shall be displayed at all times in a prominent place a printed card which shall be displayed and which shall read substantially as follows:

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Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

"Warning to persons under the age of twenty-one, You are subject to a fine up to one thousand five hundred dollars ($1,500.00) under the Code of Ordinances of the Village of Palatine if you are under the age of twenty-one (21) and you purchase alcoholic liquor, or misrepresent your age for the purpose of purchasing or obtaining alcoholic liquor.".

(5) It shall be unlawful for any holder of a retail liquor dealers license, or its agent or employee, to suffer or permit any person, including agents and employees, under the age of twenty-one (21) years to be or remain in any room or place where such licensed premises is located at any time such premises is open for business and while alcoholic beverages are being served or are permitted to be served; provided that this paragraph shall not apply to any person under the age of twenty-one (21) years who is accompanied by his or her parent or guardian, or to any licensed premises which derives its principal business from the sale or service of other commodities than alcoholic liquor.

(6) It shall be unlawful for any person under the age of twenty-one (21) years to serve or sell liquor in establishments where alcoholic liquor is sold and it shall be unlawful for the holder of a retail dealer's license, his/her agent or employee, to suffer or permit any such person to serve or sell alcoholic liquor of any kind, except as permitted pursuant to the holder liquor license classification.

(7) It shall be unlawful for any person under the age of twenty-one (21) years to carry, transport, consume, or to have in such person's possession any alcoholic liquor anywhere in the Village; provided however that nothing herein shall be construed to prevent any person under the age of twenty-one (21) from carrying, transporting or possessing sealed alcoholic liquor when the carrying, transporting or possession shall be directly related to said person's employment by a transport or trucking company engaged in the cartage, delivery, or storage of alcoholic liquor for hire.

(8) It shall be unlawful for any person, after purchasing or otherwise obtaining alcoholic liquor, to sell, give or otherwise deliver such alcoholic liquor to any other person under the age of 21 years except in the performance of a religious ceremony or service.

(9) In addition to all other fines and penalties, the Local Liquor Control Commission may suspend or revoke the retail dealer's license for any violation of this section.

(10) It shall be unlawful for any parent or guardian to permit any minor child of which he may be parent or guardian to violate any provision of this section.

(11) Notwithstanding anything hereinabove to the contrary, the Village hereby adopts the provisions of Section 6-16.1 of the State Liquor Code (235 ILCS 5/6-16.1) which allows the Palatine Liquor Control Commission to employ or direct a "person under 21 years" of age to assist in investigations of possible sale to minors.

Sec. 3-13. Sale to intoxicated persons.

It shall be unlawful for the holder of an alcoholic liquor dealer's license to sell, deliver or give any alcoholic liquor to any intoxicated person

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Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Sec. 3-14. Gambling prohibited.

There shall be no card games or gambling allowed on any premises licensed to sell alcoholic liquor unless otherwise exempted by law or through the issuance of a Class VG Liquor License from the Commission.

Sec. 3-15. Transporting of alcoholic liquor into restaurant prohibited.

It shall be unlawful for any person to bring, carry, transport or otherwise convey alcoholic liquor into a restaurant establishment or other eating establishment for purposes of consumption in such restaurant or other eating establishment, whether or not consumed with a meal, and regardless of whether such restaurant or other eating establishment has been issued a liquor license. Nothing herein shall prevent the bringing in, carrying, or transporting of alcoholic liquor into a restaurant or other eating establishment in connection with the holding of a private party, with the permission of the owner or manager of said establishment, if otherwise authorized pursuant to the provisions of this Code.

Sec. 3-16. Complaint of violation.

Any resident of the Village shall have the right to file a complaint with the Local Liquor Control Commission that any licensee has been or is violating the provisions of this chapter or the rules or regulations issued pursuant thereto. Such complaint shall be in writing and shall be signed and sworn to by the parties complaining. The complaint shall state the particular provisions, rule or regulation believed to have been violated and the facts in detail upon which belief is based. If the Local Liquor Control Commission is satisfied that the complaint substantially charges a violation, it shall set the matter for hearing and shall serve notice upon the licensee of the time and place of such hearing and of the particular charges in the complaint in the manner hereinafter provided.

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Sec. 3-17. Transportation of alcoholic liquor.

No person within the Village shall transport, carry, possess or have any alcoholic beverage within the passenger area of any motor vehicle except in the original package and with the seal unbroken.

Sec. 3-18. Sale of alcoholic liquor from drive-up windows, in drive-through facilities or to persons within the passenger areas of motor vehicles; penalty.

(1) It shall be unlawful for any person, retail licensee or employee or agent of such licensee to sell or deliver alcoholic liquor, including, but not limited to, the sale or delivery of alcoholic beverage in the original package with the seal unbroken and alcoholic beverage in a glass or cup:

(2) From a drive-up window or in a drive-up manner;

(3) From a drive-through facility; or

(4) To a person within the passenger area of a motor vehicle.

Nothing herein shall prevent the person or licensee from assisting in loading a vehicle where the sale was otherwise consummated in compliance with Village ordinances.

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Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Sec. 3-19. Penalty.

Except as may be imposed pursuant to Section 3-44, any person, firm or corporation violating any provision of this chapter shall be fined not less than one hundred twenty-five dollars ($125.00) nor more than one thousand five hundred dollars ($1,500.00) for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Sec. 3-20. Sale of Kegs

A licensee who sells a keg shall keep a logbook of all kegs sold showing the purchaser's name, address, telephone number, driver's license/state identification number, date of birth, and signature. The logbook shall be available for inspections by the Village Police Department during normal business hours.

Secs. 3-21-3-25. Reserved.

ARTICLE II. LICENSES

Sec. 3-26. Required.

It shall be unlawful to sell or offer for sale at retail, in the Village any alcoholic liquor either without a valid retail liquor dealer's license, or other than as is specifically permitted in the terms of such a license.

It shall be unlawful to serve, deliver, or to permit the consumption of alcoholic liquor on any premises for which a retail liquor dealer's license is required, other than as is specifically permitted in the terms of such a license.

No licensee under this Code shall sell or distribute alcoholic beverages outside the licensed premises.

Sec. 3-27. Alcoholic beverage seller and server permit required.

(a) Each manager of any licensed premise and each person engaged in the sale, serving or giving away of any alcohol, spirits, wine, beer or other alcoholic beverages and/or the checking of identification for the purchase or consumption of alcoholic beverages or for entry into the premise of an establishment selling or serving alcoholic beverages, must possess a valid Alcoholic Beverage Seller and Server Permit pursuant to the granted liquor license requirements in Section 3-35.

(b) An Alcoholic Beverage Seller and Server Permit shall be issued by the Village to such applicant upon proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent (to be determined by the Palatine Police Department) upon receipt from the Police Department of a background check of the applicant (to be conducted every three {3} years), and payment of all applicable fees. Provided however, sellers of an establishment that have a B-1, B-2, or B-3 classification shall not be required to complete a Police Department background check.

(c) No permit shall be issued to:

(1) A person who has been convicted of a felony under the laws of the State of Illinois or any other state or of the United States, unless the Village Manager determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set

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Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

forth in such person's application and the Village Manager's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

(2) Has been convicted of being the keeper of or is keeping a house of ill repute; or

(3) Has been convicted of pandering.

(4) A person whose Alcoholic Beverage Seller and Server Permit issued under this Code has been revoked for a cause.

(d) The Chief of Police or his/her designee shall issue to the applicant an Alcoholic Beverage Seller and Server Permit. A facsimile of such permit is to be kept on the premises of the employer at all times.

(e) New employees or managers of an establishment licensed to sell or serve alcoholic beverages are required to secure an Alcoholic Beverage Seller and Server Permit within thirty (30) days from the beginning of their employment. Until receipt of such a permit, the new employee or manager shall work under the supervision of a person who has been licensed by the Village.

(f) Each permit shall be valid for three (3) years from the date of issuance. Renewal licenses shall be issued upon proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent (to be determined by the Palatine Police Department), upon receipt from the Police Department of a background check of the applicant, and payment of all applicable fees.

(g) The fee for such permit or renewal permit shall be as provided for in the Fee Supplement Ordinance. The Village Manager shall keep or cause to be kept a complete record of all such permits issued.

Sec. 3-28. Applications.

No application for a liquor license may be considered by the Palatine Liquor Commission unless the number of licenses authorized under section 3-33 of this Code for the class of liquor license for which such application is made is greater than the number of such licenses then issued and outstanding, except that a person or persons holding a signed contract to purchase an already licensed establishment may make application for a license of the same class regardless of the number of licenses issued and outstanding. A copy of the contract to purchase must accompany such application.

All applications for liquor licenses shall be made to the Local Liquor Control Commission in writing, signed by the applicant, if an individual, by all the partners, if a partnership, or by a duly authorized officer thereof, if a club or corporation, verified by oath or affidavit, accompanied by a non-refundable two hundred fifty dollar ($250.00) filing fee, with the exception of an application for a Class E Temporary Liquor License which shall have a non-refundable filing fee of fifty dollars ($50.00), and shall contain the following information and statements: (Ord. O-19-19, 3/11/19; O-102-19, 12/02/19)

(1) The name, age and residence address of the applicant, if an individual or in the case of a copartner, of each person entitled to share in the profits thereof and, in the case of a corporation for profit or a club, the date and state of incorporation, the objects for which organized, the names and addresses of the officers and directors, and the name and address of each stockholder owning in the aggregate more than five (5) per cent of the total issued and outstanding stock of such corporation;

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(2) The same information in regard to the manager or agent, if any, by whom such business will be conducted;

(3) The citizenship of each person mentioned in sub-paragraph (1) of this section, his/her place of birth and if a naturalized citizen, the time and place of his/her naturalization;

(4) The type of business then conducted by the applicant and his/her co-partners, if any, and also the length of time that said applicant or his/her co-partners, if any, has been in business of that character;

(5) The location and description of the premises or place of business which is to be operated under such license and that the licensee owns said premises or has a lease thereon for the full terms for which the license is requested.

(6) A statement whether applicant, his/her co-partners, if any, corporation or club has made application for a liquor license on premises other than described in said application, and the disposition thereof.

(7) The name and address of the landlord if the premises are leased;

(8) A statement that applicant and each of his/her co-partners, if any, have never been convicted of a felony and are not disqualified to receive a license by reason of any matter or thing contained in this Code, laws of this state, or other ordinances of this Village.

(9) Whether a previous license by any state or subdivision thereof, or by the federal government has been revoked, and the reasons therefor;

(10) A statement whether the applicant and each of his/her co-partners have ever owned and/or operated another liquor licensed establishment that has ever had any violations related to the liquor license.

(11) A statement that the applicant will not violate any of the laws of the state or of the United States, or any provision of this Code or other ordinance of the Village in the conduct of his/her business.

(12) All applicants for Class "E" licenses shall submit concurrently with the filing of their license application a layout of the premises wherein alcoholic liquor service will be provided, including a detailed sketch of screening or other physical barriers to be placed around the serving area.

(13) Certificate of Dram Shop insurance evidencing coverage for the full term of the Palatine Liquor License in compliance with the following.

a. The certificate shall insure the applicant and the owner or lessor of the premises for not less than the amount in this section $500,000.00 per occurrence.

b. The Village of Palatine shall be named as an additional insured on the policy of comprehensive general liability insurance.

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c. Such certificate shall also on its face name the Village of Palatine as a certificate holder and provide that the Village of Palatine shall be entitled to thirty (30) days advance written notice of cancellation before expiration of such policy.

d. Said coverage shall be from an insurer licensed to do business in the State of Illinois and shall be kept current at all times. Licensees shall have certificates of insurance immediately provided to the Village at the time or renewal and/or within ten (10) days of the date when at such time as a change in insurance carriers occurs. Upon request of the Village, a Licensee shall provide evidence of current coverage at times other than initial application and renewal. All required insurance shall be required to provide coverage for the Premises and Building where a liquor license is maintained, and also to any Permitted Area for any Sale of Alcoholic Liquors (including any outdoor seating area or the area where any Outdoor Special Event, Caterer Event, Nonprofit Special Event or similar event is to be conducted).

A. For purposes of this Section, the required insurance shall be defined to include:

a. Dram shop insurance with policy limits at or in excess of the statutory minimum required under Illinois law.

b. Comprehensive General Liability insurance with policy limits of not less than one million dollars per person/per occurrence.

B. In addition to the foregoing requirements, applicant and Licensees are also required to maintain workers compensation, automobile liability and any other insurance required under applicable Illinois law as a condition of being eligible to obtain or maintain a liquor license. The Village may demand proof of such coverage, in the form of a current certificate of insurance or other proof of insurance acceptable to the Village, at any time a license is in place, or at any time while processing a license application or renewal application.

C. Both the comprehensive general insurance policy and the dram shop insurance policy required hereunder shall name the Village as additional primary and non-contributory insured, without right of subrogation, and without any limiting clauses other than those which may be acceptable to the Village. Upon request, the policy and any endorsements must be tendered to the Village. (Ord. O-19-19, 3/11/19)

(14) Previous year's State of Illinois Liquor License number.

(15) Any other requested information that is listed in 235 ILCS 5/7-1, or as requested by Village Manager.

(16) A statement as to whether any federal, state, county or local official or law enforcement public official owns any interest in the applicant.

Upon issuance of a state liquor license, Licensee shall submit proof of said issuance to the Village of Palatine within thirty (30) days of issuance of the State Liquor License. Failure to file proof of issuance of the state license within thirty (30) days of the issuance of the Village of Palatine license shall constitute a violation of Section 3-44(b) of this Code.

Sec. 3-28(B). Incomplete or Inaccurate Applications

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(1) Applications for liquor licenses which are incomplete, inaccurate or fail to contain the statements or information required by this Chapter shall be rejected by the Village. The Village shall issue a written rejection of such application, setting forth the deficiencies in said application within sixty (60) days of its receipt. Prior to such rejection, the applicant may submit the additional information or statements required to complete such application.

(2) Administrative or legal expenses incurred in reviewing incomplete or inaccurate liquor license applications, advising the applicant of such deficiencies, and rejecting such applications shall be paid by the applicant exclusive of the $250.00 application fee. A bill or invoice shall be submitted to the applicant specifying the additional administrative or legal expenses incurred in processing the applicant's incomplete or inaccurate liquor license application, which shall be paid by the applicant, together with the annual license fee prior to the issuance of such license.

Sec. 3-29. Examination of applicant for local license.

The Local Liquor Control Commission shall have the right to examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served as provided by statute, and to examine or cause to be examined the books and records of any such applicant or licensee, to hear testimony and take proofs for the information of the members of the commission in the performance of their duties, and for such purpose any member of the commission may issue subpoenas which shall be effective in any part of this state. For the purpose of obtaining any of the information desired by the Local Liquor Control Commission, under this section, it may authorize its agent to act on its behalf, as provided by statute.

Each liquor license applicant, as determined by the Village Manager, shall every three (3) years submit his or her fingerprints to the Palatine Police Department in the form and manner prescribed by the Department of State Police or Palatine Police Department. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Village may charge a fee for conducting the criminal history records check of a liquor license applicant. The Palatine Police Department shall furnish pursuant to positive identification, records of conviction to the Local Liquor Control Commissioner.

Sec. 3-30. Restrictions.

No such license shall be issued to:

(1) A person who is not a resident of the Village of Palatine;

(2) A person who is not of good character and reputation in the community in which he resides or operates a business;

(3) A person who is not a citizen of the United States;

(4) A person who has been convicted of a felony under the laws of the State of Illinois or of any other state or of the United States;

(5) A person who has been convicted of being the keeper of or is keeping a house of ill fame;

(6) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;

(7) A person whose license issued under this Code has been revoked for a cause;

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(8) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license under a first application;

(9) A copartner, if any general partner thereof, or any limited partner thereof, owning more than five (5) per cent of the aggregate limited partner interest in such copartner would not be eligible to receive a license hereunder for any reason other than residence within the Village.

(10) A corporation, if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five (5) per cent of the stock thereof, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

(11) A corporation unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;

(12) A person whose place of business is conducted by a manager or agent unless said manager or agent possesses the same qualifications required of the licensee;

(13) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to January 31, 1934 or shall have forfeited his/her bond to appear in court to answer charges for any such violation;

(14) A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;

(15) Any federal, state or local law enforcing public official, any Mayor of the Village, any member of a Village council, or any president or member of a county board; and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor, except that a license may be granted to such official in relation to premises that are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State Liquor Control Commission

(16) Any person, association, or corporation not eligible for a state retail liquor dealer's license.

(17) A person who does not submit proof that all coin operated amusement devices in the establishment have been licensed by the Village of Palatine and the fee paid. Failure to submit said proof as required will be grounds for denying the issuance of the license or the renewal of the same.

(18) A person who is not a beneficial owner of the business to be operated by the licensee.

(19) A person who has been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.

(20) A person or entity to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under Illinois State Law.

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(21) A person or corporation that has outstanding, past due financial obligations owed to the Village, including but not limited to fines, fees, utility charges and property taxes.

(22) Any person or entity where the owner of the proposed licensed premises or any person from whom the licensee derives the right of possession of such premises or the agent or corporate officer of such person or owner is ineligible to hold a liquor license.

In the event there is a violation of any of the foregoing restrictions by a person, corporation or partnership holding a license or any officer, manager, director, stockholder, or partner thereof, while said license is in effect, such license may be revoked by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

Sec. 3-31. Conditions to the issuance of liquor licenses.

(a) All new licensees shall be required to comply with section 3-27 as a condition to the issuance of any new liquor license. A copy of the Alcoholic Beverage Seller and Server Permit of all such employees shall be kept on the premises of the establishment at all times and made available to the Village for inspection upon demand. Upon request, a licensee shall provide a list of all employees which are required to hold an Alcoholic Beverage Seller and Server Permit. Included on the list shall be the employee's date of hire and the expiration date of the Alcoholic Beverage Seller and Server Permit.

(b) In addition to any other requirements in this Chapter or conditions associated with the type of license obtained, the Local Liquor Control Commission may impose reasonable conditions on the issuance or renewal of a liquor license. Such conditions may be based on the past operating history of the establishment, the neighborhood or environs in which the establishment is located and may include additional limitations on the hours otherwise permitted in the license classification sought by the applicant.

(c) At all times when the premise is open, the licensee shall have no less than one manager or assistant manager on duty with an Alcoholic Beverage Seller and Server Permit.

(d) A licensed establishment shall have on file with the Liquor Commission a current site plan of the premises indicating the location of the display, selling, and serving of alcoholic beverages, including but not limited to bars, lounges, shelving, and registers. (Ord. No. 0-34-10, §1, 4/19/10)

Sec. 3-32. Term; prorating fee.

Each license shall terminate on June 30 next following its issuance, excepting a temporary license provided that this section shall not affect the period of termination of any license issued before the effective date of this article. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the fiscal year prior to the issuance of the license.

Sec. 3-33. Failure to operate; lapse of license.

ln the event that the operation of any business for which a liquor license is granted hereunder shall close down, terminate or cease for a period of thirty (30) consecutive days, such license shall forthwith lapse and be of no further force, effect or validity.

The Village Manager may grant a grace period for failure to operate related to construction, remodeling, or other circumstances deemed to be beyond the control of the liquor establishment.

Sec. 3-34. Acquisition of more than five per cent of licensee's stock; report.

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Each corporation holding a liquor license and each person who shall acquire in excess of five (5) per cent of the total issued and outstanding stock of the corporation shall report to the Local Liquor Control Commission in writing, not less than thirty (30) days prior to such acquisition, the name and address of the proposed stockholder together with a completed application form and disclosure statement containing the information and statements required under section 3-28 of this Code, together with the intended date of such acquisition.

In the event the proposed stock acquisition will result in a change of stock ownership of the corporation of fifty (50) per cent or more of the total issued and outstanding stock of the corporation as it existed at the time the corporation's existing license was first issued, the acquisition shall be deemed and is hereby declared to be a transfer of the license, and if completed shall cause the license to cease and terminate unless, prior to such completion, an application for a new license if filed with, and a new liquor license is issued by, the Local Liquor Control Commission.

In the event the proposed stock acquisition will result in a change of stock ownership of the corporation in an amount less than fifty (50) per cent of the total issued and outstanding stock of the corporation as it existed at the time the corporation's existing license was first issued, following receipt of such application and disclosure statement, the Local Liquor Control Commission shall have the same rights with respect to the proposed stockholder as are set forth in section 3-29 of this Code. On or before the expiration of the aforesaid thirty-day period, the Local Liquor Control Commission shall complete their review of the qualifications of the proposed stockholder and advise the proposed stockholder and the corporation in writing as to whether they have determined that any grounds exist for revocation of the corporation's liquor license in the event the proposed transfer is consummated.

Failure to report to and file the required application and disclosure statement with the Local Liquor Control Commission as above required, or any transfer of stock in violation of the determination of the Local Liquor Control Commission shall be grounds for revocation of the corporation's liquor license by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

In addition to the above requirements, each corporation holding a liquor license shall report the name and address of any person previously holding in excess of five (5) per cent of the issued and outstanding stock of the corporation who acquires additional stock in excess of five (5) per cent of the total issued and outstanding stock of the corporation. The aforesaid report(s) shall be made within five (5) days following such acquisition. Failure to report to the Local Liquor Control Commission, as above required, shall be grounds for the revocation of the corporation's liquor license by the Local Liquor Control Commission upon proof of such violation established at a hearing called by the Local Liquor Control Commission in the manner hereinafter provided.

Nothing herein shall prevent the Local Liquor Control Commission from suspending a license or imposing a fine upon a licensee for violation of any provision of this section.

Sec. 3-35. Classification; fees

Licenses shall be and are hereby divided into the following classes:

(1) *Reserved.*

(2) *Class "A-1" License* (Sports and Recreation Facilities) shall authorize the retail sale of

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long as such food service is incidental to and not a m
of the primary business of the licensee.¶
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It shall be unlawful for a holder of a Class "A" licens
offer for sale at retail any alcoholic liquor in the Villa
deliver or permit the consumption of alcoholic liquor
licensed premises, between the hours of 1:00 a.m. an
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a.m. and 6:00 a.m. on Friday, Saturday and Sunday, e
between the hours of 1:00 a.m. and 2:00 a.m. on the f
January of every year. The annual fee for such licens
as provided in the fee schedule supplemental to the P
Code of Ordinances. Except for renewal of existing l
issued prior to January 1, 2016, there shall be no furtl
"A" license issued.¶
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It shall be unlawful for any person to be employed as
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as a bouncer or identification checker in such an estal
unless such person obtains from the Village Manager
to sell or serve alcoholic beverages.

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alcoholic liquor on the premises only to sports and recreation facilities, subject to the provision that a floor plan be submitted prior to issuance of the license, food service must be available, and that no exterior signage advertising alcohol or the tavern/bar name be permitted.

It shall be unlawful for a holder of a Class "A-1" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Friday, or during the hours of 2:00 a.m. and 6:00 a.m. on Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplemental to the Palatine Code of
Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains from the Village Manager a license to sell or serve alcoholic beverage

(3) *Class "B" License* (package liquor store) shall authorize the retail sale of all alcoholic beverages in its original package, not for consumption on the premises where sold. The establishment shall not have more than ten percent (10%) of its shelf space used for consumable goods ("consumable goods" does not include tobacco and soft drinks), derive more than ten percent (10%) of its gross income from consumable goods, and derive more than ten percent (10%) of wholesale purchases of consumable goods.

In addition to all other applicable requirements, a sign shall be posted on every entrance to the establishment (the size of said sign and the type size to be prescribed by the Village Manager's office) providing that no one under the age of 21 may enter the establishment unless accompanied by a parent or guardian 21 years of age or older. Said establishment shall enforce such restriction by denying admittance to any person under the age of 21 unless accompanied by a parent or guardian 21 years of age or over.

It shall be unlawful for a holder of a Class B license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages. A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

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(4) *Class "B-1" License* (grocery store with package liquor) shall authorize the retail sale of all alcoholic beverages in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of groceries, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of fifteen thousand (15,000) square feet of retail floor space, with no more than ten percent

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(10%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

The primary liquor display area shall be located in the designated area as indicated on the approved floor plan on file with the Liquor Commission. Any change to the primary liquor display area on the approved floor plan shall require Liquor Commission approval.

In addition to the primary liquor display area, a holder of a Class B-1 license shall be permitted up to three (3) incidental display areas for beer and wine only subject to the Village Manager's review and approval and shall be indicated on a plan on file with the Liquor Commission.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-1 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell alcoholic beverages. (Ord. No. 0-146-10, §2, 12/6/10)

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(5) *Class "B-2" License* (General Merchandise store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of household items, groceries, medicine, health or beauty aids, and clothes, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of fifty thousand (50,000) square feet of floor area, with no more than five percent (5%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

A General Merchandise store holding a B-2 license shall have a valid State of Illinois Pharmacy license, pursuant to the Pharmacy Practice Act (225 ILCS 85), at the liquor licensed location and actually employ at least one licensed pharmacist who works at the liquor licensed premises, and shall provide proof to the Village upon request.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-2 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00

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a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell alcoholic beverages. (Ord. No. 0-159-12, §1, 12/3/12)

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(6) *Class "B-3" License* (Drug store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is the sale of pharmacy items, prescription drugs, health and wellness services, with the sale of alcoholic beverages as a subsidiary sale. The establishment must have a minimum of ten thousand (10,000) square feet of floor area, with no more than five percent (5%) of the floor area used for the display of alcoholic beverages and no more than ten percent (10%) of its gross income shall be derived from the sale of alcoholic beverages.

A Drug Store holding a B-3 license shall have a valid State of Illinois Pharmacy license, pursuant to the Pharmacy Practice Act (225 ILCS 85), at the liquor licensed location and actually employ at least one licensed pharmacist who works at the liquor licensed premises, and shall provide proof to the Village upon request.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-3 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell alcoholic beverages. (Ord. No. 0-34-10, §2, 4/19/10; Ord. No. 0-146-10, §3, 12/6/10)

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(7) *Class "B-4" License* (Restaurant/Convenient Store with package liquor) shall authorize the retail sale of all alcoholic beverages, in its original package, not for consumption on the premises where sold, in an establishment whose primary purpose is both the sale of freshly prepared on-site food, the sale of gasoline and the sale of general merchandise and other prepackaged food items. The sale of alcoholic beverages shall be secondary to the sale of the above items. The establishment must have a minimum of four thousand five hundred (4,500) square feet of floor area, with no more than ten percent (10%) of the floor area used for the display of alcoholic beverages.

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The establishment shall offer their patrons full and complete meals during hours approved by the Palatine Liquor Commission as a condition of the liquor license. The establishment's full menu shall be on file with the Liquor Commission.

The establishment shall maintain a minimum of twelve (12) gasoline pump stations at all times.

The liquor display area shall be located in the designated area as indicated in the approved floor plan on file with the Liquor Commission. Any change to the liquor display area on the approved floor plan shall require Liquor Commission approval.

A point of sale control procedure/policy indicating the liquor license holder's procedures and policies to prevent persons under the age of twenty-one (21) from accessing and purchasing alcoholic beverages and to prevent the sale of alcoholic beverages outside the permitted hours of the granted liquor license shall be on file with Liquor Commission.

It shall be unlawful for a holder of a Class B-4 license to sell or offer for sale at retail any alcoholic liquor on the licensed premises, between the hours of 10:00 p.m. and 8:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to sell alcoholic beverages at the register unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell alcoholic beverages. (Ord. No. O-53-21, 6/7/2021)

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(8) *Class "C" License* (Club) shall authorize the retail sale of alcoholic liquor on the premises designated therein, for consumption on the premises only, by a club as defined in this chapter.

It shall be unlawful for a holder of a Class "C" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday, except between the hours of 12:00 midnight and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

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(9) *Class "D" License* (Restaurant) shall authorize the retail sale, in restaurant establishments only, of alcoholic liquor for consumption on the premises where sold. Such licenses shall be issued and retained by those restaurant establishments which:

(a) Are in fact operated as restaurants; and

(b) Offer their patrons full and complete meals, including dinner menu. The holder of a Class "D" license may modify the menu of the food to be served after 10:00 p.m.

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Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant. Without limiting the generality of the foregoing, limited food service such as provided by luncheonettes, diners, coffee shops, drive-ins, etc., does not satisfy the requirements for this license classification.

It shall be unlawful for a holder of a class "D" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Thursday, or during the hours of 2:00 a.m. and 6:00 a.m. Friday, Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

Servers aged 19 and 20 shall be permitted to serve alcoholic beverages at the table within the dining room, provided that said servers hold a valid Alcoholic Beverage Seller and Server Permit pursuant to Section 3-27; and that the establishment has a manager and/or an assistant manager and a bartender, all of whom must be at least 21 years of age, present on the premises at all times, all of whom have obtained the requisite Alcoholic Beverage Seller and Server Permit from the Village pursuant to Section 3-27.

(10) RESERVED

(11) *Class "E" License* (Temporary Special Event) shall authorize the retail sale of alcoholic liquor on the premises designated therein, for consumption on said premises only, by a civic, fraternal, other not-for-profit organization, or holder of valid Palatine liquor license, for a specific function or occasion and for a limited period of time to be set by the Local Liquor Control Commission; provided, however, that the hours shall be no later than 12:00 midnight on any night and begin no sooner than 11:00 am Sundays. As used in this paragraph (11) "premises" shall mean the entire premises designated in the Class "E" license even though such premises may extend beyond the interior of a building.

In the event the Village Manager receives an application for a Class "E" license, complete in all respects and accompanied by a detailed sketch and letter from the Police Department as required under section 3-28(12) of this Code, and because of unavoidable conflicts or other reasons beyond the control of the commission, the application cannot be acted upon in timely fashion by the full Local Liquor Control Commission, a Class "E" license may be issued upon the signatures of any four (4) commissioners, with a report of said approval and copies of the application and all supporting documents being mailed or delivered

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promptly to each commissioner.

Temporary licenses may be issued by the Local Liquor Control Commission to holders of any licenses, for operations away from the licensed premises for special events. The events, for which such special licenses away from the licensed premises shall be granted, shall be subject individually to the approval of the Local Liquor Control Commission. Such special licenses shall be issued for a period not to exceed seven (7) days in any one year for any license holder. Each individual site for such sale away from licensed premises shall be subject to approval by the Local Liquor Control Commission.

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It shall be unlawful for the holder of a Class "E" license to sell or offer for sale at retail any alcoholic liquor in the Village other than as is specifically permitted in the license.

It shall be unlawful for any person to sell or serve alcoholic liquor unless the seller or server has satisfactorily completed the Village of Palatine Liquor Ordinance Compliance Training Course.

(12) *Class "F" License* (Park District) shall authorize the retail sale of alcoholic liquor at or from buildings and other facilities located on the premises designated therein, for consumption on premises and also from beverage carts operating solely on golf course premises owned by Park Districts, duly established under the Park District Code. The holder of a Class "F" license shall upon issuance and renewal of the license, submit to the Village a list showing those hours at which alcoholic liquor will be sold, offered for sale at retail, served or permitted to be consumed at each respective Park District site; provided, however, the holder of a Class "F" license may sell or serve alcoholic liquor on such premises for special events at hours other than those contained on the aforesaid list upon at least forty-eight (48) hours prior notice to the Village Manager.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

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(13) *Class "G" License* (Beer and Wine) shall authorize the retail sale in restaurants only, of beer and wine for consumption on the premises where sold. Such licenses shall be issued to and retained by only those establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.

It shall be unlawful for a holder of a Class "G" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

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It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

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(14) *Class "G-1" License* (Seasonal Beer and Wine) shall authorize the retail sale in restaurants only, of beer and wine for consumption on the premises where sold and in conjunction with a sidewalk café license agreement between the restaurant and Village of Palatine. Such licenses shall be issued to and retained by only those establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.

(c) Have a valid Outdoor Seating License Agreement with the Village of Palatine allowing for the use of Village right of way for the purpose of food service.

It shall be unlawful for a holder of a Class "G-1" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, or during the hours of 1:00 a.m. and 6:00 a.m. Saturday and Sunday. The license shall be valid only during the dates allowed by the Outdoor Seating License Agreement. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender, alcohol server, or to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

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(15) *Class "G-2" License* (Beer and Wine Single-Serve Package) shall authorize the retail sale in restaurants only, of single-serve beer, wine and seltzer. Consumption on the premises where sold shall be approved by the Village Manager and such approved site plan shall be on file with the Liquor Commission. Such licenses shall be issued to and retained by only those establishments which:

(a) Offer their patrons' food service during all hours that the sale of alcohol is permitted. The establishment's full menu shall be on file with the Liquor Commission.

(b) No such license shall be granted to or retained by any establishment in which the facilities for food preparation and other non-alcoholic beverage service are not primarily those of a restaurant.

It shall be unlawful for a holder of a Class "G-2" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 09:00 p.m. and 09:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

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It shall be unlawful for any person to be employed as a bartender, server, or to manage such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.
(Ord. No. O-116-21, 11/1/2021)

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(16) *Class "H" License* (Banquet Hall) shall authorize the serving and retail sale of alcoholic liquor for consumption on the premises designated therein in establishments containing banquet hall facilities and authorized for banquets as a principal use; provided that alcoholic liquor under this license may be served and sold only to invited guests. The annual fee for such license shall be provided in the fee schedule supplement to the Palatine Code of Ordinances.

"Banquet hall facility" shall mean a business conducted on premises at which the exclusive activity is the catering of private parties whereat there is service for consumption at tables of a full multiple course meal at a prearranged fixed unit price, or hors d'oeuvres, buffet or smorgasbord, and at which alcoholic liquor may be served or sold as an incident to such food services; provided that each of such private parties is prearranged under the sponsorship of a particular person or organization.

It shall be unlawful for a holder of a Class "H" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Friday, or during the hours of 2:00 a.m. and 6:00 a.m. Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

It shall be unlawful for any person to be employed as a bartender or to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

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(17) *Class "K" License* (Hotel) shall authorize the retail sale in hotel rooms on the licensed premises of alcoholic liquor for consumption only in the hotel rooms on said premises and for special events in hotel meeting rooms. A Class K licensee shall be required to install cabinets for the storage of liquor for the use of room guests in each room provided each such cabinet shall be securely locked with a separate key from the room key. Only guests 21 years or older at the time of registration shall be issued the separate cabinet key.

A Class "K" license shall authorize a hotel to serve alcoholic beverages to registered guests between the hours of five o'clock (5:00) p.m. and ten o'clock (10:00) p.m. Hors d'oeuvres or other food shall be continuously available during the hours when alcoholic beverages are served. Service of the alcoholic beverages and food shall take place in a room (reception lounge) or area separated from the lobby of the hotel.

It shall be unlawful for any person to be employed as a bartender or to manage such reception lounge unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages. (Ord. #0-21-09, §1, 3/2/09)

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The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

(18) *Class "M" License* (Institutional Conference Center) shall authorize the serving and sale of alcoholic liquor for consumption on the premises designated therein in an Institutional Conference Center establishment; provided that alcoholic liquor under this license may be served and sold only to invited guests that are utilizing the services and facilities of the Institutional Conference Center for educational, cultural, philanthropic, governmental, business and/or training activities and said alcoholic liquor is incidental to such activities. Service and sale of alcoholic beverages shall be restricted to only those events in an Institutional Conference Center.

"Institutional Conference Center" shall mean an event on premises at William Rainey Harper College at which the exclusive activities are those events associated with educational, cultural, philanthropic, governmental business or training activities, and said alcoholic liquor is incidental to such activities. The sale or serving of alcohol at weddings, receptions or other events not involving the educational, cultural, philanthropic, governmental programming or training activities is prohibited.

It shall be unlawful for a holder of a Class "M" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 12:00 midnight and 6:00 a.m. The annual fee for such license shall be $10.00.

It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains from the Village Manager a license to sell or serve alcoholic beverages.

(19) *Class "N" License* (Microbrewery) shall authorize establishments dispensing alcoholic liquors for consumption on the premises and engaged in the actual brewing and production of beer on the premises and for the dispensing of beer that has been brewed and produced on site for consumption off the premises and in packaged form only. Holders of a Class N license shall offer their patrons full and complete meals, including dinner menu. The holder of a Class "N" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. This license shall be issued only to establishments with a microbrewery, having meal service, and a restaurant capacity of not less than 100 seats. (Ord. No. 0-64-13, §1, 6/3/13)

It shall be unlawful for a holder of a Class "N" license to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 1:00 a.m. and 6:00 a.m. Monday through Thursday, or during the hours of 2:00 a.m. and 6:00 a.m. Friday, Saturday and Sunday, except between the hours of 1:00 a.m. and 2:00 a.m. on the first day of January of every year. The annual fee for such -license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

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It shall be unlawful for any person to be employed as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker in such an establishment unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages.

(20) *Class "O" License* (Temporary Commercial Special Events, Daily Fee) Authorizes the retail sale of wine and/or beer only, on the premises specified, for consumption on said premises at a business event, grand opening or similar function. Such temporary licenses are to be granted to local businesses promoting a common object rather than the sale of wine and/or beer. Such licenses may also contain further restrictions or conditions which are deemed necessary to ensure that the events are properly supervised and otherwise conducted such that the health, safety and welfare of the general public will be protected. These restrictions or conditions may include, but are not limited to, the event's hours of operation or specific operational conditions.

Such licenses shall be authorized on a day to day basis, but for not more than three (3) consecutive days. Such licenses shall permit not more than twenty (20) days of events per calendar year. Such licenses shall only be authorized to a single user premises.

In conjunction with the license application a list of event(s) shall be submitted to the Village. Any proposed changes to the approved event(s) following the issuance of a license shall be submitted in writing to the Village Manager at least seven (7) days prior to the proposed event. The Village Manager shall be authorized to either approve or deny any proposed changes to the event(s) following the issuance of the license.

It shall be unlawful for any person to be employed as a bartender or to manage such event unless such person obtains an Alcoholic Beverage Seller and Server permit to sell or serve alcoholic beverages. The fee for such licenses shall be two hundred and fifty dollars ($250) for five (5) event days or less, or five hundred dollars ($500) for six (6) event days or more. (Ord. #0-28-09, §1, 3/9/09)

(21) *Class "P" License* (Caterer) shall authorize an establishment to provide catering services. A "Caterer" means a person or business that provides food and/or alcoholic beverage service to private events within the Village of Palatine. Holders of a Class "P" license may sell, dispense, and serve alcohol beverages as part of a private event within the Village of Palatine. Such licenses shall be issued and retain by those establishments which:

(a) The primary business is located in the Village's corporate limits.
(b) Hold a valid Food Dealer Permit issued by the Village.
(c) Demonstrate the ability to store, handle, prepare, transport and serve food in a safe and sanitary manner, in accordance with the standards promulgated pursuant to Village Code of Ordinances. The Department of Community Services shall inspect an applicant's license premises for compliance with this Code and shall report its findings to the Local Liquor Control Commissioner.

1. "Outside Caterer" which means a caterer whose primary business is located outside of the Village's corporate limits, may register with the Village by supplying the following information to the Village Manager for approval:

a. Location, date, and time of the Catering Event; and
b. Proof of a valid license for the preparation of food for service of the

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licensed premises, issued by the appropriate licensing authority of the jurisdiction of where the applicant's catering business is located; and

c. Proof of its ability to store, handle, prepare, transport and serve food in a safe and sanitary manner in accordance with the standards no less stringent than those imposed by the Village Code of Ordinance; and

d. Proof of a valid license for the sale of alcoholic liquor issued by the appropriate licensing authority; and

e. Proof of dram shop insurance in an amount equal to that required by the license under this Chapter; and
Proof of completion of a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements of the Department of Human Services (DASA) 77 Adm. Code 3500.101 et seq. or its equivalent for any person employed by an Outside Caterer as a bartender, server, to manage such an establishment, or to act as a bouncer or identification checker for the Catering Event.

f. Any additional information as required by the Village Manager.

A registered outside caterer may engage in the sale and service of alcoholic liquor on the same terms and conditions as the holder of the caterer's liquor license under this Code. The registration period for each Outside Caterer shall be on a per event basis, with no event exceeding five (5) consecutive days.

Any person desiring an Outside Caterer registration shall file an application therefor with, no less than fourteen (14) days before the intended date of the event, to the Village Manager or his/her designee, upon a form provided by him/her. The Village Manager may include additional restrictions or conditions to the approved registration.

The annual fee for Class "P" license and registration fee for Outside Caterer shall be as provided in the fees schedule supplement of the Palatine Code of Ordinances.

Every person engaged in the sale of alcoholic liquor as a caterer shall keep a record of each event catered by that person. The record shall indicate the place and time of the event and include the name of the person hiring the caterer; the compensation paid to the caterer; the types of alcoholic liquor and the quantity of each type sold at the event. All such records shall be kept at the caterer's place of business and available for inspection by any authorized representative of the Village for at least three (3) years after the event.

A caterer shall sell alcoholic liquor only to the client or sponsor of a catered event, and only by the full, unopened container.

Either the caterer, or an employee of the caterer, shall be present at all times during a catered event where alcoholic liquor is dispensed. The caterer or caterer's employee shall have on his/her person a copy of the caterer's liquor license or Outside Caterer's registration.

It shall be unlawful for any person to be employed by a holder of a Class "P" License as a bartender, server, bouncer, identification checker, manager, unless such person obtains an Alcoholic Beverage Seller and Server Permit to sell or serve alcoholic beverages. (Ord. No. 0-45-10, §1, 5/3/10)

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(22) *Class "LC" License* (Late Closing License) Effective July 1, 2022 there shall be no further "LC" License (Late Closing License) issued by the Village of Palatine. However, holders of a "LC" License as of June 30, 2022 shall be subject to the following classifications and regulations:

(a) Class "LC 1" License (Late Closing License). For holders of an unconditional Class "LC" License issued prior to January 05, 2005, if the license holder is located within the area bounded by Colfax Street on the north, Palatine Road on the south, the Gateway Center Parking Deck on the west and Plum Grove Road on the east, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 2:00 a.m. and 6:00 a.m. on Monday through Friday and between the hours of 3:00 a.m. and 6:00 a.m. on Saturday and Sunday. Said hours shall be in effect through from July 1, 2022 through September 4, 2022. Commencing September 5, 2022 and thereafter, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village, or to deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 2:00 a.m. and 6:00 a.m.

Any Class "LC" License issued prior to January 05, 2005, may not be transferred to any new operator. Further, any "LC 1" License shall not be transferred to any new operator.

The holder of a Class "LC 1" License may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

Except for renewal of existing licenses issued prior to July 1, 2022, there shall be no further new Class "LC 1" licenses issued.

(b) Class "LC 2" License (Late Closing License). For holders of an unconditional Class "LC" License issued prior to January 05, 2005, if the license holder is located north of Dundee Road and east of Rand Road, it shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the Village or deliver or permit the consumption of alcoholic liquor on the licensed premises, between the hours of 3:00 a.m. and 6:00 a.m.

Any Class "LC" license issued prior to January 05, 2005, may not be transferred to any new operator. Further, any "LC 2" License shall not be transferred to any new operator.

The holder of a Class "LC 2" license may modify the menu of the food to be served after 10:00 p.m. Sunday through Wednesday and 11:00 p.m. Thursday, Friday and Saturday, provided such modified menu includes a variety of sandwiches or similar hot and cold foods and hot and cold non-alcoholic beverages. The establishment's full menu and limited menu shall be on file with the Liquor Commission. Food

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Service (taking orders, making and serving prepared foods) may end no earlier than one (1) hour prior to the establishment's closing time. (Ord. No. 0-64-13, §1, 6/3/13)

Except for renewal of existing licenses issued prior to July 1, 2022, there shall be no further new Class "LC 2" licenses issued.

The annual fee for such licenses shall be provided in the fee schedule supplement to the Palatine Code of Ordinances.

(23) *Class "PS" License* (Product sampling) shall authorize product sampling. Only those establishments holding a Class B and Class B-1 liquor license may apply for the Class PS license. (Ord. 0-148-06, §1, 8/21/06)

Holders of a Class "PS" License may conduct product sampling for consumption at the licensed retail location only. Up to 10 samples, consisting of no more than (i) 1/4 ounce of distilled spirits, (ii) one ounce of wine, or (iii) 2 ounces of beer may be served to a consumer in one day.

Holders of a Class "PS" license may conduct product sampling for consumption outside the licensed retail premises for offsite events in accordance with the following conditions:

a. Approval to conduct product sampling outside the licensed retail premises must be granted by the Village Manager in writing with whatever conditions the Village Manager deems appropriate. In addition, the granting of this license shall not give the establishment the right to conduct samples or sales of products it would not otherwise be entitled to provide under the establishment's B or B-1 license. Request for approval must be submitted in writing to the Village Manager not less than fourteen (14) days prior to the event.

b. All sampling must be held within the corporate limits of the Village of Palatine.

c. All servers at the events must have a valid Alcoholic Beverage Seller and Server Permit.

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Any violation of the Class "PS" license or any conditions related thereto shall also be considered a violation of the B or B-1 liquor license held by the licensed establishment and shall be grounds for the revocation, suspension, or other action pursuant to the Village Code of Ordinances, related to all Village licenses held by the establishment.
(Ord. No. 0-122-08, §1, 9/2/08)

(24) *Class "PS-1" License* (Full Serving Product Sampling) shall authorize the sale and full serving size service of products available for retail purchase in the establishment. Only those establishments holding a Class B liquor license and with a square footage in excess of 5,000 sq. ft. may apply for the Class PS-1 license.

Holders of a Class "PS-1" license shall have a designated and approved area to conduct product sampling of products available for retail purchase at the licensed retail location and limited special offering products from distributors which may or may not be available for retail purchase.

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Holders of a Class "PS-1" license shall have a limited food menu, approved by the Village Manager, available at all times product serving is available. Such menu may consist of pre-packaged foods.

It shall be unlawful for a holder of a Class PS-1 license to sell or offer for sale any alcoholic liquor, or to deliver or permit the consumption of alcoholic liquor on the license premises, between the hours of 9:00 p.m. and 11:00 a.m. The annual fee for such license shall be as provided in the fee schedule supplement to the Palatine Code of Ordinances.

Any violation of the Class "PS-1" license or any conditions related thereto shall also be considered a violation of the B liquor license held by the licensed establishment and shall be grounds for the revocation, suspension, or other action pursuant to the Village Code of Ordinances, related to all Village licenses held by the establishment.

Any holder of a Class A-1, Class C, Class D, Class G, Class H, and Class N permit shall be entitled to weekend hours on the day before Thanksgiving, and St. Patrick's Day of every year when such days fall on a Monday through Thursday, upon request, provided that two weeks' notice be given to the Village Manager.

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(Ord. O-21-21, 3-1-21)

25. *Class "VG" License* (Video gaming) shall authorize video gaming on premise. Only those establishments holding a Class D or Class N liquor license may apply for the Class VG license.

Holders of a Class "VG" license may conduct video gaming as an ancillary use on premise in accordance with the following conditions:

a. The establishment must have a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq, and shall comply with all provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.

b. The operation of video gaming terminals shall only be permitted during the hour's alcoholic liquor sales are permitted pursuant to the underlying Class D or Class N liquor license.

c. Video gaming shall be located in a separated area that is restricted to persons 21 years of age or older. Applicants shall submit a floor plan for approval by the Village that clearly indicates the proposed location of all video gaming terminals. Said video gaming area shall be separated by a permanent opaque barrier with a minimum height of four (4) feet. The floor plan shall include specific information as to the type of barrier to be utilized to separate the area, provided however, that such barrier shall not obstruct the view of the entrance to the video gaming area which shall be visible to an employee at all times. The entirety of the separated area shall be visible at all times to an employee through live video surveillance. Additionally, a plan shall be approved as part of the application process that demonstrates frequent physical monitoring of the video gaming terminals by an employee in addition to the video surveillance. Notwithstanding the foregoing and to the extent possible, lighting and sounds from the gaming machines shall be contained within the separated area with minimal intrusion

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to the remainder of the licensed establishment and the video gaming terminals shall not be visible from outside the establishment.

d. The separated area must provide for accessibility in accordance with all applicable codes including the Americans with Disabilities Act. A floor plan shall be approved by the Liquor Commission as part of the issuance of the Class VG License.

e. The total number of video gaming terminals located in the establishment shall not exceed six (6).

f. No video gaming signage or advertising of any type or size, including, but not limited to, posters, paper signage, fliers, neon signage, banners, video or audio feed, or any other form of advertisement, shall be allowed on the exterior of the licensed establishment or on the inside of such establishment if such signage is visible from the outside in any way, including but not limited to, visibility from any street, alley, or public right-of-way within the Village.

g. Video Gaming is prohibited in any establishment located within 100 feet of any school or place of worship as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq.

h. The establishment must be in good standing with the Village for no less than one (1) year prior to its application for a License which allows Video Gaming. The one (1) year requirement is satisfied if an otherwise eligible establishment is acquired by a new owner that operates qualified video gaming in other locations in the State of Illinois. To be in "in good standing" the licensee shall:

(i) Owe no sums of money to the Village at the time of its application nor have been late in payments to the Village of any sum owed the Village in the previous twelve (12) months prior to date of application;

(ii) Have held a Village of Palatine liquor license;

(iii) Been in continuous bona fide operation under that license for no less than twelve (12) months at the time of its application for the License;

(iv) Have had no legal violations causing a suspension of its liquor or business license in the twelve (12) months prior to its application for the License; and

(v) Be in compliance with all dram shop and video gaming laws, rules and regulations of the Village of Palatine and the State of Illinois.

The Commission shall have the authority to waive the requirements in subsection (h) (ii) and (iii) upon a petition by the applicant that demonstrates that the one (1) year requirement is not necessary.

Additionally, holders of a Class "VG" license shall be equipped with video surveillance equipment capable of recording clear continuous video of the separated video gaming area and the outside of the establishment. Video Surveillance shall meet the following standards:

1) The video surveillance cameras shall be digital in nature (digital video recorder) and shall be of sufficient number, type, placement and location to view and record

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all activity in front of and on all sides of each entry and exit way used by patrons of the licensee for a distance of 25 feet from the point of entry or exit of the licensed establishment. Further video surveillance cameras shall be installed to record all activity in the portion of the licensed premise approved for video gaming. Full video coverage of this area shall be provided; and

2) The video surveillance cameras shall be sufficiently light sensitive and provide sufficient image resolution (supported by additional lighting if necessary) to produce easily discernible images recorded at all times; and

3) The video surveillance cameras shall record at a minimum speed of fifteen frames per second; and

4) The video surveillance camera image shall be capable of being viewed through use of appropriate technology, including but not limited to a computer screen or closed circuit television monitor; and

5) The video surveillance camera system shall be capable of transferring the recorded images to portable format of media, including but not limited to compact disc, digital video disc or USB thumb drive; and

6) The video surveillance cameras shall be maintained in good working condition; and

7) The video surveillance cameras shall be in operation and recording continuously, twenty-four (24) hours per day; and

8) The recordings made by video surveillance cameras installed and maintained pursuant to this ordinance shall be indexed by dates and times and preserved for a minimum of thirty (30) days so that they may be made available to the liquor commissioner, the police department and other governmental agencies in furtherance of a criminal investigation or a civil or administrative enforcement investigation, prosecution or hearing. The Licensee shall allow the inspection of the video surveillance equipment and/or all video surveillance content by the Palatine Police Department at any time during regular business hours upon oral or written request and without warrant, subpoena or other legal process. Once Licensee receives a request for inspection or copies of video surveillance, no preserved material shall be deleted without written direction from the Palatine Police Department. Any knowing or intentional violation of this paragraph shall constitute sufficient grounds for the revocation of the establishments liquor license; and

9) The licensee shall post signage, in a conspicuous manner and at appropriate locations, notifying the public that video surveillance cameras are in operation

The annual fee for such License shall be provided in the fee schedule supplement to the Palatine Code of Ordinances. Additionally, any establishment operating pursuant to a Class VG License which allows for and authorizes video gaming must pay an annual fee to the Village in the amount of one thousand dollars ($1,000) per video gaming terminal authorized in the establishment.

The Class VG License shall terminate with no further action required of the Village Council at

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11:59 p.m. on June 30, 2024.

Any holder of a Class A-1, Class C, Class D, Class G, Class H, and Class N permit shall be entitled to weekend hours on the day before Thanksgiving, and St. Patrick's Day of every year when such days fall on a Sunday through Wednesday, upon request, provided that two weeks' notice be given to the Village Manager.

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(Ord. O-21-21, 3-1-21)

Sec. 3-36. Disposition of fees.

All license fees shall be non-refundable and paid, annually in advance of July 1 in each year on or before the specific date set forth by the Village Manager in the license renewal information. Failure to pay by the specific date set forth shall result in a late payment fee of $75. The license holder may elect to pay in equal semi-annual installments on or before the renewal date set forth above and January 1 in each year. This method of payment is subject to a $100.00 administration fee on the second installment. Failure to tender good funds for full payment for the proportionate amount due by January 1 shall constitute grounds for suspension or revocation of the license under Section 3-44. (Ord. O-19-19, 3/11/19)

A service charge in the amount of $100.00 shall be assessed for all checks for license fees that are returned for insufficient funds. Failure to tender good funds for full payment of the license fee within twenty-four (24) hours of notice from the Village of the returned check shall constitute grounds for suspension or revocation of the license under Section 3-44.

If a new license is issued during a term of the license period, the fee shall be only the proportionate amount due based on the remaining number of months during the term of the license.

Sec. 3-37. Number.

There shall be in force in the Village of Palatine, no more of each classification of Liquor License as designated by Village ordinance from time to time, a complete listing of which shall be maintained at all times by the Village Manager's office and the Village Clerk's office, and no license shall be issued in excess of these limitations. Nothing in the Code or the ordinance adopting this Code shall affect any such ordinance and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Sec. 3-38. List required.

The Village Manager shall keep or cause to be kept a complete record of all such licenses issued, and shall furnish the clerk and Chief of Police each with a copy thereof; upon the issuance of any new license, or the revocation of any old license, the Village Manager shall post notice of such action.

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Sec. 3-39. Transfer.

(a) A license shall be purely a personal privilege, good for not to exceed one year after issuance, unless sooner revoked or terminated as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee, provided that executors or administrators of the estate of any deceased licensee, and the trustee of any

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insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but not longer than six months after the death, bankruptcy or insolvency of such licensee.

(b) Any licensee may renew his/her license at the expiration thereof, provided he is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purpose; and provided further that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the Mayor and Village Council from decreasing the number of licenses to be issued within its jurisdiction. No retailer's license shall be renewed if the Department of Revenue has reported to the Illinois Liquor Control Commission that such retailer is delinquent in filing any required tax returns or paying any amounts owed to the State of Illinois until the applicant is issued a certificate by the Department of Revenue stating that all delinquent returns or amounts owed have been paid by guaranteed remittance or the payment agreement to pay all amounts owed has been accepted by the Department. No retailer's license issued by the Local Liquor Control Commissioner shall be renewed unless the applicant provides documentation that any tax owed to by the applicant has been satisfied by payment in the form of a cashier's check, certified check, money order, or cash.

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Sec. 3-40. Live entertainment on the premises.

Issuance of a retail liquor dealer's license under the terms of this article shall not carry with it the right or privilege for any form of live entertainment as defined in this Chapter to be conducted or performed on the premises described in the application and license. Authorization for any such live entertainment shall be obtained separately pursuant to the provisions of the zoning ordinance of the Village of Palatine, by securing any necessary zoning relief as well as a live entertainment license pursuant to section 11-63 and upon payment of the annual fee as provided in Section 11-63 of Article II, Division 2 of Chapter 11. For those establishments that have a liquor license, only those portions of the premises in which the consumption of alcohol is permitted may seek approval for live entertainment. (Ord. 0-1-10, §2, 1/11/10)

Sec. 3-41. Change of location.

A retail liquor dealer's license shall permit the sale of alcoholic liquor only in the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the Liquor Commission. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the law of this state, provisions of this Code and other ordinances of the Village.

Sec. 3-42. Renewal of license.

(a) In all establishments seeking renewal of their existing liquor license(s), all renewal licenses shall be required to comply with all applicable sections of this Chapter including but not limited to Secs. 3-27, 3-28 and 3-30. A copy of the Alcoholic Beverage Seller and Server Permit for all employees shall be kept on the premises of the establishment at all times and made available to the Village for inspection upon demand.

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(b) In addition to any other requirements in this ordinance or conditions associated with the type of license obtained, the liquor control commission may impose reasonable conditions

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on the issuance of a renewal liquor license. Such conditions may be based on the past operating history of the establishment, the neighborhood or environs in which the establishment is located and may include additional limitations on the hours otherwise permitted in the license classification sought by the applicant.

Sec. 3-43. Prohibited licenses.

(a) No license shall be issued to any person for the sale at retail of any alcoholic liquor at any store or other place of business where the majority of customers are minors of school age.

(b) No license shall be issued to any establishment which also delivers gasoline for automotive vehicles on the same premises, unless such establishment has been issued a B-4 liquor license.

Sec. 3-44. Revocation or suspension of license.

No person holding a license issued by the Local Liquor Control Commission shall, in the conduct of the licensed premises or upon the licensed premises:

1. Violate or suffer or permit a violation of any Federal or State statutes regulating the sale of alcoholic liquors or any other Federal or State statute.
2. Violate or suffer or permit a violation of any Village, county, or other local ordinance or resolution regulating the sale of alcoholic liquors or any other such ordinance or resolution.
3. Violate or suffer or permit a violation of the conditions of the license or of any other ordinance of the Village.
4. Commit any fraud or misrepresentation or make a false statement in the application for the license
5. Be convicted of any felony or of a misdemeanor involving moral turpitude.
6. Fail to pay any fee, tax, fine or penalty owing to the Village
7. Refuse to permit an inspection of or interfere with a duly authorized Village officer or employee while in the performance of his/her duties in making such inspections as provided in the Village of Palatine Code of Ordinances
8. Cause nuisance or danger to public health, safety or welfare
9. Suffer or permit disorderly conduct on the premises or in the parking lot, serving the premises or for such other acts that occur on adjoining land or in any other area within the control of the licensee attributable to patrons or employees of the license holder.
10. Commit fraudulent or unfair business practices
11. Cessation of business for more than thirty (30) consecutive days.
12. Failure to hold a valid Palatine Business License
13. Failure to hold a valid State of Illinois Liquor License
14. Failure to carry valid Dram Shop insurance

A license may be revoked or suspended if the licensee violates any of the above provisions of this chapter, or any applicable rules or regulations established by the Local Liquor Control Commission or the Illinois Liquor Control Commission which are not inconsistent with law. However, no such license shall be so revoked or suspended except after a public hearing in the manner hereinafter provided.

License revocation and suspension hearings provided for hereunder shall be conducted by a local liquor control hearing committee consisting of three (3) members appointed by the Local Liquor Control Commission, but who need not be members of the Local Liquor Control Commission. The local liquor control hearing committee shall elect a chairman to preside at all its meetings and hearings. Any two (2)

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members of the local liquor control hearing committee shall constitute a quorum. When a quorum is present, any decision, recommendation, fine, penalty, revocation, suspension or other action by the local liquor control hearing committee shall require a majority vote of those present. In cases of hearings on violation charges, a majority vote of those present shall be required for a finding of guilty.

All hearings shall be held after not less than a five-day written notice to the licensee, served either personally or by registered or certified mail, affording the licensee an opportunity to appear and defend. A count reporter shall be present at all hearings and shall record all proceedings. The expenses of such court reporter shall be paid for by the Village, except that the cost of any copies of the record as transcribed by the court reporter which are desired by a party to the proceedings shall be paid for by that party.

Upon the conclusion of any hearing, the local liquor control hearing committee shall issue written findings and an order with respect to the evidence presented at the hearing, signed by all members on the prevailing side of the decision and participating in the hearing. A copy of said findings and order shall be delivered as promptly as possible to the Village Manager for transmission to all members of the Local Liquor Control Commission, and also shall be sent by registered or certified mail or served personally upon the licensee within five (5) days of the termination of the hearing. If the local liquor control hearing committee determines that the licensee is guilty of any violation charged, the order shall state the penalty to be imposed upon the licensee. The local liquor control hearing committee may revoke the license of any licensee found guilty of any charges brought before it.

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If the license is not revoked, the local liquor control hearing committee may impose any one or any combination of the following penalties:

(a) Suspension of the liquor license for a period not to exceed thirty (30) days.

(b) Require that the licensee and any or all of its employees as designated by the committee (including the authority to designate job types) obtain certification from a state-certified beverage alcohol sellers and servers educational and training (BASSET) program meeting the minimum curriculum requirements pursuant to the Administrative Rules of the Illinois Department of Public Health, Division of Alcoholism and Substance Abuse, Title 77, Chapter XVI, Part 3500 or its equivalent (to be determined by the Palatine Police Department) and obtain a seller's or server's license from the Village Manager as a condition to the continued operation of the establishment.

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(c) Require the submission of written procedures, reasonably satisfactory to the local liquor control hearing committee established by the licensee for the training of his/her employees in proper age identification evaluation.

(d) Require that appropriate signs be posted with respect to age requirements on the premises. This may be in addition to any signs that may be required under section 3-12 of this chapter.

(e) The payment of a fine not to exceed five thousand dollars ($5,000.00) per violation for a first violation within a 12 month period, ten thousand dollars ($10,000.00) for a second violation, and fifteen thousand dollars ($15,000.00) for a third or subsequent violation within a 12 month period.

Any appeal from a decision of the local liquor control hearing committee shall be made in accordance with the Illinois Liquor Control Act shall be based on the record made at the hearing before the Local Liquor Control Hearing Committee.

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Twenty-four (24) hours before the commencement of any suspension or revocation, the Police Department shall have the right to post on all entrances to the licensed establishment a notice that the premises is prohibited from selling or delivering alcoholic beverages by order of the Village of Palatine Local Liquor Control Hearing Committee.

(f) In the event that the licensed establishment and/or employee of the licensed establishment is charged with selling to a person under the age of 21, the Village Manager shall have the authority to issue a letter to the licensed establishment offering to settle the matter for payment of a $500.00 fine in lieu of an appearance before the Liquor Control Hearing Committee. In the event the licensed establishment does not agree to pay the pay the fine or requests a hearing, said hearing shall proceed in accordance with the procedure set forth in this Section. This provision shall only apply to a licensed establishment charged for the first time with unlawful sale to a person under the age of 21.

(g) In the event that the licensed establishment and/or employee of the licensed establishment is charged with selling or serving without an Alcoholic Beverage Seller and Server permit, the Village Manager shall have the authority to issue a letter to the licensed establishment offering to settle the matter for payment of a $500.00 fine in lieu of an appearance before the Liquor Control Hearing Committee. In the event the licensed establishment does not agree to pay the fine or request a hearing, said hearing shall proceed in accordance with the procedure set forth in this Section. This provision shall only apply to a licensed establishment charged for the first time with operating without an Alcoholic Beverage Seller and Server permit.

(h) In the event that the Mayor or a majority of the Liquor Control Commission has reason to believe that the continued operation of a particular licensed premises will immediately threaten the welfare of the community, the Mayor shall have the power to issue a written order requiring the licensed premises closed for not more than seven (7) days, giving the Licensee an opportunity to be heard during that period by the Local Liquor Control Hearing Committee.

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(i) Any additional section or conditions deemed appropriate by the Local Liquor Control Hearing Committee.

Deleted: h

The notice shall be in letters not less than one-half inch high and shall, in the case of a suspension, give the times of the suspension and in the case of a revocation state the exact time which the revocation goes into effect.

The removal of such notice before the suspension ends by any person is prohibited and shall subject the person to a fine of not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000.00).

Sec. 3-45. Commission rules.

The Local Liquor Control Commission may promulgate such rules of procedure from time to time to govern hearings and other proceedings as it deems appropriate.

Deleted: local liquor control commission

Sec. 3-46. Owner of Premises Permitting Violation – Penalty.

If the owner of the licensed premises or any person from whom the licensee derives the right to possession of such premises, or the agent of such owner or person, shall knowingly permit the licensee to use said licensed premises in violation of the terms of this Ordinance, said owner, agent or other person shall be deemed guilty of a violation of this Ordinance to the same extent as said licensee and be subject to the same punishment and restrictions on issuance of any new licenses to the same extent as said licensee.

Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Sec. 3-47. Acts of Agent or Employee – Liability of Licensee – Knowledge.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this Ordinance, by any officer, director, manager or other agent or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by him/her personally.

Sec. 3-48. Granting Licenses after Revocation; Waiting Period; Discretion.

When any license shall have been revoked for any cause, no license shall be granted to any person for the period of one year thereafter for the conduct of the business of manufacturing, distributing, or selling alcoholic liquor in the premises described in the revoked license unless the revocation order has been vacated, unless relief is given by the Local Liquor Control Commission.

Deleted: Local Liquor Control Commission

Attachment: Exhibit A: Chapter 3 Proposed BASSET Changes (2023-16 : Ordinance Amendment Chapter 3 - Alcohol-Basset)

Consider a Motion Authorizing the Village Manager to Execute a Contract for Architectural and Engineering Services for the Remodeling of Fire Stations 82 and 85

BACKGROUND:
As part of the 2022 Capital Improvement Program, American Rescue Plan Act (ARPA) funding was appropriated to begin the process to design an addition to and remodeling of Fire Station 82, located at 1475 North Hicks Road, and remodeling of Fire Station 85, located at 39 East Colfax Street. Fire Station 85 serves as the base of operations for the Fire Department's administrative offices and staff has outgrown the current space. The administrative functions are proposed to relocate to Fire Station 82, which requires a single-story addition to accommodate the new offices. The administrative offices in Fire Station 85 will be vacated and repurposed into workout and training spaces to support the remaining staff.

KEY ISSUES:

- A Request for Qualifications was prepared and published. Ten architectural firms submitted qualifications, three of which were interviewed by Fire and Public Works staff. The preferred firm, FGM Architects, Incorporated of Oak Brook, Illinois, was selected based upon their ability to comprehensively address the project scope.
- FGM can provide services consisting of architectural, structural, mechanical, electrical and civil engineering; interior design; furnishing design and procurement; bidding services; and construction administration services for remodeling of Fire Stations 82 and 85.
- Schematic design is the first phase and recommended for approval at this time. The proposed cost is $57,000, plus reimbursables up to $200. The Council will have the ability to elect to continue moving forward or go in a different direction following this phase. Schematic design, or Phase 1, will include the building condition assessment, programming space needs, and development of schematic floor plans.
- The schematic design portion of this project will be completed in approximately three months from the date of execution.
- Upon the completion of the first phase, FGM will then provide a proposal for a second phase of the project which will include completion of design, construction documentation, bidding and construction administration services.
- This is intended to allow for consideration of improvements as soon as later this year.

ALTERNATIVES:

1. Authorize the Village Manager to execute the contract for Architectural and Engineering Services for the Fire Stations 82 and 85 Remodeling with FGM Architects and to approve the Schematic Design Phase.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to accept the proposal and execute a contract for Architectural and Engineering Services for the Fire Stations 82 and 85

Remodeling with FGM Architects and approving the Schematic Design Phase in an amount not-to-exceed $57,200.

BUDGET IMPACT:
ARPA funds in the amount of $3,250,000 have been appropriated in the Capital Improvement Budget to accommodate the space needs study and schematic design phases.

ACTION REQUIRED:
Motion to authorize the Village Manager to accept the proposal and execute a contract in a manner acceptable to the Village Attorney for Architectural and Engineering Services for the Fire Stations 82 and 85 Remodeling with FGM Architects, Incorporated of Oak Brook, Illinois and to approve the Schematic Design Phase in the not-to-exceed amount of $57,200.

ATTACHMENTS:

- FGM Architects Proposal

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

Proposal for

Architectural Services

for

PALATINE FIRE DEPARTMENT ADDITION AND REMODEL OF STATION 82 / REMODEL OF STATION 85
Phase I Building Evaluation and Design Services
Palatine, Illinois

Submitted to:

VILLAGE OF PALATINE
Fire Department Administrative Office
39 E Colfax Street
Palatine, IL 60067

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

February 13, 2023

Attachment: FGM Architects Proposal (Fire Stations 82 and 85 Remodeling Architectural and Engineering Services)

FGMARCHITECTS

1.0 SCOPE OF PROJECT

The Palatine Fire Department's administrative offices are currently located in Fire Station 85 at 39 E Colfax Street. The administrative offices have outgrown that location and are proposed to be relocated to Fire Station 82. Therefore, the need for a single-story addition to Station 82 will be necessary to accommodate the administrative offices. The original plans for Fire Station 82 contemplated an expansion to the north of the building for future growth.

The administrative office areas to be vacated in Fire Station 85 will be re-purposed into uses supporting the Station 85 staff.

Additionally, a building assessment of both Stations 82 & 85 is required to determine the repair and replacement needs of the building components

FGM Architects is proposing that the project be implemented in two phases. The first phase will be a discovery phase to assess the condition of the buildings, programming to identify the space needs requirements, and development of schematic floor plans. The intent of the first phase is to determine a detailed scope of work for each project. Upon completion of first phase, FGM Architects will then provide a proposal for a second phase of the project which will include completion of design, construction documentation, bidding, and construction administration services.

1.0.1 The project scope for this first phase of the project will follow the general outline as stated in the Request for Qualifications for Architectural Services for the Addition to and Remodel of Station 82 / Remodel of Station 85 dated October 24, 2022.

.1 A building assessment of both Stations 82 & 85 is required to determine the repair and replacement needs of the building components

.2 Pre-design services to include identification of space requirements for each station.

.3 Schematic design services to include development of floor plans for both fire stations and building elevations for Station 85

.4 Cost estimating services.

.5 It is noted that the fire stations need to remain operational during construction, therefore phasing of the work must be considered in the design work.

1.0.2 Phase 1 is to be completed by May 26, 2023.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional architectural services for the project:

2.1 Phase 1 Design Services

Attachment: FGM Architects Proposal (Fire Stations 82 and 85 Remodeling Architectural and Engineering Services)

FGMARCHITECTS

2.1.1 The following services are to be required for the addition to and remodeling of Fire Station 82.

.1 Provide a building assessment of Fire Station 82 to determine the repair and replacement needs of the building components. The assessment is to review pavement conditions, architectural and MEPFP engineering systems.

.2 Meet with the Fire Department to determine the space needs required to accommodate administrative functions. This will include building and site requirements (parking and stormwater detention).

.3 Utilizing the space needs information and building assessment from above, develop schematic site and floor plans to illustrate the scope of work required for the addition to and remodeling work that will be incorporated into the project. The plans will be reviewed with the Owner and refined as required.

.4 Identify site stormwater requirements for the project. The Village will provide prior MWRD permit information to aid in the determination.

.5 Given the amount of renovation at Fire Station 82, it is anticipated that much of the interior of the building will have new interior finishes.

.6 Any exterior parking lot lighting should follow the Village standard at the Village Hall for fixtures.

.7 If required by accessibility codes, provide alternate pricing for adding an elevator to the project. In the original building, an elevator shaft was constructed, but the elevator was not installed.

.8 This site will not be used as a training site.

.9 I.T. requirements will need to be reviewed as part of the design process. There is a server room in the basement of the existing building.

.10 Storage requirements will need to be verified during the design process. This is to include palletized storage.

.11 Deliverables are to include the following:

.1 Site and Floor Plans

.2 Project Budget

.3 Letter Report of Findings

2.1.2 The following services are to be required for the remodeling of Fire Station 85.

.1 Provide a building assessment of Fire Station 85 to determine the repair and replacement needs of the building components. The assessment is to review architectural and MEPFP engineering systems. This will be in interior remodeling project and no site work is expected.

.2 Meet with the Fire Department to determine the space needs required in the

Attachment: FGM Architects Proposal (Fire Stations 82 and 85 Remodeling Architectural and Engineering Services)

FGMA ARCHITECTS

areas to be vacated by the fire department administration. It is anticipated that the space will be used for workout and training space.

.3 Utilizing the space needs information and building assessment from above, develop schematic floor plans to illustrate the scope of work required for the remodeling work that will be incorporated into the project. The plans will be reviewed with the Owner and refined as required.

.4 For Fire Station 85, the amount of interior finishes to be renovated will be dependent on the extent of the building systems to be replaced (HVAC, electrical, and plumbing), as access to remove and install new systems will require some selective demolition work.

.5 I.T. requirements will need to be reviewed as part of the design process.

.6 A gender-neutral toilet room needs to be included at this facility to accommodate female staff members.

.7 Storage requirements will need to be verified during the design process. This is to include palletized storage.

.8 Deliverables are to include the following:

.1 Site and Floor Plans

.2 Project Budget

.3 Letter Report of Findings

2.2 Consultants

FGMA has included civil, mechanical, electrical, and plumbing engineering consultants in our proposal to assist with the scope of work required. No other consulting services have been required including environmental or geotechnical engineering services.

3.0 ARCHITECT'S COMPENSATION

The Village of Palatine shall compensate FGMA Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with the Design Services as described in Paragraphs 2.0 – 2.2 above we propose the following **Lump Sum Fees plus Reimbursable Expenses** as defined within this Proposal. Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense.

3.1.1 Phase I Building Evaluation and Design Services for Fire Station 82: $29,400.00

3.1.2 Phase I Building Evaluation and Design Services for Fire Station 85: $27,600.00

3.2 For any Additional Services authorized by the Owner beyond the scope of this Proposal, FGMA shall be compensated based on the hourly rates in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

Attachment: FGM Architects Proposal (Fire Stations 82 and 85 Remodeling Architectural and Engineering Services)

FGMARCHITECTS

3.3 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) Architect's actual direct cost of same, for the below items. **We recommend establishing a Reimbursable Allowance of $200**, which FGM shall not exceed without prior written approval of the Owner. Reimbursable Allowance includes costs for items 3.3.1 and 3.3.2 below.

3.3.1 Expense of postage and/or delivery.

3.3.2 Expense of printing

3.4 Payments shall be made monthly by the Owner to FGMA upon receipt of FGMA's invoice.

3.5 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.

3.6 Non-payment of invoices shall constitute grounds for discontinuing service.

3.7 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 4 months thereafter.

4.0 Form of Agreement

Contract Form: Upon review and approval of this proposal, FGMA and the Village of Palatine shall enter into a Contract using a mutually agreeable contract form for the services outlined in this proposal.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to the Village of Palatine for this project.

Sincerely,

FGM ARCHITECTS INC.

Raymond K. Lee | Principal
Phone: 630.574.8711
RayL@fgmarchitects.com

Andrew J. Jasek | Executive Vice President
Phone: 630.574.8709
AndyJ@fgmarchitects.com

Attachment: FGM Architects Proposal (Fire Stations 82 and 85 Remodeling Architectural and Engineering Services)

FGMARCHITECTS

HOURLY RATE SCHEDULE

Effective November 1, 2022*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects	
Principal	$270.00
Arch IV	$240.00
Arch III	$190.00
Arch II	$155.00
Arch I	$115.00
Interior Designer IV	$230.00
Interior Designer III	$185.00
Interior Designer II	$155.00
Interior Designer I	$110.00
Project Administrator	$110.00

Webster, McGrath and Ahlberg (Civil Engineering)	
Senior Engineer	$175.00
Landscape Architect	$175.00
Project Engineer	$140.00
Senior Land Surveyor	$185.00
Land Surveyor	$168.00

McCluskey Engineering Corporation (Structural Engineering)	
Principal Engineer	$175.00
Senior Engineer	$150.00
Engineer	$125.00
Drafting Supervisor	$117.00
Draftsman	$99.00

W-T Group LLC (MEPFP Engineering)	
Principal	$175.00
Project Manager	$150.00
Project Engineer	$135.00
CAD Technician	$100.00
Administrative	$75.00

*Hourly rates are subject to adjustment on November 1 each year.

Attachment: FGM Architects Proposal (Fire Stations 82 and 85 Remodeling Architectural and Engineering Services)

Consider a Motion Authorizing the Village Manger to Execute an Agreement for Lead and Galvanized Steel Water Service Line Replacement Design Engineering Services

BACKGROUND:
In 2022, the Village adopted a voluntary lead service line replacement program, which is considered one of the most inviting programs in the region as it covers the majority cost of those who voluntarily replace their lead service line. To date, we have had less than ten applicants in our program for our system of over 600 eligible water service lines. The replacements to date have been funded by a grant the Village received from the Northwest Water Commission.

The State is offering grant resources up to $4M per community through their revolving loan program for municipalities who would choose to accelerate the replacement of lead service lines ahead of their mandatory replacement deadline requiring replacements to start in 2027. The Village submitted an application last year and expects a response by the middle of this year.

In order to enhance our scoring in the additional grant application, we can become more competitive by advancing the engineering design of a general plan. Starting the design at this time helps our position for a State grant and prepares a design that we would need to create by 2027.

KEY ISSUES:
- A qualification-based selection process was followed to select Robinson Engineering for this project.
- Companion items will be forthcoming in March including a public hearing on our project plan (outside of the Village Council's typical meeting schedule but prior to March 10th) and an Ordinance on the March agenda for the Village Council which would advise of the potential project's conditions.
- The engineering costs would be fully funded by the existing available resources from the Northwest Water Commission Grant.
- Pre-final plans will be due to the state by the end of March to increase our scoring potential in the State Lead Service Line Grant.
- Partial replacement of the lead line from the water main to the home is prohibited unless the owner or occupant of the building does not cooperate in order to replace the entire line at that time.
- There is a broad permissive authority for municipalities to fund lead service line replacement by special service areas or special assessments should private participation be required in a locally controlled project.
- In the event the Village receives grant funding from the state, we will be required to not demand participation from properties worked on within the scope of the grant project.

ALTERNATIVES:
1. Authorize the Village Manager to execute the agreement with Robinson Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the agreement in a manner acceptable to the Village Attorney with Robinson Engineering for Lead Service Line Replacement Design Engineering Services in the not-to-exceed amount of $80,000.

BUDGET IMPACT:
Funds are available to accommodate this work from the Northwest Water Commission Grant. This engineering project would utilize only 20% of the available grant resources.

ACTION REQUIRED:
Motion to authorize the Village Manager to execute the agreement in a manner acceptable with Robinson Engineering of South Holland, Illinois for Lead Service Line Replacement Design Engineering Services in the not-to-exceed amount of $80,000.

ATTACHMENTS:

- Main Agreement
- Robinson Task Order Form

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

AGREEMENT BETWEEN THE VILLAGE OF PALATINE, IL AND ROBINSON ENGINEERING, LTD FOR GENERAL PROFESSIONAL SERVICES

This Agreement is between **Village of Palatine** (Owner) and **Robinson Engineering, Ltd.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;
5. Engineer's Compensation for Task Order; and
6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's

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Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable**.

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

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Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards**, using Engineer's then-current version of software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

1. design objectives and constraints;

2. space, capacity, and performance requirements;

3. flexibility and expandability needs;

4. design and construction standards;

5. budgetary limitations; and

Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

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6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

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F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Comments on the Engineer's standard contract forms, general conditions, standard specifications, special provisions, and related documents and content or Owner's standard contract forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements (if other than what is included in the Engineer's standard contract forms);

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

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1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor. Owner may authorize the Engineer to obtain or provide all or part of such additional services as Additional Services.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

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D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

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3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

   a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

   b. **Reserved.**

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **two (2) years** from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The four following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the four compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

a. **See Task Order for specific reimbursable expenses**

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus

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reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of then-current IDOT Overhead Rate for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (as of **January**) to reflect equitable changes in the compensation payable to Engineer.

D. Task Order Specific

1. A Task Order may include an alternate method of payment (for example – percentage of construction cost). The specifics of this alternate method of payment (if utilized) will be set forth in the specific Task Order.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

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1. Transportation (including mileage), lodging, and subsistence incidental thereto;
2. Providing and maintaining field office facilities including furnishings and utilities;
3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
4. Consultant charges; and
5. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.10.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of 1.10.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

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ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

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Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy (PDF-format) of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

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M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.

2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. such limited license to Owner shall not create any rights in third parties.

B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

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C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through a secure File Transfer Protocal (FTP) application.

1. Appendix F of the standard EJCEC E505 (2020) is not applicable to agreement unless specifically used in a subsequent Task Order.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, which includes Engineer's sample Certificate of Insurance.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and

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maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

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1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

   a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

   b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

   c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

   a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

   a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

   b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

   c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment

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due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an

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assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then the parties may exercise their rights at law (Appendix H of the standard EJCEC E505 (2020) is not applicable to agreement unless specifically used in a subsequent Task Order).

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **The State of Illinois / Cook County**.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of

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Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

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F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions included in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

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Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

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3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by

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the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

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32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the

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purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Exhibit A, Reserved.

B. Exhibit B, Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Exhibit D, Reserved.

E. Exhibit, Reserved.

F. Exhibit F, Reserved.

G. Exhibit G, Insurance.

H. Exhibit H, Reserved.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reserved

2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the EJCDC E-505 (2020) documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

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1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict

Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

This document is a MODIFIED version of EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

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This Main Agreement's Effective Date is **January 26, 2023**.

Owner:	Engineer:
Village of Palatine	Robinson Engineering, Ltd.
(name of organization)	(name of organization)
By:	By:
(individual's signature)	(individual's signature)
Date:	Date:
(date signed)	(date signed)
Name:	Name: Jonathon Zabrocki
(typed or printed)	(typed or printed)
Title:	Title: President
(typed or printed)	(typed or printed)

Attachment: Main Agreement (Lead Service Line Replacement Design Engineering Services)

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE® NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

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National Society of Professional Engineers

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Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

TASK ORDER NO. 1

This is Task Order No. **1**, consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**1/26/23**
b.	Owner:	**Village of Palatine**
c.	Engineer:	**Robinson Engineering, Ltd.**
d.	Specific Project (title)	**Lead Service Line Replacements**
e.	Specific Project (description):	**Design Engineering**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	Village of Palatine Lead Service Line Replacements Year 1
Type and Size of Facility:	Village wide/year 1 priority area.
Description of Improvements:	Full or partial replacement of lead or galvanized water service lines.

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Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

Expected Construction Start:	February 2024
Prior Studies, Reports, Plans:	IEPA SRF Project Plan
Facility Location(s):	Year 1 priority area
Current Specific Project Budget:	$4,000,000
Funding Sources:	IEPA SRF Lead Service Line Forgiveness
Known Design Standards:	IDOT Standards, IL Standard Specs for Water and Sewer, ANSI/AWWA Standard C810-17 – Replacement and Flushing of Lead Service Lines,
Known Specific Project Limitations:	Private and Full Replacements at known LSL/Galvanized addresses. Public side replacements to be determined by design.
Specific Project Assumptions:	
Other Pertinent Information:	

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

☒ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **more than 20 exploratory excavations or sampling events** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

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Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

5. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment
	N/A	

6. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Lead Service Line Replacement Year 1 Design	N/A	**N/A**
a. Study and Report Phase	$**40,000**	**Lump Sum**
b. Preliminary Design	$**10,000**	**Lump Sum**
c. Final Design	$**63,000**	**Lump Sum**
d. Bidding and Proposal	$**7,000**	**Lump Sum**
TOTAL COMPENSATION (items 1 and 2)	**$120,000**	

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

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7. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **To Be Determined**

8. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:	ENGINEER:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
	Engineer's License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

Name:	Name:
Title:	Title:
Address:	Address:
E-Mail Address:	E-Mail Address:
Phone:	Phone:
Date:	Date:

Attachment: Robinson Task Order Form (Lead Service Line Replacement Design Engineering Services)

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Consider a Motion to Approve 2023 Warrant #4

Village of Palatine
Warrant approval

_____
Village Clerk

_____
Mayor

Warrant # 4 having been approved by the Village Council on 02/20/2023 authorizes the Treasurer to deposit funds from the accounts indicated below:

		Check/ACH Disbursements	Electronic (EFT/W-T) Disbursements	Manual Checks	UB Refunds Processed	Fund Expense
General Fund	100	296,379.83	40,398.02	-	-	336,777.85
Federal Equitable Sharing Fund	221	13,554.95	-	-	-	13,554.95
State Equitable Sharing Fund	222	1,068.00	560.00	-	-	1,628.00
Capital Equipment Fund	401	5,752.27	-	-	-	5,752.27
Water Fund	605	714,225.65	1,351.11	-	-	715,576.76
Sewer Fund	610	9,993.11	254.12	-	-	10,247.23
Refuse Fund	615	124,050.76	263,496.84	-	24.12	387,571.72
Parking Fund	620	14,312.26	-	-	-	14,312.26
Liability Insurance Fund	702	6,193.79	-	-	-	6,193.79
Fleet Services Fund	710	39,346.45	1,362.34	-	-	40,708.79
Total Report		**1,224,877.07**	**307,422.43**	**-**	**24.12**	**1,532,323.62**

ATTACHMENTS:

- Warrant #4

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

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **1633 - 3M Company**									
9421051238	Reflective Sheeting Yellow 36in x 50 yd	Open		01/30/2023	03/01/2023	02/08/2023			864.74
			Vendor **1633 - 3M Company** Totals			Invoices	1		$864.74
Vendor **1553 - Acme Truck & Brake Supply**									
01_310846	Parts-T-381	Open		01/26/2023	02/25/2023	02/10/2023			16.55
			Vendor **1553 - Acme Truck & Brake Supply** Totals			Invoices	1		$16.55
Vendor **4853 - Advance Auto Parts**									
2376-1135714	Parts - STOCK	Open		01/23/2023	02/22/2023	01/20/2023			44.51
2376-1135719	Parts - T-409	Open		01/23/2023	02/22/2023	01/20/2023			8.25
2376-1137555	Parts - Stock	Open		01/31/2023	03/03/2023	02/10/2023			41.97
2376-1137882	Parts-Stock	Open		02/01/2023	03/03/2023	02/10/2023			13.28
			Vendor **4853 - Advance Auto Parts** Totals			Invoices	4		$108.01
Vendor **4771 - AEC Fire-Safety & Security Inc**									
266696	Parts -T-427	Open		02/01/2023	03/03/2023	02/10/2023			42.76
			Vendor **4771 - AEC Fire-Safety & Security Inc** Totals			Invoices	1		$42.76
Vendor **3960 - AED Professionals**									
95564	AED Electrode Pads - CSF	Open		02/03/2023	03/05/2023	02/14/2023			277.00
			Vendor **3960 - AED Professionals** Totals			Invoices	1		$277.00
Vendor **1759 - Air One Equipment, Inc.**									
189921	Hose Stenciling	Open		02/02/2023	03/01/2023	01/30/2023			340.00
			Vendor **1759 - Air One Equipment, Inc.** Totals			Invoices	1		$340.00
Vendor **2611 - Al Warren Oil Co**									
W1536293	Motor Fuel	Open		01/30/2023	03/01/2023	01/31/2023			23,256.85
			Vendor **2611 - Al Warren Oil Co** Totals			Invoices	1		$23,256.85
Vendor **3060 - Allegra Print & Imaging**									
100276	Smoke Alarm Pads	Open		02/03/2023	03/02/2023	02/06/2023			274.15
			Vendor **3060 - Allegra Print & Imaging** Totals			Invoices	1		$274.15
Vendor **5177 - American Malayalee Law Enforcement United, Inc**									
23-02-0101	2023 Membership Dues (Christudhas)	Open		02/01/2023	02/20/2023	02/14/2023			50.00
23-02-0102	2023 Membership Dues (R. George)	Open		02/01/2023	02/20/2023	02/14/2023			50.00
			Vendor **5177 - American Malayalee Law Enforcement United, Inc** Totals			Invoices	2		$100.00
Vendor **2491 - Anderson Pest Solutions**									

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
31391044	Pest Control Services February 2023-Fire Station 85	Open		02/05/2023	03/07/2023	02/08/2023			41.00
31391046	Pest Control Services February 2023-Fire Station 84	Open		02/05/2023	03/07/2023	02/08/2023			42.42
31391048	Pest Control Services February 2023-Fire Station 83	Open		02/05/2023	03/07/2023	02/08/2023			43.14
31391054	Pest Control Services February 2023-Fire Station 82	Open		02/05/2023	03/07/2023	02/08/2023			50.63
		Vendor **2491 - Anderson Pest Solutions** Totals				Invoices	4		$177.19
Vendor **3929 - ARIES Industries, Inc**									
419619	Televising Camera Tractor Repair	Open		01/27/2023	02/26/2023	02/14/2023			516.10
419620	Televising Camera Repair	Open		01/27/2023	02/26/2023	02/14/2023			7,522.69
		Vendor **3929 - ARIES Industries, Inc** Totals				Invoices	2		$8,038.79
Vendor **5021 - Arlington Heights Ford LLC**									
81277H	Parts-T-518	Open		01/20/2023	02/19/2023	02/10/2023			79.15
CM81277H	Credit Memo	Open		01/23/2023	02/22/2023	02/10/2023			(79.15)
81707H	Parts - T-409	Open		01/24/2023	02/23/2023	01/31/2023			22.31
81833H	Parts-T-518	Open		01/27/2023	02/26/2023	02/10/2023			16.15
81938H	Parts-T-473	Open		01/27/2023	02/26/2023	02/10/2023			16.48
82070H	Parts-T-518	Open		01/31/2023	03/02/2023	02/10/2023			12.89
CM81833H	Credit Memo	Open		01/31/2023	02/26/2023	02/10/2023			(16.15)
		Vendor **5021 - Arlington Heights Ford LLC** Totals				Invoices	7		$51.68
Vendor **1443 - Arlington Power Equipment**									
143825	Parts-PT-27	Open		01/17/2023	02/16/2023	02/10/2023			9.53
144158	Parts-PT-48 & PT-27	Open		01/23/2023	02/22/2023	02/10/2023			184.70
144245	Parts-PT-27	Open		01/24/2023	02/23/2023	02/10/2023			52.96
144424	Parts-PT-48	Open		01/26/2023	02/25/2023	02/10/2023			37.85
144428	Parts-PT-48	Open		01/26/2023	02/25/2023	02/10/2023			18.70
		Vendor **1443 - Arlington Power Equipment** Totals				Invoices	5		$303.74
Vendor **1819 - Auto Tech Centers Inc**									
INV095474	Parts - STOCK	Open		01/24/2023	02/23/2023	01/31/2023			654.84
		Vendor **1819 - Auto Tech Centers Inc** Totals				Invoices	1		$654.84
Vendor **2728 - Bornquist Inc**									
5542304	Boiler Repair Police HQ	Open		01/26/2023	02/25/2023	02/08/2023			2,208.90

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor **2728 - Bornquist Inc** Totals			Invoices	1		$2,208.90
Vendor **1492 - Bound Tree Medical LLC**									
84832688	SPO2 Sensors/OLAES Bandages	Open		01/20/2023	02/19/2023	02/06/2023			779.77
84834297	Stethoscopes	Open		01/23/2023	02/22/2023	02/06/2023			149.96
84846603	SPO2 Sensor	Open		02/02/2023	03/01/2023	02/09/2023			211.99
			Vendor **1492 - Bound Tree Medical LLC** Totals			Invoices	3		$1,141.72
Vendor **1857 - Brian Edward Landscaping Inc**									
24772	2023 Bridgeview West and Peregrine Lakes Snow and Ice Control	Open		01/23/2023	02/22/2023	01/30/2023			320.00
24773	2023 Snow and Ice Control-Train Station and Parking Deck	Open		01/23/2023	02/22/2023	01/30/2023			1,438.25
24774	2023 Snow and Ice Control-Downtown Areas	Open		01/23/2023	02/22/2023	01/30/2023			1,786.75
24775	2023 Snow and Ice Control-Police HQ	Open		01/23/2023	02/22/2023	01/30/2023			118.25
24776	2023 Bridgeview West and Peregrine Lakes Snow and Ice Control	Open		01/26/2023	02/25/2023	01/30/2023			680.00
24777	2023 Snow and Ice Control-Train Station and Parking Deck	Open		01/26/2023	02/25/2023	01/30/2023			2,648.25
24778	2023 Snow and Ice Control-Downtown Areas	Open		01/26/2023	02/25/2023	01/30/2023			6,318.75
24779	2023 Snow and Ice Control-Police HQ	Open		01/26/2023	02/25/2023	01/30/2023			285.75
24780	2023 Bridgeview West and Peregrine Lakes Snow and Ice Control	Open		01/30/2023	03/01/2023	02/08/2023			680.00
24781	2023 Snow and Ice Control-Train Station and Parking Deck	Open		01/30/2023	03/01/2023	02/08/2023			2,530.00
24782	2023 Snow and Ice Control-Downtown Areas	Open		01/30/2023	03/01/2023	02/08/2023			8,265.25
24783	2023 Snow and Ice Control-Police HQ	Open		01/30/2023	03/01/2023	02/08/2023			420.25
24784	2023 Snow and Ice Control-Arterial Sidewalks	Open		01/30/2023	03/01/2023	02/08/2023			2,890.00
			Vendor **1857 - Brian Edward Landscaping Inc** Totals			Invoices	13		$28,381.50
Vendor **2243 - Bristol Hose & Fitting**									
3506796	Parts-Stock	Open		01/31/2023	03/02/2023	02/10/2023			614.40

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
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VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor **2243 - Bristol Hose & Fitting** Totals			Invoices	1		$614.40
Vendor **5218 - Casey Automotive**									
30541002	Repairs & Maintenance - T-407	Open		01/13/2023	02/12/2023	02/02/2023			558.26
30541024	Repairs & Maintenance - C-375	Open		01/13/2023	02/12/2023	02/02/2023			104.93
30541127	Repairs & Maintenance - C-342	Open		01/18/2023	02/17/2023	02/02/2023			925.51
30541193	Repairs & Maintenance - T-403	Open		01/19/2023	02/18/2023	02/02/2023			617.69
30541309	Repairs & Maintenance - T-421	Open		01/24/2023	02/23/2023	02/02/2023			58.02
30541647	Repairs & Maintenance - C-368	Open		02/02/2023	03/04/2023	02/02/2023			411.58
30541671	Repairs & Maintenance - T-359	Open		02/03/2023	03/05/2023	02/02/2023			1,579.23
30541674	Repairs & Maintenance - T-515	Open		02/03/2023	03/05/2023	02/02/2023			91.93
30541734	Repairs & Maintenance - T-359	Open		02/04/2023	03/06/2023	02/02/2023			30.95
			Vendor **5218 - Casey Automotive** Totals			Invoices	9		$4,378.10
Vendor **1576 - CC Cartage Excavating**									
9712	Wash Stone & Delivery-WMB Restoration	Open		01/23/2023	02/22/2023	02/14/2023			1,740.00
			Vendor **1576 - CC Cartage Excavating** Totals			Invoices	1		$1,740.00
Vendor **2453 - CDS Office Technologies**									
INV1511138	Copier Usage	Open		01/31/2023	03/02/2023	02/06/2023			667.08
INV1510174	Antennas	Open		01/30/2023	02/28/2023	02/07/2023			545.04
			Vendor **2453 - CDS Office Technologies** Totals			Invoices	2		$1,212.12
Vendor **2555 - Chicago Parts & Sound**									
1-0331652	Parts - STOCK	Open		01/23/2023	02/22/2023	01/31/2023			64.80
1-0331961	Parts - STOCK	Open		01/24/2023	02/23/2023	01/31/2023			53.16
			Vendor **2555 - Chicago Parts & Sound** Totals			Invoices	2		$117.96
Vendor **3050 - Cintas #22**									
4144857405	Uniform Cleaning	Open		01/27/2023	02/26/2023	01/20/2023			198.22
4145553999	Uniform Cleaning	Open		02/03/2023	03/05/2023	02/06/2023			135.20
			Vendor **3050 - Cintas #22** Totals			Invoices	2		$333.42
Vendor **1762 - City Of Rolling Meadows**									
20230032	2022 Station Operation and Maintenance	Open		01/30/2023	03/01/2023	12/31/2022			1,073.00

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		Vendor **1762 - City Of Rolling Meadows** Totals				Invoices	1		$1,073.00
Vendor **4199 - Clark Baird Smith LLP**									
16432	2023 Clark Smith LLP - January 2023 (legal services rendered)	Open		01/31/2023	02/07/2023	02/07/2023			5,246.25
		Vendor **4199 - Clark Baird Smith LLP** Totals				Invoices	1		$5,246.25
Vendor **4694 - CMS Communications Inc**									
2300642-IN	Phone System Maintenance	Open		02/03/2023	03/06/2023	02/06/2023			13,955.00
		Vendor **4694 - CMS Communications Inc** Totals				Invoices	1		$13,955.00
Vendor **1488 - CNS Tire Supply**									
26631	Parts - STOCK	Open		01/24/2023	02/23/2023	01/27/2023			525.40
26633	Parts - C-366	Open		01/24/2023	02/23/2023	01/31/2023			222.00
		Vendor **1488 - CNS Tire Supply** Totals				Invoices	2		$747.40
Vendor **3033 - Comcast Cable**									
PW 01-23 C	Backup Internet Connections	Open		01/24/2023	02/21/2023	02/06/2023			6.32
CC 01-23 C	Backup Internet Connections	Open		01/25/2023	02/22/2023	02/06/2023			59.70
PW 02-23 A	Backup Internet Connections	Open		02/02/2023	03/02/2023	02/06/2023			326.02
PD23-FEB	Monthly Service Charge (02/11/23 - 03/10/23)	Open		02/04/2023	03/04/2023	02/14/2023			18.99
		Vendor **3033 - Comcast Cable** Totals				Invoices	4		$411.03
Vendor **2980 - Commonwealth Edison**									
1576144012 1/23	Electricity - Dundee Rd and Park Place Traffic Signal	Open		01/18/2023	02/02/2023	02/08/2023			59.94
		Vendor **2980 - Commonwealth Edison** Totals				Invoices	1		$59.94
Vendor **5162 - Conduent Business Services, LLC**									
1668122	Red Light Camera Vendor Fees (December)	Open		01/23/2023	02/22/2023	12/31/2022			3,432.30
		Vendor **5162 - Conduent Business Services, LLC** Totals				Invoices	1		$3,432.30
Vendor **3706 - Constellation NewEnergy Inc**									
64318971601	Electricity-1199 W. Northwest Highway Countryside Pump Station	Open		01/13/2023	02/12/2023	02/08/2023			1,832.68
64319079701	Electricity-700 N. North Court RT/25 Street Lighting	Open		01/13/2023	02/12/2023	02/08/2023			64.34
64318972001	Electricity-884 E. Lilly Lane Rose and Lilly Lift Station	Open		01/17/2023	02/16/2023	02/08/2023			297.84
64329654001	Electricity-0 W. Rohlwing Road RT/25 Street Lighting	Open		01/17/2023	02/16/2023	02/08/2023			102.74

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64329666201	Electricity-2175 N. Coach Road Long Grove Pump Station	Open		01/17/2023	02/16/2023	02/08/2023			104.76
64329708801	Electricity-2399 N. Dee Lane Deer Park Booster Station	Open		01/17/2023	02/16/2023	02/08/2023			163.37
64329714401	Electricity-2175 N. Coach Road Long Grove Well 15	Open		01/17/2023	02/16/2023	02/08/2023			40.61
64329785101	Electricity-0 Haleyshill Court Dunhaven Woods Lift Station	Open		01/17/2023	02/16/2023	02/08/2023			122.57
64352582101	Electricity-803 W. Panorama Drive Deer Grove Lift Station	Open		01/18/2023	02/17/2023	02/08/2023			112.37
64352602101	Electricity-1381 N. Rohlwing Road North Supply Pump Station	Open		01/18/2023	02/17/2023	02/08/2023			2,452.94
64352623601	Electricity-137 W. Wood Street Unit 2 Train Station	Open		01/18/2023	02/17/2023	02/08/2023			224.54
64352628001	Electricity-137 W. Wood Street Unit 1 Parking Lot Lights	Open		01/18/2023	02/17/2023	02/08/2023			379.66
64352631701	Electricity-137 W. Wood Street Unit 3 Conscious Cup	Open		01/18/2023	02/17/2023	02/08/2023			185.99
64352678801	Electricity-1501 N. Hicks Road Hicks and Dundee Pump Station	Open		01/18/2023	02/17/2023	02/08/2023			457.22
64352683001	Electricity-550 N. Smith Street Well 7 Pump Station	Open		01/18/2023	02/17/2023	02/08/2023			416.44
64352687001	Electricity-Heron Drive Well 10 Pump Station	Open		01/18/2023	02/17/2023	02/08/2023			3,748.27
64352708101	Electricity-429 N. Hicks Road Holiday Lighting	Open		01/18/2023	02/17/2023	02/08/2023			19.25
64352742901	Electricity-1484 N. Oak Street Pepper Tree Lift Station	Open		01/18/2023	02/17/2023	02/08/2023			262.06
64352760201	Electricity-1465 E. Evergreen Drive Randville Lift Station	Open		01/18/2023	02/17/2023	02/08/2023			692.57
64352775501	Electricity-251 W. Colfax Street Parking Deck	Open		01/18/2023	02/17/2023	02/08/2023			2,464.15
64352804001	Electricity-1 N. Plum Grove Rd. Rotary Plaza Sign	Open		01/18/2023	02/17/2023	02/08/2023			36.49
64352819601	Electricity-150 W. Wilson St. Clu Building	Open		01/18/2023	02/17/2023	02/08/2023			468.90
64352823501	Electricity-0 N. Hicks Pl./1 W. Northwest Hwy. Holiday Lighting	Open		01/18/2023	02/17/2023	02/08/2023			60.29
64357597501	Electricity-50 N. Brockway Street Parking Lot Lighting	Open		01/19/2023	02/18/2023	02/08/2023			57.92

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64357600201	Electricity-560 S. Hale Street Storm Water Lift Station	Open		01/19/2023	02/18/2023	02/08/2023			44.45
64357606301	Electricity-519 S. Consumers Ave Arlington Crest Lift Station	Open		01/19/2023	02/18/2023	02/08/2023			100.15
64357612501	Electricity-0 Kenilworth and Elizabeth Winston Tank	Open		01/19/2023	02/18/2023	02/08/2023			42.33
64357623901	Electricity-1830 N. Baldwin Road Kasuba Lift Station	Open		01/19/2023	02/18/2023	02/08/2023			734.52
64357624101	Electricity-0 N. Smith Street Union Pacific Box	Open		01/19/2023	02/18/2023	02/08/2023			168.96
64357636601	Electricity-0 Benton and Wilmette Wilmette Lift Station	Open		01/19/2023	02/18/2023	02/08/2023			45.74
64357659001	Electricity-0 N. Smith St/King George Ct RT/23 Street Lighting	Open		01/20/2023	02/19/2023	02/08/2023			5,795.92
64357660201	Electricity-O N. Smith St/1 N. Cherrywood Dr. Street Lighting	Open		01/23/2023	02/22/2023	02/08/2023			4,009.26
64379036801	Electricity-0 Harper Well 6	Open		01/23/2023	02/22/2023	02/08/2023			458.17
64379048401	Electricity-914 W. Lukas Avenue Square D Lift Station	Open		01/23/2023	02/22/2023	02/08/2023			82.21
64379050701	Electricity-826 W. Exner Court Pond Aerator	Open		01/23/2023	02/22/2023	02/08/2023			29.90
64379051101	Electricity-1100 W. Illinois Av. Well 5	Open		01/23/2023	02/22/2023	02/08/2023			862.68
64379051601	Electricity-149 W. Michigan Avenue South Supply Pump Station	Open		01/23/2023	02/22/2023	02/08/2023			3,732.10
64379054301	Electricity-1525-35 S. Roselle Road Shires Lift Station	Open		01/23/2023	02/22/2023	02/08/2023			395.66
64379072001	Electricity-1279 W. Palatine Road Entrance Sign	Open		01/23/2023	02/22/2023	02/08/2023			5.45
64357641301	Electricity-Palatine and Oak Street Lighting	Open		01/24/2023	02/23/2023	02/08/2023			75.53
64357656501	Electricity-Palatine and Bothwell Street Lighting	Open		01/24/2023	02/23/2023	02/08/2023			164.58
64357668801	Electricity-251 Street RT/25 Parking Lot Lighting	Open		01/24/2023	02/23/2023	02/08/2023			10.18
64357601501	Electricity-47 W. Slade Street RT/25 Street Lighting	Open		01/26/2023	02/25/2023	02/08/2023			104.19
	Vendor **3706 - Constellation NewEnergy Inc** Totals					Invoices	43		$31,629.95

Vendor **2605 - Contech-MSI Co**

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187597	Annual Dry Valve Test-Fire Station 83	Open		12/21/2022	02/15/2023	12/31/2022			795.00
188072	Annual Dry Valve Test-137 W. Wood St	Open		01/06/2023	02/05/2023	12/31/2022			605.00
			Vendor **2605 - Contech-MSI Co** Totals			Invoices	2		$1,400.00
Vendor **2981 - Continental Weather Service**									
194958	Monthly Weather Forecasting-February 2023	Open		02/01/2023	03/03/2023	02/08/2023			150.00
			Vendor **2981 - Continental Weather Service** Totals			Invoices	1		$150.00
Vendor **2773 - Core & Main LP**									
S146947	6'Serv Box Tapt 2"; 7'0" Curb Box Key; 1-1/2 CB Lid W/ Plug	Open		01/19/2023	02/18/2023	02/14/2023			1,015.40
S147072	Meters-520M S/Point M2 TC SP HR & LD	Open		01/19/2023	02/18/2023	02/14/2023			580.00
S225809	hose, strain, coupling	Open		01/19/2023	02/18/2023	02/14/2023			263.00
S267135	Strt Ball Curb Cts, 6x20 Rep Clp; 8x20 Rep Clp; blk Mi Bush	Open		01/26/2023	02/25/2023	02/14/2023			1,468.78
S294060	Couplings	Open		01/31/2023	03/02/2023	02/14/2023			177.00
			Vendor **2773 - Core & Main LP** Totals			Invoices	5		$3,504.18
Vendor **4918 - DACRA Tech LLC**									
DT 2023-01-26	Municipal Enforcement Software Monthly Service Fee (Jan)	Open		01/31/2023	01/31/2023	02/14/2023			2,294.00
			Vendor **4918 - DACRA Tech LLC** Totals			Invoices	1		$2,294.00
Vendor **1929 - Delta Sonic Car Wash Systems**									
INV-0002785	Car Wash	Open		01/27/2023	02/26/2023	02/02/2023			238.82
			Vendor **1929 - Delta Sonic Car Wash Systems** Totals			Invoices	1		$238.82
Vendor **1096 - Display Sales**									
INV-035029	Fall BC Banners and Hardware	Open		01/31/2023	03/02/2023	02/06/2023			577.00
			Vendor **1096 - Display Sales** Totals			Invoices	1		$577.00
Vendor **4781 - Document Imaging Services, LLC**									
2685	FD Printers	Open		01/26/2023	02/25/2023	01/31/2023			3,364.94
			Vendor **4781 - Document Imaging Services, LLC** Totals			Invoices	1		$3,364.94
Vendor **1728 - Doland Engineering, LLC**									
23-10137	January 2023 Engineering Plan Review Services	Open		01/31/2023	03/02/2023	02/15/2023			637.50

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23-10159	January 2023 Site Development Permit Inspection Fees	Open		01/31/2023	03/02/2023	02/15/2023			846.00
		Vendor **1728 - Doland Engineering, LLC** Totals				Invoices	2		$1,483.50
Vendor **2786 - EJ Equipment Inc**									
P08687	Parts-T-454	Open		01/26/2023	02/25/2023	02/10/2023			409.61
		Vendor **2786 - EJ Equipment Inc** Totals				Invoices	1		$409.61
Vendor **5089 - Empire Printing, LLC**									
49678	Public Works Coordinator and Management 1/4 Zip Sweatshirts	Open		01/23/2023	02/22/2023	02/15/2023			657.62
		Vendor **5089 - Empire Printing, LLC** Totals				Invoices	1		$657.62
Vendor **1535 - Equipment Management Company**									
61812	Tool Repair	Open		02/03/2023	03/02/2023	02/07/2023			340.50
		Vendor **1535 - Equipment Management Company** Totals				Invoices	1		$340.50
Vendor **2438 - Federal Express**									
8-018-32519	Shipping Charges	Open		01/25/2023	02/24/2023	02/06/2023			18.03
		Vendor **2438 - Federal Express** Totals				Invoices	1		$18.03
Vendor **3182 - Chad D Felde**									
2023-00000119	Special Carriers & Riggers Assoc Conference in FL	Open		02/01/2023	02/20/2023	02/14/2023			160.00
		Vendor **3182 - Chad D Felde** Totals				Invoices	1		$160.00
Vendor **2195 - FMP**									
50-4312715	Parts - PT-999	Open		01/23/2023	02/22/2023	01/27/2023			39.56
50-4312731	Parts -Stock	Open		01/23/2023	02/22/2023	01/31/2023			31.14
162-134513	Parts -Stock	Open		01/24/2023	02/23/2023	01/31/2023			88.74
50-4317493	Parts - STOCK	Open		01/25/2023	02/24/2023	02/02/2023			105.30
50-4325147	Parts - STOCK	Open		01/31/2023	03/02/2023	02/02/2023			649.50
		Vendor **2195 - FMP** Totals				Invoices	5		$914.24
Vendor **1621 - Fox Valley Fire & Safety**									
IN00577764	Extinguisher Service	Open		02/03/2023	03/02/2023	01/30/2023			365.45
IN00577765	Extinguisher Service	Open		02/03/2023	03/02/2023	01/30/2023			50.00
IN00577766	Extinguisher Service	Open		02/03/2023	03/02/2023	01/30/2023			57.75
IN00577767	Extinguisher Service	Open		02/03/2023	03/02/2023	01/30/2023			50.00
		Vendor **1621 - Fox Valley Fire & Safety** Totals				Invoices	4		$523.20
Vendor **5073 - FulLife Safety LLC**									
67982	Jacket & Bib Overalls-Cvetan	Open		01/31/2023	03/02/2023	02/14/2023			170.00

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67983	Parts-Stock	Open		02/06/2023	03/05/2023	02/10/2023			320.60
			Vendor **5073 - FulLife Safety LLC** Totals			Invoices	2		$490.60
Vendor **3928 - Robert Garcia**									
2023 Shoe-RG	2023 shoe reimbursement - Robert Garcia	Open		02/20/2023	02/15/2023	02/15/2023			140.25
			Vendor **3928 - Robert Garcia** Totals			Invoices	1		$140.25
Vendor **2281 - Grainger**									
9570735986	Parts - T-468 & T-470	Open		01/12/2023	02/11/2023	02/02/2023			622.29
			Vendor **2281 - Grainger** Totals			Invoices	1		$622.29
Vendor **4753 - Granicus Llc**									
161346	Civic Streaming & Agenda & Minutes Renewal	Open		02/01/2023	03/03/2023	01/31/2023			1,540.00
			Vendor **4753 - Granicus Llc** Totals			Invoices	1		$1,540.00
Vendor **5145 - Granite Telecommunications, LLC**									
590910424	POT Lines	Open		02/01/2023	03/01/2023	02/10/2023			409.82
			Vendor **5145 - Granite Telecommunications, LLC** Totals			Invoices	1		$409.82
Vendor **1638 - H & H Electric Co.**									
40652	Ground Fault Repair-Roselle Rd and Algonquin Road	Open		12/31/2022	02/15/2023	12/31/2022			1,530.49
			Vendor **1638 - H & H Electric Co.** Totals			Invoices	1		$1,530.49
Vendor **2989 - Huerta Bros**									
45778	Snow and Ice Removal-Fawn Lane	Open		01/28/2023	02/27/2023	01/30/2023			1,700.00
			Vendor **2989 - Huerta Bros** Totals			Invoices	1		$1,700.00
Vendor **1850 - IACP-Illinois**									
10965	2023 Annual Membership Renewal (Nord)	Open		01/01/2023	02/01/2023	02/14/2023			125.00
			Vendor **1850 - IACP-Illinois** Totals			Invoices	1		$125.00
Vendor **2563 - IAPEM**									
58184	2023 Membership Dues (Semro)	Open		01/09/2023	02/28/2023	01/16/2023			35.00
			Vendor **2563 - IAPEM** Totals			Invoices	1		$35.00
Vendor **2822 - Illinois Secretary Of State**									
PWVM 2023 T-519	Vehicle Title Registration T-519	Open		01/01/2023	01/31/2023	02/02/2023			163.00
PWVM 2024 T-209	License Plate Renewal T-209	Open		02/01/2023	03/03/2023	02/02/2023			151.00
PWVM 2024 T-359	License Plate Renewal T-359	Open		02/01/2023	03/03/2023	02/02/2023			151.00

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PWVM 2024 T-400	License Plate Renewal T-400	Open		02/01/2023	03/03/2023	02/02/2023			171.00
			Vendor **2822 - Illinois Secretary Of State** Totals			Invoices	4		$636.00
Vendor **1596 - Imaging Essentials, Inc**									
CONTINV002863	Kip Replacement Plotter / Scanner	Open		02/02/2023	03/04/2023	02/10/2023			622.00
CONTINV002864	Kip Replacement Plotter / Scanner	Open		02/02/2023	03/04/2023	02/10/2023			622.00
			Vendor **1596 - Imaging Essentials, Inc** Totals			Invoices	2		$1,244.00
Vendor **4723 - Industrial Systems Ltd**									
24312	Liquid Deicing Chemicals	Open		01/25/2023	02/24/2023	01/30/2023			4,301.00
			Vendor **4723 - Industrial Systems Ltd** Totals			Invoices	1		$4,301.00
Vendor **2695 - JG Uniforms Inc**									
109572	Misc Uniform/Vest Carriers/Equipment Items (Mazzeo)	Open		01/24/2023	02/23/2023	02/14/2023			10.00
109573	Misc Uniform/Vest Carriers/Equipment Items (Mazzeo)	Open		01/24/2023	02/23/2023	02/14/2023			240.00
			Vendor **2695 - JG Uniforms Inc** Totals			Invoices	2		$250.00
Vendor **3301 - JnR Safety Inc**									
1826	Replacement CPR-D Padz for AED	Open		01/28/2023	02/27/2023	02/14/2023			1,344.00
			Vendor **3301 - JnR Safety Inc** Totals			Invoices	1		$1,344.00
Vendor **3869 - John Nelson Architect Inc**									
JN2/6/23	Plan Review / Consultation Services 1/25/23 - 2/3/23	Open		02/06/2023	02/15/2023	02/15/2023			725.00
			Vendor **3869 - John Nelson Architect Inc** Totals			Invoices	1		$725.00
Vendor **3357 - KONE Inc**									
1158471901	Service Call-251 W. Colfax St Tower 2	Open		01/24/2023	02/23/2023	02/08/2023			356.10
1158471903	Service Call-251 W. Colfax St Tower 3	Open		01/24/2023	02/23/2023	02/08/2023			468.86
			Vendor **3357 - KONE Inc** Totals			Invoices	2		$824.96
Vendor **4345 - Liftoff Llc**									
6975add22	OneDrive Licenses	Open		02/02/2023	03/01/2023	01/30/2023			352.00
			Vendor **4345 - Liftoff Llc** Totals			Invoices	1		$352.00
Vendor **4975 - Liquidity Services Operations LLC**									
269-012023	Auction Fees	Open		01/31/2023	03/02/2023	02/07/2023			57.03

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **4975 - Liquidity Services Operations LLC** Totals				Invoices	1		$57.03
Vendor **2641 - Lyons Electric Company, Inc**									
16248	Additional Repairs-Illinois Ave and Plum Grove Road	Open		01/27/2023	02/26/2023	12/31/2022			343.50
16358	MMU Replacement at Illinois Ave and Plum Grove Rd	Open		01/27/2023	02/26/2023	02/08/2023			2,784.94
18497	Monthly Traffic Signal Maintenance-January 2023	Open		01/31/2023	03/02/2023	02/08/2023			940.00
		Vendor **2641 - Lyons Electric Company, Inc** Totals				Invoices	3		$4,068.44
Vendor **2995 - M & B Landscaping Co.**									
PD-329	2023 Parking Deck Snow & Ice Control Services	Open		01/28/2023	02/27/2023	02/08/2023			1,257.50
PD-330	2023 Parking Deck Snow & Ice Control Services	Open		01/31/2023	03/02/2023	02/08/2023			1,585.00
		Vendor **2995 - M & B Landscaping Co.** Totals				Invoices	2		$2,842.50
Vendor **4780 - Marsh USA, Inc**									
349583097460	Underground Storage Tank Policy Premium	Open		11/01/2022	12/31/2022	12/31/2022			6,193.79
		Vendor **4780 - Marsh USA, Inc** Totals				Invoices	1		$6,193.79
Vendor **2756 - Mc Master Carr Supply Co.**									
87286769	Nozzle, Hose and Reducing Adapter	Open		10/28/2022	02/10/2023	12/31/2022			244.69
		Vendor **2756 - Mc Master Carr Supply Co.** Totals				Invoices	1		$244.69
Vendor **2738 - Meade, Inc**									
703421	EVP Repairs-Palatine at Northwest Highway	Open		01/23/2023	02/22/2023	01/25/2023			1,378.00
703422	EVP Repairs-Dundee Rd at Smith St	Open		01/23/2023	02/22/2023	01/25/2023			416.00
703423	EVP Repairs-Rand Rd at Dundee Rd	Open		01/23/2023	02/22/2023	01/25/2023			473.00
		Vendor **2738 - Meade, Inc** Totals				Invoices	3		$2,267.00
Vendor **4600 - Meridian IT Inc**									
527783	Reporting and Support Services: Commvault Licenses	Open		02/01/2023	03/01/2023	02/10/2023			539.15
		Vendor **4600 - Meridian IT Inc** Totals				Invoices	1		$539.15
Vendor **5164 - Midwest Power Industry, Inc**									
1021	South Supply Generator Repair G-009	Open		01/30/2023	03/01/2023	01/23/2023			2,309.29
		Vendor **5164 - Midwest Power Industry, Inc** Totals				Invoices	1		$2,309.29

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Vendor **2421 - Mikes Towing/Auto & Truck Repair**									
1070776	Safety Lane - T374 & T425	Open		01/20/2023	02/19/2023	02/13/2023			72.00
1070832	Safety Lane - T395, T379 & T451	Open		01/31/2023	03/02/2023	02/13/2023			126.00
1070861	Safety Lane - T423, T461, T469	Open		02/03/2023	03/05/2023	02/13/2023			126.00
			Vendor **2421 - Mikes Towing/Auto & Truck Repair** Totals			Invoices	3		$324.00
Vendor **4934 - Mindsight**									
INV9513	Cisco Smartnet Renewal	Open		02/08/2023	03/07/2023	02/09/2023			4,200.00
			Vendor **4934 - Mindsight** Totals			Invoices	1		$4,200.00
Vendor **1856 - Monroe Truck Equipment**									
5481310	Parts - T-425	Open		01/26/2023	02/25/2023	02/13/2023			42.20
5481701	Parts - STOCK	Open		02/02/2023	03/04/2023	02/13/2023			670.16
			Vendor **1856 - Monroe Truck Equipment** Totals			Invoices	2		$712.36
Vendor **2724 - Morton Salt Inc**									
5402748764	2023 Rock Salt	Open		01/31/2023	03/02/2023	02/15/2023			44,736.66
5402750462	2023 Rock Salt	Open		02/01/2023	03/03/2023	02/15/2023			33,368.72
			Vendor **2724 - Morton Salt Inc** Totals			Invoices	2		$78,105.38
Vendor **5118 - Municipal GIS Partners, Inc**									
6948	Jan GIS Staffing	Open		02/10/2023	02/10/2023	02/10/2023			18,540.00
			Vendor **5118 - Municipal GIS Partners, Inc** Totals			Invoices	1		$18,540.00
Vendor **5099 - NAPA Auto Parts**									
389745	Super HC IND V-Belt	Open		02/03/2023	03/05/2023	02/14/2023			13.67
387361	Credit Memo	Open		01/04/2023	02/26/2023	02/13/2023			(18.00)
388645	Credit Memo	Open		01/20/2023	02/26/2023	02/13/2023			(22.29)
388900	Parts - STOCK	Open		01/24/2023	02/23/2023	01/31/2023			22.62
388978	Parts - C-366	Open		01/25/2023	02/24/2023	01/31/2023			6.01
388979	Parts - C-366	Open		01/25/2023	02/24/2023	01/31/2023			22.48
389128	Parts - STOCK	Open		01/27/2023	02/26/2023	02/13/2023			8.00
389135	Parts - STOCK	Open		01/27/2023	02/26/2023	02/13/2023			177.15
389275	Parts - STOCK	Open		01/30/2023	03/01/2023	02/13/2023			6.31
389509	Parts - STOCK	Open		02/01/2023	03/03/2023	02/13/2023			19.32
389563	Parts - T-393	Open		02/01/2023	03/03/2023	02/13/2023			193.25
			Vendor **5099 - NAPA Auto Parts** Totals			Invoices	11		$428.52
Vendor **2253 - Nature's Select**									
11140	Food for K-9 "Jax" (Wagner)	Open		02/03/2023	02/23/2023	02/14/2023			69.43
11141	Food for K-9 "Hondo" (Contreras)	Open		02/03/2023	02/23/2023	02/14/2023			78.85

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11157	Food for K-9 "Jax" (Wagner)	Open		02/14/2023	03/06/2023	02/14/2023			69.43
			Vendor **2253 - Nature's Select** Totals			Invoices	3		$217.71
Vendor **2616 - Nicor Gas**									
49923400003-1/23	Natural Gas-148 W. Illinois Ave Combined Service Facility	Open		01/18/2023	03/07/2023	02/10/2023			8,227.25
37917400006-1/23	Natural Gas-914 W. Lukas Avenue Square D Lift Station	Open		01/19/2023	03/07/2023	02/10/2023			54.59
93126652572-1/23	Natural Gas-150 W. Wilson Street Clu Building	Open		01/19/2023	03/07/2023	02/10/2023			1,456.70
55424779829-1/23	Natural Gas-1545-47 Shires Court Lift Station	Open		01/20/2023	03/07/2023	02/10/2023			52.85
			Vendor **2616 - Nicor Gas** Totals			Invoices	4		$9,791.39
Vendor **1753 - North East Multi-Regional Trng.**									
313729	2023 Membership Fees (01/01/23 - 01/01/24)	Open		01/01/2023	03/01/2023	02/14/2023			10,260.00
			Vendor **1753 - North East Multi-Regional Trng.** Totals			Invoices	1		$10,260.00
Vendor **2432 - Northern Ill Police Alarm System**									
14705	Language Line Usage (December)	Open		01/25/2023	02/24/2023	12/31/2022			34.60
			Vendor **2432 - Northern Ill Police Alarm System** Totals			Invoices	1		$34.60
Vendor **1414 - Northwest Central 911 System**									
1472	Radio Repair	Open		01/22/2023	02/21/2023	01/30/2023			423.98
			Vendor **1414 - Northwest Central 911 System** Totals			Invoices	1		$423.98
Vendor **1413 - Northwest Central Dispatch Syst**									
9379	Monthly Member Assessment for PD & FD (March)	Open		02/01/2023	03/03/2023	02/14/2023			40,991.81
			Vendor **1413 - Northwest Central Dispatch Syst** Totals			Invoices	1		$40,991.81
Vendor **3002 - Northwest Community Hospital-OEHS**									
29684	2023 Services Other (NCH-O&EH) PD new hire (JC) Physical Exam	Open		02/01/2023	02/14/2023	02/14/2023			465.00
29680	Physicals	Open		02/01/2023	03/01/2023	02/10/2023			493.00
			Vendor **3002 - Northwest Community Hospital-OEHS** Totals			Invoices	2		$958.00
Vendor **1292 - Northwest Water Commission**									
PALQRTLY0223	Quarterly Payment 02/2023	Open		01/31/2023	02/28/2023	02/01/2023			662,268.60
			Vendor **1292 - Northwest Water Commission** Totals			Invoices	1		$662,268.60
Vendor **3078 - NSACP**									

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2023-00000120	2023 Annual Membership Dues x 3 (Nord, Baker, Calanca)	Open		01/15/2023	02/15/2023	02/14/2023			600.00
			Vendor **3078 - NSACP** Totals			Invoices	1		$600.00
Vendor **5203 - ODP Business Solutions, LLC**									
25156420	Office Supplies - General Comm Develop	Open		01/31/2023	03/02/2023	02/15/2023			162.38
			Vendor **5203 - ODP Business Solutions, LLC** Totals			Invoices	1		$162.38
Vendor **1214 - On Time Embroidery Inc.**									
108556	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			165.00
108557	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			95.00
108628	clothing	Open		02/02/2023	03/01/2023	02/06/2023			202.00
108691	clothing	Open		02/02/2023	03/01/2023	02/06/2023			142.00
108773	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			219.00
108776	clothing	Open		02/02/2023	03/01/2023	02/06/2023			247.00
108777	clothing	Open		02/02/2023	03/01/2023	02/06/2023			195.00
108789	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			105.00
109034	clothing	Open		02/02/2023	03/01/2023	02/06/2023			154.00
109069	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			19.00
109666	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			41.00
109667	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			204.00
109668	Clothing	Open		02/02/2023	03/01/2023	02/06/2023			111.00
			Vendor **1214 - On Time Embroidery Inc.** Totals			Invoices	13		$1,899.00
Vendor **5151 - Pace Analytical Services, LLC**									
I9544893	Water Sample Testing	Open		01/31/2023	03/02/2023	02/14/2023			2,012.90
			Vendor **5151 - Pace Analytical Services, LLC** Totals			Invoices	1		$2,012.90
Vendor **2572 - Paddock Publications, Inc**									
240585	Legal Notice 4593923 Street Resurfacing	Open		01/27/2023	02/20/2023	01/27/2023			140.40
240969	Legal Notice 4594320 DPW-2715 RFQ	Open		01/29/2023	02/20/2023	01/27/2023			237.60
242200	Legal Notice 4594634, 4594635, 4594636	Open		02/06/2023	03/06/2023	01/27/2023			180.90
			Vendor **2572 - Paddock Publications, Inc** Totals			Invoices	3		$558.90
Vendor **1276 - Pirtek O'Hare**									
OH-T00022346	Parts-E-221	Open		01/27/2023	02/26/2023	02/10/2023			379.25
			Vendor **1276 - Pirtek O'Hare** Totals			Invoices	1		$379.25
Vendor **1544 - PVP Communications**									

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21120	Motorcycle Helmets Cell Phone Interface Kits	Open		12/20/2022	02/20/2023	12/31/2022			1,068.00
			Vendor **1544 - PVP Communications** Totals			Invoices	1		$1,068.00
Vendor **5266 - Red Oak Tree Services Inc**									
INV0108	Tree Removals-202 N. Hale St and 56 E. Palatine Rd	Open		01/27/2023	02/26/2023	01/31/2023			2,900.00
			Vendor **5266 - Red Oak Tree Services Inc** Totals			Invoices	1		$2,900.00
Vendor **4545 - Robinson Engineering Ltd**									
23010285	Public Works Utilities Division Phase 2 Assistance	Open		01/23/2023	02/22/2023	12/31/2022			823.50
			Vendor **4545 - Robinson Engineering Ltd** Totals			Invoices	1		$823.50
Vendor **4592 - Rogner's Towing & Recovery**									
21565	Repairs & Maintenance-T-468	Open		01/26/2023	02/25/2023	02/10/2023			297.00
			Vendor **4592 - Rogner's Towing & Recovery** Totals			Invoices	1		$297.00
Vendor **5275 - RootX**									
71052	Rootx 2lb Case	Open		10/28/2022	02/13/2023	12/31/2022			663.20
71954	RootX 4lb Case	Open		12/07/2022	02/13/2023	12/31/2022			578.20
			Vendor **5275 - RootX** Totals			Invoices	2		$1,241.40
Vendor **1201 - Route 12 Rental Co. Inc.**									
128395	Lift Rental-Village Hall Christmas Tree Removal	Open		01/31/2023	03/02/2023	02/08/2023			165.00
			Vendor **1201 - Route 12 Rental Co. Inc.** Totals			Invoices	1		$165.00
Vendor **4019 - Rush Truck Centers**									
3030778221	Parts - STOCK	Open		01/04/2023	02/03/2023	02/13/2023			28.00
3031090220	Parts - T-425	Open		01/27/2023	02/26/2023	02/13/2023			530.90
3031103633	Credit Memo	Open		01/28/2023	02/26/2023	02/13/2023			(28.00)
3031091700	Parts - STOCK	Open		01/30/2023	03/01/2023	02/13/2023			112.34
3031156480	Credit Memo	Open		02/02/2023	02/26/2023	02/13/2023			(112.34)
			Vendor **4019 - Rush Truck Centers** Totals			Invoices	5		$530.90
Vendor **2673 - Schain Banks Kenny & Schwartz**									
Schain Jan. 2023	Legal Services January 2023	Open		02/03/2023	02/20/2023	02/07/2023			30,572.73
			Vendor **2673 - Schain Banks Kenny & Schwartz** Totals			Invoices	1		$30,572.73
Vendor **3122 - John K Schmidt**									
PWBRJS020923	Boot Reimbursement	Open		02/09/2023	02/16/2023	02/06/2023			139.71
			Vendor **3122 - John K Schmidt** Totals			Invoices	1		$139.71
Vendor **3008 - Sikich LLP**									

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6975	Annual Financial Audit	Open		02/04/2023	03/06/2023	02/06/2023			7,000.00
			Vendor **3008 - Sikich LLP** Totals			Invoices	1		$7,000.00
Vendor **4308 - Solid Waste Agency of Northern Cook County**									
7212	Refuse Service - March	Open		02/01/2023	02/24/2023	01/25/2023			124,050.76
			Vendor **4308 - Solid Waste Agency of Northern Cook County** Totals			Invoices	1		$124,050.76
Vendor **1377 - Southern Computer Warehouse**									
INV00764106	Replacement Surface	Open		01/30/2023	03/01/2023	02/06/2023			136.27
INV00764154	Replacement Surface	Open		01/30/2023	03/01/2023	02/06/2023			1,648.99
			Vendor **1377 - Southern Computer Warehouse** Totals			Invoices	2		$1,785.26
Vendor **2313 - Standard Equipment Co**									
P41185	Parts - E-224	Open		02/02/2023	03/04/2023	02/02/2023			336.75
			Vendor **2313 - Standard Equipment Co** Totals			Invoices	1		$336.75
Vendor **1804 - Staples**									
8069084461	Office Supplies	Open		01/28/2023	02/27/2023	02/07/2023			482.09
8069169354	Office Supplies	Open		02/04/2023	03/03/2023	02/10/2023			33.59
			Vendor **1804 - Staples** Totals			Invoices	2		$515.68
Vendor **1776 - Suburban Accents, Inc.**									
32908	Graphics & Lettering on CSO Vehicle (CSO-2)	Open		01/23/2023	02/22/2023	02/01/2023			725.00
32927	Graphics & Lettering on CSO Vehicle (CSO-3)	Open		01/25/2023	02/24/2023	02/14/2023			725.00
32942	Graphics & Lettering on CSO Vehicle (CSO-1)	Open		01/30/2023	03/01/2023	02/14/2023			725.00
			Vendor **1776 - Suburban Accents, Inc.** Totals			Invoices	3		$2,175.00
Vendor **4855 - Sunrun Installation Services Inc**									
INV-00011365	BLDE-10223-22/978 E Lilac Dr - Partial Refund	Open		02/02/2023	02/15/2023	02/15/2023			333.00
			Vendor **4855 - Sunrun Installation Services Inc** Totals			Invoices	1		$333.00
Vendor **4966 - T-Mobile**									
2022-00001141	Birchwood Cameras	Open		12/03/2022	12/31/2022	12/31/2022			76.60
965537055-1022	CS Telematics Program Monthly Service Fee-October	Open		10/29/2022	02/15/2023	12/31/2022			255.00
965537055-1122	CS Telematics Program Monthly Service Fee-November	Open		11/29/2022	02/15/2023	12/31/2022			255.00
965537055-1222	CS Telematics Program Monthly Service Fee-December	Open		12/29/2022	02/15/2023	12/31/2022			255.00

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			Vendor **4966 - T-Mobile** Totals			Invoices	4		$841.60
Vendor **4359 - Target Solutions Learning Llc**									
INV65082	Training Management Program - Membership & Maintenance Fee's	Open		01/31/2023	03/02/2023	02/01/2023			11,379.95
			Vendor **4359 - Target Solutions Learning Llc** Totals			Invoices	1		$11,379.95
Vendor **2296 - The Blue Line**									
44461	Police Officer Recruitment Listing (02/15/23 - 05/30/23)	Open		02/13/2023	02/23/2023	02/14/2023			731.00
			Vendor **2296 - The Blue Line** Totals			Invoices	1		$731.00
Vendor **1844 - Third Millennium Associates Inc**									
28675	UB Bill Processing - January 2023	Open		01/31/2023	02/28/2023	02/07/2023			2,887.40
			Vendor **1844 - Third Millennium Associates Inc** Totals			Invoices	1		$2,887.40
Vendor **1199 - Thompson Elevator Inspection Service Inc**									
23-0376	4 R & R mod permit inspections	Open		01/27/2023	02/26/2023	02/01/2023			300.00
			Vendor **1199 - Thompson Elevator Inspection Service Inc** Totals			Invoices	1		$300.00
Vendor **2593 - TKB Associates Inc**									
14873	LaserFiche Maintenance and Support Renewal	Open		01/28/2023	02/28/2023	02/10/2023			8,690.00
			Vendor **2593 - TKB Associates Inc** Totals			Invoices	1		$8,690.00
Vendor **1650 - Topcon Solutions Store**									
INV226964	Level Books	Open		01/23/2023	02/22/2023	01/20/2023			97.92
			Vendor **1650 - Topcon Solutions Store** Totals			Invoices	1		$97.92
Vendor **3787 - Township High School District 211**									
01302023	Motor Fuel	Open		01/30/2023	03/01/2023	02/02/2023			380.42
			Vendor **3787 - Township High School District 211** Totals			Invoices	1		$380.42
Vendor **4058 - TransUnion Risk and Alternative Data Solutions Inc**									
71751-JAN-23	Online Investigative Search Engine (Jan)	Open		02/01/2023	03/02/2023	02/14/2023			188.00
			Vendor **4058 - TransUnion Risk and Alternative Data Solutions Inc** Totals			Invoices	1		$188.00
Vendor **4797 - Ultra Cleaning, Inc.**									
1151	Cleaning Services for CSF and Police HQ-January 2023	Open		01/31/2023	03/02/2023	01/25/2023			4,670.00
			Vendor **4797 - Ultra Cleaning, Inc.** Totals			Invoices	1		$4,670.00

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **3157 - UniFirst Corporation**									
1190001950	Shop Rags	Open		01/30/2023	03/01/2023	01/20/2023			60.11
			Vendor **3157 - UniFirst Corporation** Totals			Invoices	1		$60.11
Vendor **4825 - Verizon Connect NWF Inc**									
OSV000002981246	PW Telematics Program Monthly Service Fee - January	Open		02/01/2023	03/03/2023	02/02/2023			323.80
			Vendor **4825 - Verizon Connect NWF Inc** Totals			Invoices	1		$323.80
Vendor **5270 - Vulcan Construction Materials, LLC**									
33153092	Rohlwing Road Bridge Repair	Open		01/27/2023	02/26/2023	02/01/2023			1,190.59
			Vendor **5270 - Vulcan Construction Materials, LLC** Totals			Invoices	1		$1,190.59
Vendor **2780 - Walgreen Company**									
500086396	Prisoner Prescription Medications (23-000443)	Open		02/02/2023	03/03/2023	02/14/2023			129.37
			Vendor **2780 - Walgreen Company** Totals			Invoices	1		$129.37
Vendor **3209 - Warehouse Direct**									
5433794-0	Office Supplies	Open		02/10/2023	02/20/2023	02/07/2023			30.10
			Vendor **3209 - Warehouse Direct** Totals			Invoices	1		$30.10
Vendor **1901 - Wurth Usa Inc**									
97631336	Parts-Stock	Open		01/27/2023	02/25/2023	02/10/2023			539.08
			Vendor **1901 - Wurth Usa Inc** Totals			Invoices	1		$539.08
Vendor **4699 - Eric Zimmerman**									
022023-0171	Reimb SBOC 68th Annual Training ICC & NEC- E Zimmerman	Open		02/13/2023	02/15/2023	02/15/2023			300.00
			Vendor **4699 - Eric Zimmerman** Totals			Invoices	1		$300.00
Vendor **4049 - Zip's Truck Equipment Inc**									
1073502	Parts - T-518	Open		12/12/2022	01/31/2023	12/31/2022			451.18
1095248	Parts - T-367	Open		02/03/2023	03/05/2023	02/02/2023			237.94
			Vendor **4049 - Zip's Truck Equipment Inc** Totals			Invoices	2		$689.12
Vendor **1919 - Zoll Medical Corporation**									
3656472	EMS Cables	Open		01/27/2023	02/26/2023	02/09/2023			348.07
			Vendor **1919 - Zoll Medical Corporation** Totals			Invoices	1		$348.07
Vendor **HEALTHCARE & FAMILY SERVICES**									
2023-00000115	AMBULANCE FEE REFUND	Open		02/10/2023	02/10/2023	02/10/2023			97.60
			Vendor **HEALTHCARE & FAMILY SERVICES** Totals			Invoices	1		$97.60

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
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Summary Listing

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VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **Joskua T Roque**									
2023-00000118	Tow Refund - Fine should not have been collected for violation	Open		02/10/2023	02/20/2023	02/14/2023			500.00
			Vendor **Joskua T Roque** Totals			Invoices	1		$500.00
Vendor **THE RAWLINGS COMPANY / CIGNA**									
2023-00000117	AMBULANCE FEE REFUND	Open		02/10/2023	02/10/2023	02/10/2023			1,540.80
			Vendor **THE RAWLINGS COMPANY / CIGNA** Totals			Invoices	1		$1,540.80
Vendor **ROBERT WANGEN**									
2023-00000116	AMBULANCE FEE REFUND	Open		02/10/2023	02/10/2023	02/10/2023			141.44
			Vendor **ROBERT WANGEN** Totals			Invoices	1		$141.44
			Grand Totals			Invoices	291		$1,224,877.07

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4

Invoice Due Date Range 12/31/22 - 03/07/23
Report By Vendor - Invoice
Summary Listing

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **4466 - JP Morgan Chase Bank Commercial Card**									
HVS-012523-1	WPY*Illinois Public EM	Paid by EFT #8065		01/25/2023	02/08/2023	02/08/2023		02/08/2023	200.00
RTO-012523-1	AMZN MKTP US*AZ3XP53U3	Paid by EFT #8061		01/25/2023	02/08/2023	02/08/2023		02/08/2023	49.49
RTO-012523-2	ACTION SCREEN PRINT	Paid by EFT #8062		01/25/2023	02/08/2023	02/08/2023		02/08/2023	261.97
RTO-012523-3	MUTUAL ACE HDWR-PALETI PALATINE	Paid by EFT #8063		01/25/2023	02/08/2023	02/08/2023		02/08/2023	8.79
RTO-012523-4	Darios Palatine	Paid by EFT #8064		01/25/2023	02/08/2023	02/08/2023		02/08/2023	113.52
FIN-012523-1	Groot Industries	Paid by EFT #7907		01/25/2023	02/08/2023	12/31/2022		02/08/2023	263,496.84
FIN-012523-2	Amazon	Paid by EFT #7909		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(34.50)
FIN-012523-3	Lamplighter Inn	Paid by EFT #7908		01/25/2023	02/08/2023	02/08/2023		02/08/2023	108.93
PDM-012523-1	GFOA	Paid by EFT #7910		01/25/2023	02/08/2023	02/08/2023		02/08/2023	595.00
PDM-012523-2	IGFOA	Paid by EFT #7911		01/25/2023	02/08/2023	02/08/2023		02/08/2023	500.00
PDM-012523-3	IGFOA	Paid by EFT #7912		01/25/2023	02/08/2023	02/08/2023		02/08/2023	100.00
PDM-012523-4	Crains Chicago Business	Paid by EFT #7913		01/25/2023	02/08/2023	02/08/2023		02/08/2023	84.50
BDK-012523-1	Microsoft Azure	Paid by EFT #8022		01/25/2023	02/08/2023	02/08/2023		02/08/2023	196.91
LAS-012523-1	Ebay	Paid by EFT #8059		01/25/2023	02/08/2023	02/08/2023		02/08/2023	142.50
LAS-012523-10	Airespring	Paid by EFT #8057		01/25/2023	02/08/2023	02/08/2023		02/08/2023	2,884.50
LAS-012523-11	Tap House Grill Palatine	Paid by EFT #8058		01/25/2023	02/08/2023	02/08/2023		02/08/2023	180.97
LAS-012523-2	Amazon	Paid by EFT #8050		01/25/2023	02/08/2023	02/08/2023		02/08/2023	18.00
LAS-012523-3	Google	Paid by EFT #8051		01/25/2023	02/08/2023	02/08/2023		02/08/2023	42.00
LAS-012523-4	Amazon	Paid by EFT #8052		01/25/2023	02/08/2023	02/08/2023		02/08/2023	17.99
LAS-012523-5	B&H Photo	Paid by EFT #8053		01/25/2023	02/08/2023	02/08/2023		02/08/2023	398.25
LAS-012523-6	Amazon	Paid by EFT #8054		01/25/2023	02/08/2023	02/08/2023		02/08/2023	559.96
LAS-012523-7	Amazon	Paid by EFT #8055		01/25/2023	02/08/2023	02/08/2023		02/08/2023	449.97
LAS-012523-8	Ebay	Paid by EFT #8060		01/25/2023	02/08/2023	02/08/2023		02/08/2023	48.00
LAS-012523-9	Amazon	Paid by EFT #8056		01/25/2023	02/08/2023	02/08/2023		02/08/2023	34.99
BRV-012523-1	American Planning A 3124319100 POS 17866747	Paid by EFT #7914		01/25/2023	02/08/2023	02/08/2023		02/08/2023	99.00
DLG-012523-1	Illinois Environmental 847-8867008 IL POS 1046	Paid by EFT #7956		01/25/2023	02/08/2023	02/08/2023		02/08/2023	55.00
DLG-012523-2	Illinois Environmental 847-8867008 IL POS 797	Paid by EFT #7957		01/25/2023	02/08/2023	02/08/2023		02/08/2023	55.00
DLG-012523-3	Illinois Environmental 847-8867008 IL POS 1047	Paid by EFT #7958		01/25/2023	02/08/2023	02/08/2023		02/08/2023	55.00
DLG-012523-4	EB IACE Membership RE8014137200 CA	Paid by EFT #7959		01/25/2023	02/08/2023	02/08/2023		02/08/2023	120.00
MWJ-012523-1	American Planning Asso 3127866398 IL	Paid by EFT #8080		01/25/2023	02/08/2023	02/08/2023		02/08/2023	639.00
ARC-012523-1	ACPI (American Crime Prevention Institute)	Paid by EFT #8046		01/25/2023	02/08/2023	02/08/2023		02/08/2023	1,000.00
BMB-012523-1	Jotform, Inc	Paid by EFT #8023		01/25/2023	02/08/2023	12/31/2022		02/08/2023	234.00
BMB-012523-2	Warner & Troost	Paid by EFT #8024		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(17.50)
BMB-012523-3	The Home Depot	Paid by EFT #8025		01/25/2023	02/08/2023	02/08/2023		02/08/2023	16.43

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
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Summary Listing

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
BMB-012523-4	Mariano's	Paid by EFT #8026		01/25/2023	02/08/2023	02/08/2023		02/08/2023	63.75
BMB-012523-5	Mariano's	Paid by EFT #8027		01/25/2023	02/08/2023	02/08/2023		02/08/2023	85.03
BMB-012523-6	5.11, Inc	Paid by EFT #8028		01/25/2023	02/08/2023	12/31/2022		02/08/2023	560.00
BMB-012523-7	ETSY.Com	Paid by EFT #8029		01/25/2023	02/08/2023	02/08/2023		02/08/2023	49.48
BMB-012523-8	ETSY.Com	Paid by EFT #8030		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(4.50)
DCD-012523-1	Kostas Gyros	Paid by EFT #8045		01/25/2023	02/08/2023	02/08/2023		02/08/2023	67.02
PAC-012323-15	Ray O'Herron Co	Paid by EFT #7952		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,183.93
PAC-012523-1	Amazon.Com	Paid by EFT #7935		01/25/2023	02/08/2023	12/31/2022		02/08/2023	61.99
PAC-012523-10	Ray O'Herron Co	Paid by EFT #7944		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,493.82
PAC-012523-11	Amazon.Com	Paid by EFT #7945		01/25/2023	02/08/2023	12/31/2022		02/08/2023	149.67
PAC-012523-12	Ray O'Herron Co	Paid by EFT #7946		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,483.05
PAC-012523-13	Ray O'Herron Co	Paid by EFT #7947		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,499.08
PAC-012523-14	Ray O'Herron Co	Paid by EFT #7951		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,476.01
PAC-012523-16	Ray O'Herron Co	Paid by EFT #7953		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,390.59
PAC-012523-17	Mikes Bike Shop	Paid by EFT #7949		01/25/2023	02/08/2023	02/08/2023		02/08/2023	70.00
PAC-012523-18	Ray O'Herron Co	Paid by EFT #7954		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,426.26
PAC-012523-19	Ray O'Herron Co	Paid by EFT #7950		01/25/2023	02/08/2023	12/31/2022		02/08/2023	267.39
PAC-012523-2	Amazon Marketplace	Paid by EFT #7936		01/25/2023	02/08/2023	12/31/2022		02/08/2023	89.99
PAC-012523-20	UPS	Paid by EFT #7948		01/25/2023	02/08/2023	02/08/2023		02/08/2023	15.64
PAC-012523-3	Amazon Marketplace	Paid by EFT #7937		01/25/2023	02/08/2023	12/31/2022		02/08/2023	34.20
PAC-012523-4	Ray O'Herron Co	Paid by EFT #7938		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,497.17
PAC-012523-5	Ray O'Herron Co	Paid by EFT #7939		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,498.45
PAC-012523-6	Ray O'Herron Co	Paid by EFT #7940		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,458.48
PAC-012523-7	Ray O'Herron Co	Paid by EFT #7941		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,490.71
PAC-012523-8	Ray O'Herron Co	Paid by EFT #7942		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,491.68
PAC-012523-9	Ray O'Herron Co	Paid by EFT #7943		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1,498.20
JBS-012523-1	HomeDepot	Paid by EFT #7996		01/25/2023	02/08/2023	12/31/2022		02/08/2023	249.99
JBS-012523-2	HomeDepot	Paid by EFT #7998		01/25/2023	02/08/2023	02/08/2023		02/08/2023	269.99
JBS-012523-3	HomeDepot	Paid by EFT #7997		01/25/2023	02/08/2023	02/08/2023		02/08/2023	72.94
JJA-012523-1	NAARSO	Paid by EFT #7927		01/25/2023	02/08/2023	02/08/2023		02/08/2023	75.00
JJA-012523-2	NAARSO	Paid by EFT #7928		01/25/2023	02/08/2023	02/08/2023		02/08/2023	75.00
JJA-012523-3	Firestop Contractors	Paid by EFT #7929		01/25/2023	02/08/2023	02/08/2023		02/08/2023	90.00
JJA-012523-4	IL Fire Inspector	Paid by EFT #7930		01/25/2023	02/08/2023	02/08/2023		02/08/2023	100.00
JJA-012523-5	NFPA	Paid by EFT #7931		01/25/2023	02/08/2023	02/08/2023		02/08/2023	175.00
JJA-012523-6	Pyrotechnics Guild	Paid by EFT #7932		01/25/2023	02/08/2023	02/08/2023		02/08/2023	100.00
JJA-012523-7	Northern IFIA	Paid by EFT #7933		01/25/2023	02/08/2023	02/08/2023		02/08/2023	50.00
JJA-012523-8	NFPA	Paid by EFT #7934		01/25/2023	02/08/2023	02/08/2023		02/08/2023	180.00
NLB-012523-1	Natl Assoc of EMS	Paid by EFT #7999		01/25/2023	02/08/2023	02/08/2023		02/08/2023	415.00
NLB-012523-2	Int'l Society FSI	Paid by EFT #8000		01/25/2023	02/08/2023	02/08/2023		02/08/2023	550.00
NLB-012523-3	Paypal- Express Script	Paid by EFT #8001		01/25/2023	02/08/2023	02/08/2023		02/08/2023	10.00
PMG-012325-1	Metro Fire Chief	Paid by EFT #8043		01/25/2023	02/08/2023	02/08/2023		02/08/2023	20.00
PMG-012523-2	METRA	Paid by EFT #8044		01/25/2023	02/08/2023	02/08/2023		02/08/2023	7.25

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
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Summary Listing

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VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
SAM-012523-1	HomeDepot	Paid by EFT #8049		01/25/2023	02/08/2023	02/08/2023		02/08/2023	198.97
SEM-012523-1	Amazon	Paid by EFT #8066		01/25/2023	02/08/2023	12/31/2022		02/08/2023	38.53
SEM-012523-10	TycoIntegrated Security	Paid by EFT #8074		01/25/2023	02/08/2023	02/08/2023		02/08/2023	70.81
SEM-012523-11	Business Radio Licensing	Paid by EFT #8075		01/25/2023	02/08/2023	02/08/2023		02/08/2023	110.00
SEM-012523-12	Amazon	Paid by EFT #8076		01/25/2023	02/08/2023	02/08/2023		02/08/2023	27.99
SEM-012523-13	Amazon	Paid by EFT #8077		01/25/2023	02/08/2023	02/08/2023		02/08/2023	336.72
SEM-012523-14	UPS	Paid by EFT #8078		01/25/2023	02/08/2023	02/08/2023		02/08/2023	23.47
SEM-012523-2	Amazon	Paid by EFT #8067		01/25/2023	02/08/2023	12/31/2022		02/08/2023	40.67
SEM-012523-3	IL DPT PUB HEALTH	Paid by EFT #8068		01/25/2023	02/08/2023	02/08/2023		02/08/2023	41.00
SEM-012523-4	TycoIntegrated Security	Paid by EFT #8069		01/25/2023	02/08/2023	02/08/2023		02/08/2023	57.00
SEM-012523-5	TycoIntegrated Security	Paid by EFT #8070		01/25/2023	02/08/2023	02/08/2023		02/08/2023	42.00
SEM-012523-6	Light & Motion	Paid by EFT #8079		01/25/2023	02/08/2023	02/08/2023		02/08/2023	316.48
SEM-012523-7	Amazon	Paid by EFT #8071		01/25/2023	02/08/2023	02/08/2023		02/08/2023	37.00
SEM-012523-8	Amazon	Paid by EFT #8072		01/25/2023	02/08/2023	02/08/2023		02/08/2023	26.08
SEM-012523-9	Fraud Credit	Paid by EFT #8073		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(202.00)
AJB-012523-1	ebay	Paid by EFT #8005		01/25/2023	02/08/2023	02/08/2023		02/08/2023	50.87
AJB-012523-10	SupplyHouse.com	Paid by EFT #8014		01/25/2023	02/08/2023	02/08/2023		02/08/2023	367.71
AJB-012523-11	SupplyHouse.com	Paid by EFT #8015		01/25/2023	02/08/2023	02/08/2023		02/08/2023	124.56
AJB-012523-12	ebay	Paid by EFT #8016		01/25/2023	02/08/2023	02/08/2023		02/08/2023	75.00
AJB-012523-13	Grainger	Paid by EFT #8017		01/25/2023	02/08/2023	02/08/2023		02/08/2023	43.80
AJB-012523-14	Grainger	Paid by EFT #8018		01/25/2023	02/08/2023	02/08/2023		02/08/2023	98.28
AJB-012523-15	Grainger	Paid by EFT #8019		01/25/2023	02/08/2023	02/08/2023		02/08/2023	558.12
AJB-012523-16	SupplyHouse.com	Paid by EFT #8020		01/25/2023	02/08/2023	02/08/2023		02/08/2023	24.28
AJB-012523-17	Grainger	Paid by EFT #8021		01/25/2023	02/08/2023	02/08/2023		02/08/2023	210.10
AJB-012523-2	ebay	Paid by EFT #8006		01/25/2023	02/08/2023	02/08/2023		02/08/2023	40.00
AJB-012523-3	ebay	Paid by EFT #8007		01/25/2023	02/08/2023	02/08/2023		02/08/2023	44.98
AJB-012523-4	ebay	Paid by EFT #8008		01/25/2023	02/08/2023	02/08/2023		02/08/2023	53.70
AJB-012523-5	ebay	Paid by EFT #8009		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(14.00)
AJB-012523-6	ISA	Paid by EFT #8010		01/25/2023	02/08/2023	02/08/2023		02/08/2023	190.00
AJB-012523-7	U.S. Water Heating Solutions	Paid by EFT #8011		01/25/2023	02/08/2023	02/08/2023		02/08/2023	558.25
AJB-012523-8	ebay	Paid by EFT #8012		01/25/2023	02/08/2023	02/08/2023		02/08/2023	62.85
AJB-012523-9	ebay	Paid by EFT #8013		01/25/2023	02/08/2023	02/08/2023		02/08/2023	180.96
DVN-012523-1	SAI Subscription	Paid by EFT #8036		01/25/2023	02/08/2023	02/08/2023		02/08/2023	767.89
DVN-012523-2	Target	Paid by EFT #8037		01/25/2023	02/08/2023	02/08/2023		02/08/2023	37.99
DVN-012523-3	Target	Paid by EFT #8038		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(37.99)
JM-012523-1	ILSOS Elk Grove Village	Paid by EFT #7917		01/25/2023	02/08/2023	02/08/2023		02/08/2023	51.13
JRK-012523-1	Custom Ink, LLC	Paid by EFT #8039		01/25/2023	02/08/2023	12/31/2022		02/08/2023	(22.48)
JRK-012523-2	Grainger	Paid by EFT #8042		01/25/2023	02/08/2023	02/08/2023		02/08/2023	99.27
JRK-012523-3	FlashlightDistributor.com	Paid by EFT #8040		01/25/2023	02/08/2023	02/08/2023		02/08/2023	86.75
JRK-012523-4	Mutual Ace Hardware	Paid by EFT #8041		01/25/2023	02/08/2023	02/08/2023		02/08/2023	21.39
KML-012523-1	Amazon Marketplace	Paid by EFT #7960		01/25/2023	02/08/2023	12/31/2022		02/08/2023	215.11
KML-012523-10	Amazon.com	Paid by EFT #7991		01/25/2023	02/08/2023	02/08/2023		02/08/2023	139.99

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
Report By Vendor - Invoice
Summary Listing

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
KML-012523-11	Amazon.com	Paid by EFT #7968		01/25/2023	02/08/2023	02/08/2023		02/08/2023	32.13
KML-012523-12	Amazon Marketplace	Paid by EFT #7969		01/25/2023	02/08/2023	02/08/2023		02/08/2023	282.90
KML-012523-13	Amazon Marketplace	Paid by EFT #7970		01/25/2023	02/08/2023	02/08/2023		02/08/2023	182.99
KML-012523-14	Amazon.com	Paid by EFT #7971		01/25/2023	02/08/2023	02/08/2023		02/08/2023	127.47
KML-012523-15	Amazon Marketplace	Paid by EFT #7972		01/25/2023	02/08/2023	02/08/2023		02/08/2023	14.07
KML-012523-16	WPY*Illinois Public Employer Labor Relations Association	Paid by EFT #7973		01/25/2023	02/08/2023	02/08/2023		02/08/2023	1,000.00
KML-012523-17	Amazon Marketplace	Paid by EFT #7974		01/25/2023	02/08/2023	02/08/2023		02/08/2023	12.99
KML-012523-18	Amazon Marketplace	Paid by EFT #7975		01/25/2023	02/08/2023	02/08/2023		02/08/2023	47.90
KML-012523-19	Amazon Marketplace	Paid by EFT #7992		01/25/2023	02/08/2023	02/08/2023		02/08/2023	26.88
KML-012523-2	FMCSA D&A Clearinghouse	Paid by EFT #7961		01/25/2023	02/08/2023	12/31/2022		02/08/2023	1.25
KML-012523-20	Amazon Marketplace	Paid by EFT #7976		01/25/2023	02/08/2023	02/08/2023		02/08/2023	29.98
KML-012523-21	Amazon.com	Paid by EFT #7977		01/25/2023	02/08/2023	02/08/2023		02/08/2023	103.01
KML-012523-22	Amazon Marketplace	Paid by EFT #7978		01/25/2023	02/08/2023	02/08/2023		02/08/2023	22.98
KML-012523-23	Amazon Marketplace	Paid by EFT #7993		01/25/2023	02/08/2023	02/08/2023		02/08/2023	99.95
KML-012523-24	Amazon Marketplace	Paid by EFT #7979		01/25/2023	02/08/2023	02/08/2023		02/08/2023	(23.95)
KML-012523-25	Amazon Marketplace	Paid by EFT #7980		01/25/2023	02/08/2023	02/08/2023		02/08/2023	67.70
KML-012523-26	Amazon Marketplace	Paid by EFT #7981		01/25/2023	02/08/2023	02/08/2023		02/08/2023	23.95
KML-012523-27	Amazon.com	Paid by EFT #7982		01/25/2023	02/08/2023	02/08/2023		02/08/2023	35.18
KML-012523-28	Amazon Marketplace	Paid by EFT #7983		01/25/2023	02/08/2023	02/08/2023		02/08/2023	79.94
KML-012523-29	Amazon Marketplace	Paid by EFT #7994		01/25/2023	02/08/2023	02/08/2023		02/08/2023	629.00
KML-012523-3	Amazon.com	Paid by EFT #7962		01/25/2023	02/08/2023	12/31/2022		02/08/2023	(143.60)
KML-012523-30	Amazon Marketplace	Paid by EFT #7984		01/25/2023	02/08/2023	02/08/2023		02/08/2023	68.99
KML-012523-31	Amazon Marketplace	Paid by EFT #7985		01/25/2023	02/08/2023	02/08/2023		02/08/2023	17.99
KML-012523-32	Amazon Marketplace	Paid by EFT #7986		01/25/2023	02/08/2023	02/08/2023		02/08/2023	130.90
KML-012523-33	Amazon Marketplace	Paid by EFT #7987		01/25/2023	02/08/2023	02/08/2023		02/08/2023	149.95
KML-012523-34	Paper Mart	Paid by EFT #7988		01/25/2023	02/08/2023	02/08/2023		02/08/2023	520.60
KML-012523-35	Amazon Marketplace	Paid by EFT #7995		01/25/2023	02/08/2023	02/08/2023		02/08/2023	11.04
KML-012523-36	CD One Price Cleaners	Paid by EFT #7989		01/25/2023	02/08/2023	02/08/2023		02/08/2023	72.00
KML-012523-4	ISA	Paid by EFT #7963		01/25/2023	02/08/2023	12/31/2022		02/08/2023	190.00
KML-012523-5	Amazon Marketplace	Paid by EFT #7964		01/25/2023	02/08/2023	12/31/2022		02/08/2023	44.75
KML-012523-6	Amazon Marketplace	Paid by EFT #7965		01/25/2023	02/08/2023	12/31/2022		02/08/2023	315.87
KML-012523-7	Jewel-Osco	Paid by EFT #7966		01/25/2023	02/08/2023	12/31/2022		02/08/2023	74.80
KML-012523-8	Warehouse Direct	Paid by EFT #7967		01/25/2023	02/08/2023	12/31/2022		02/08/2023	426.11
KML-012523-9	Amazon Marketplace	Paid by EFT #7990		01/25/2023	02/08/2023	02/08/2023		02/08/2023	20.69
MDB-012523-1	Conserv FS, Inc.	Paid by EFT #7915		01/25/2023	02/08/2023	12/31/2022		02/08/2023	800.60
MG-012523-1	Home Depot	Paid by EFT #8047		01/25/2023	02/08/2023	12/31/2022		02/08/2023	27.51
MG-012523-2	Home Depot	Paid by EFT #8048		01/25/2023	02/08/2023	02/08/2023		02/08/2023	103.68
MJK-012523-1	Home Depot	Paid by EFT #7924		01/25/2023	02/08/2023	12/31/2022		02/08/2023	25.38
MJK-012523-2	Home Depot	Paid by EFT #7925		01/25/2023	02/08/2023	12/31/2022		02/08/2023	157.07
MJK-012523-3	Mutual Ace Palatine	Paid by EFT #7926		01/25/2023	02/08/2023	12/31/2022		02/08/2023	17.98
MWK-012523-1	Grainger	Paid by EFT #7918		01/25/2023	02/08/2023	12/31/2022		02/08/2023	2.79

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
Report By Vendor - Invoice
Summary Listing

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
MWK-012523-2	Grainger	Paid by EFT #7919		01/25/2023	02/08/2023	02/08/2023		02/08/2023	13.31
MWK-012523-3	Grainger	Paid by EFT #7920		01/25/2023	02/08/2023	02/08/2023		02/08/2023	2.04
MWK-012523-4	Grainger	Paid by EFT #7921		01/25/2023	02/08/2023	02/08/2023		02/08/2023	35.22
MWK-012523-5	Grainger	Paid by EFT #7923		01/25/2023	02/08/2023	02/08/2023		02/08/2023	21.32
MWK-012523-6	Mutual Ace Hardware	Paid by EFT #7922		01/25/2023	02/08/2023	02/08/2023		02/08/2023	6.05
RLK-012523-1	Home Depot	Paid by EFT #7955		01/25/2023	02/08/2023	02/08/2023		02/08/2023	157.87
SAD-012523-1	Home Depot	Paid by EFT #7916		01/25/2023	02/08/2023	02/08/2023		02/08/2023	349.90
SC-012523-1	Home Depot	Paid by EFT #8031		01/25/2023	02/08/2023	12/31/2022		02/08/2023	38.94
SC-012523-2	Menards	Paid by EFT #8032		01/25/2023	02/08/2023	02/08/2023		02/08/2023	14.92
SC-012523-3	Home Depot	Paid by EFT #8033		01/25/2023	02/08/2023	02/08/2023		02/08/2023	19.94
SC-012523-4	Menards	Paid by EFT #8034		01/25/2023	02/08/2023	02/08/2023		02/08/2023	48.56
SC-012523-5	Mutual Ace Palatine	Paid by EFT #8035		01/25/2023	02/08/2023	02/08/2023		02/08/2023	21.59
WES-012523-1	The Home Depot #1927	Paid by EFT #8002		01/25/2023	02/08/2023	02/08/2023		02/08/2023	44.89
WES-012523-2	The Home Depot #1927	Paid by EFT #8003		01/25/2023	02/08/2023	02/08/2023		02/08/2023	51.94
WES-012523-3	Menards	Paid by EFT #8004		01/25/2023	02/08/2023	02/08/2023		02/08/2023	19.52
	Vendor **4466 - JP Morgan Chase Bank Commercial Card** Totals					Invoices	174		$307,422.43
				Grand Totals		Invoices	174		$307,422.43

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

VILLAGE OF PALATINE

Warrant #4 EFT #1

Payment Date Range 02/08/23 - 02/08/23
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Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

Village of Palatine

Payment Batch Register

Bank Account: AP - Accounts Payable ZBA

Batch Date: 02/03/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - Accounts Payable ZBA						
Check	02/03/2023	261752	Utility Management Refund	RYAN , JIM		10.81

Account Type	Account Number	Transaction Date	Transaction Type	

AP Accounts Payable ZBA Totals:	Transactions: 1		$10.81
Checks:	1	$10.81	

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

Village of Palatine

Payment Batch Register

Bank Account: AP - Accounts Payable ZBA

Batch Date: 02/10/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - Accounts Payable ZBA						
Check	02/10/2023	261753	Utility Management Refund	BHATTAL , JAIDEV		13.31

Account Type	Account Number	Transaction Date	Transaction Type	
AP Accounts Payable ZBA Totals:		Transactions: 1		$13.31
Checks:	1	$13.31		

Attachment: Warrant #4 (2023-3 : Warrant 2023 # 4 (CA))

Consider an Ordinance Granting Site Plan Approval for the Proposed Redevelopment of the Property at 1400 & 1520 E. Dundee Road

BACKGROUND:
The Subject Property contains the existing McGrath Kia dealership. The dealership owners propose to remodel and expand the existing Kia facility, including a completely new showroom. In addition, the proposed improvements include constructing an accessory detail center on the pad of the former building at 1520 E. Dundee Road. Therefore, the Petitioner is requesting approval of the following:

> **Site Plan Approval to allow for the remodel and expansion of the Kia dealership facility at 1400 & 1520 E. Dundee Road.**

KEY ISSUES:

- The Subject Property, totaling approximately 4.75 acres, is zoned B-2 General Business.
- The proposed buildings comply with all of the B-2 General Business District requirements. The existing showroom will be demolished and a new showroom (12,300 sq. ft.) will be constructed, resulting in a total dealership building size of 27,000 sq. ft. The proposed detail center building will be 5,440 sq. ft.

ALTERNATIVES:

1. Approve an ordinance granting site plan approval to allow for the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.
2. Do not approve an ordinance granting site plan approval to allow for the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.

RECOMMENDATION:
Staff recommends approval of the Site Plan Approval Ordinance to allow the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.

ACTION REQUIRED:
A motion to approve the ordinance granting Site Plan Approval to allow the remodel and expansion of the Kia dealership at 1400 & 1520 E. Dundee Road.

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

Consider Resolutions of Support for the Filing of a 7C Cook County Tax Classification for the Benefit of the Properties Located at 1400 & 1520 E. Dundee Road

BACKGROUND:
The Cook County Assessor's Office has a property tax classification program to encourage commercial development on qualifying properties. The classification (7c), referred to as Commercial Urban Relief Eligibility (CURE), operates in a manner similar to the County's other tax classification programs (such as 6b). A summary of the 7c program and its eligibility criteria are attached. To facilitate the redevelopment of 1400 and 1520 E. Dundee Road, the Petitioners are seeking approval of the following:

> **Approval of Resolutions for support for the filing of a 7c Cook County Tax Classification for the properties located at 1400 and 1520 E. Dundee Road.**

KEY ISSUES:
- The Petitioners are looking to remodel and expand the existing Kia dealership facility and are seeking a 7c tax classification to help offset their corresponding redevelopment costs and investment. The Petitioners have indicated the proposed dealership remodel/expansion and the detail center will result in a combined investment of approximately $8,800,000 (not including land acquisition costs).
- Projects that qualify for the Class 7c classification will receive a reduced assessment level of 10% of fair market value for the first three years, 15% for the fourth year, and 20% for the fifth year. Without this incentive, commercial property would be assessed at 25% of its market value. The 7c program does allow for a renewal of the classification, subject to the program's requirements, a separate endorsement by the Village, and approval by the County.
- The Village previously approved similar requests in conjunction with the recently completed Mazda, Subaru, and Volkswagen dealerships.

ALTERNATIVES:
1. Recommend approval of the Resolutions.
2. Do not recommend approval of the Resolutions.

RECOMMENDATION:
Staff recommends approval of the Resolutions.

ACTION REQUIRED:
Motion to approve the resolutions of support for the filing of a 7c Cook County Tax Classification for the properties located at 1400 and 1520 E. Dundee Road.

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

Consider an Ordinance Establishing a Downtown TIF District Facade and Interior Improvement Grant Program

This item was considered by the Council during their February 6, 2023 meeting. Following comments and input from the Council, the proposed Downtown TIF District Facade & Interior Improvement Grant Program's Scope, Project Eligibility, Application Process, and Program Terms have been revised. The major revisions are as follows:

- **The majority of the building's first floor must be dedicated to non-residential uses.**

- **Maximum program reimbursements shall be limited to: 1) 50% of the total eligible and verified expenses for a building in which the majority of the first floor will be occupied by a sales tax generating use (except the reimbursement shall be limited to 25% for the costs associated with signage, awnings, or exterior lighting); or 2) 25% of the total eligible and verified expenses for a building in which the majority of the first floor will be occupied by a non-sales tax generating use.**

- **The eligible interior improvement costs are limited to: ADA accessibility improvements; significant energy conservation enhancements; electrical service upgrades; water service upgrades; required fire alarm and/or fire suppression system improvements; HVAC related improvements; and other extraordinary expenses related to improvements required by the Village's applicable building codes and regulations.**

- **Professional design and permit costs are not eligible program expenses.**

- **Reimbursements for eligible interior improvements shall not exceed $50,000.**

BACKGROUND:
The Village created a Downtown TIF District Facade Improvement Grant Program in 2002 to facilitate investment in existing non-residential buildings. While the initial program did not generate much participation, the program was reestablished in 2011 and helped to facilitate improvements to eleven different properties from 2011 through 2014. To further facilitate investment with Palatine's downtown area, Staff is recommending approval of the following:

Ordinance establishing a Downtown TIF District Facade and Interior Building Improvement Grant Program.

KEY ISSUES:
- Buildings located within the Village’s Downtown TIF District, constructed prior to January 1, 2000, and with a majority of the first floor being dedicated to non-residential, sales tax generating uses will be eligible for the program.
- All qualifying grant requests will be subject to the Village Council’s review and approval.

- As outlined in the attached program summary, expenses for specific exterior/façade and interior improvements will be eligible for reimbursement.
- The potential grant amounts for exterior/façade improvements will be limited to $1,000 per linear foot of a building's frontage on a public street (up to a maximum of $50,000). An additional $500 per linear foot of a building's frontage on a public street will be available for a building that is more than one-story tall (up to a maximum total exterior/façade improvement grant amount of $75,000). The maximum amount for interior improvements will be $75,000.
- Any approved grant will be paid as a reimbursement, limited to 50% of the total eligible and verified expenses (except that reimbursement will be limited to 25% for the costs associated with signage, awnings, or exterior lighting).
- The proposed improvement must be completed within 12 months from the date of the Village's funding approval to be eligible for reimbursement.
- Program funds shall not be used to renovate the same property more than once. This restriction would not apply to funding previously received from the Village for façade or interior building improvements that were approved by the Village Council more than 10 years before the date of application.
- Staff would recommend reserving $450,000 in Downtown TIF dollars to fund this program. The Council can increase funding in the future if the program generates significant interest. Staff would report back in 2025 to discuss the first two years of program participation.

ALTERNATIVES:
1. Recommend approval of the ordinance.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approval of the ordinance establishing the Downtown TIF District Facade and Interior Building Improvement Grant Program.

ACTION REQUIRED:
A motion to approve the ordinance establishing the Downtown TIF District Facade and Interior Building Improvement Grant Program.

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

Consider a Resolution Granting a Time Extension for Ordinance #O-16-22 for the Previously Approved Drive-Through Popeyes Restaurant at 1142 E. Dundee Road

BACKGROUND:
The Village Council previously approved Ordinance #O-16-22, which granted Special Use and Variation (signage) approvals for the proposed drive-through Popeyes restaurant at 1142 E. Dundee Road (the former Wendy's site). The Village's Zoning Code indicates that Special Use approval is valid for a period of one year, provided a building permit is obtained. While the Petitioner has applied for a building permit, it will not be issued prior to the applicable one-year deadline date of February 22, 2023. Due to these circumstances, the Petitioner is requesting approval of the following:

> **The granting of a time extension of the previously approved Special Use to August 22, 2023, to allow the Petitioner to obtain a building permit for the proposed drive-through Popeyes restaurant.**

KEY ISSUES:

- The proposed drive-through Popeyes restaurant received approvals from the Village Council on February 22, 2022. The Zoning Code requires that a building permit be issued within one year of obtaining Special Use approval, and then requires that the related construction be completed within two years of the issuance of the building permit.
- The Petitioner applied for the building permit on May 20, 2022, but has yet to obtain their permit. As outlined in the attached letter, the Petitioner is balancing issues related with the time frame parameters of a Village building permit and the anticipated time frame to obtain some of the planned building materials and restaurant equipment.
- The proposed extension will require the building permit for the drive-through Popeyes restaurant to be obtained on or before August 22, 2023.
- All other conditions of the previously approved Special Use and Variation will remain in effect.

ALTERNATIVES:

1. Approve the resolution granting the requested time extension.
2. Do not approve the resolution granting the requested time extension.

RECOMMENDATION:
Staff recommends approval of the resolution granting a time extension to August 22, 2023.

ACTION REQUIRED:
Motion to approve the resolution granting a time extension to Ordinance #O-16-22 for the proposed drive-through Popeyes restaurant at 1142 E. Dundee Road.

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

Consider an Ordinance Amending Section 18-81 of the Code of Ordinances to Amend the Existing No Parking Restriction on Rohlwing Road between Carpenter Drive and Mill Valley Road

BACKGROUND:
In February 2022, Community Consolidated School District 15 amended the start times for many schools in the district. This, in turn, has raised the issue of the time restricted no parking regulations near some schools to manage the parent drop off and pick up process.

KEY ISSUES:
- The west side of North Rohlwing Road currently has the restriction of 8:00 AM and 9:00 AM; and between 2:30 PM and 3:30 PM on school days.
- With the newly adopted school hours starting after 9AM and dismissing after 3:00 PM, the time restricted parking is not in alignment with the new parking restriction need.
- It has been requested that the parking restriction times be adjusted to 8:00 AM - 9:30 AM and 3:30 PM and 5:00 PM on school days.
- The Police Department and the Traffic Engineering Committee has observed the area and recommend the proposed change. Adjusting the parking restriction times will keep the historic parent drop off and pick up pattern in place and not further disrupt traffic patterns or the use of Rohlwing Road during school beginning and end times.

ALTERNATIVES:
1. Amend the parking restriction on the west side of Rohlwing Road.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends the existing no parking prohibition times be amended and added to the Village Code.

ACTION REQUIRED:
Motion to approve an ordinance amending Section 18-81 of the Code of Ordinances to amend the no parking restriction “on the west side of Rohlwing Road, between Carpenter Drive and Mill Valley Road, between the hours of 8:00 AM and 9:30 AM and between 3:30 PM and 5:00 PM on school days.”

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

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

BACKGROUND:
Staff conducted a review of the liquor licensing process last year and is recommending changes to Chapter 3 Alcoholic Beverages to ensure the licensing process is efficient and effective. The streamlining of the liquor licensing process will allow staff to transition the Alcoholic Beverage Server Seller (ABSS) permit online into Energov.

KEY ISSUES:

- Part of the liquor licensing process is ensuring that liquor licenses are only granted to owners who do not carry a criminal history that could pose a risk to the community. Staff recommends that a background check (via fingerprinting) is conducted on owners of liquor establishments every three (3) years, in conjunction with their BASSET and ABSS renewal.
- Similarly, Palatine has an obligation to ensure that employees who serve and sell alcohol are free of felony convictions. Staff recommends that a background check (via fingerprinting) is conducted on servers and sellers of liquor establishments every three (3) years, in conjunction with their BASSET and ABSS renewal, except for B-1 (Grocery store), B-2 (General Merchandise store) and B-3 (Drug Store) liquor establishments. Those establishments would be exempted from the background check requirement based on being part of a large corporation.
- Removal of references to Class A (Tavern) liquor license as there are no more active licenses and no new licenses will be issued.
- The Fee Schedule will be adjusted to account for the new cost ($50) of background checks in the ABSS renewal process.

ALTERNATIVES:

1. Approve the proposed Text Amendments to Chapter 3 Alcoholic Beverages of the Village Code.
2. Do not approve of the Text Amendments to Chapter 3 Alcoholic Beverages of the Village Code.

RECOMMENDATION:
Staff recommends approval of the Ordinance Amending Chapter 3 Alcoholic Beverage of the Code of Ordinances of the Village of Palatine.

ACTION REQUIRED:
A motion to approve the Ordinance Amending Chapter 3 Alcoholic Beverage of the Code of Ordinances of the Village of Palatine.

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

Consider a Motion Authorizing the Village Manager to Execute a Contract for Architectural and Engineering Services for the Remodeling of Fire Stations 82 and 85

BACKGROUND:
As part of the 2022 Capital Improvement Program, American Rescue Plan Act (ARPA) funding was appropriated to begin the process to design an addition to and remodeling of Fire Station 82, located at 1475 North Hicks Road, and remodeling of Fire Station 85, located at 39 East Colfax Street. Fire Station 85 serves as the base of operations for the Fire Department's administrative offices and staff has outgrown the current space. The administrative functions are proposed to relocate to Fire Station 82, which requires a single-story addition to accommodate the new offices. The administrative offices in Fire Station 85 will be vacated and repurposed into workout and training spaces to support the remaining staff.

KEY ISSUES:

- A Request for Qualifications was prepared and published. Ten architectural firms submitted qualifications, three of which were interviewed by Fire and Public Works staff. The preferred firm, FGM Architects, Incorporated of Oak Brook, Illinois, was selected based upon their ability to comprehensively address the project scope.
- FGM can provide services consisting of architectural, structural, mechanical, electrical and civil engineering; interior design; furnishing design and procurement; bidding services; and construction administration services for remodeling of Fire Stations 82 and 85.
- Schematic design is the first phase and recommended for approval at this time. The proposed cost is $57,000, plus reimbursables up to $200. The Council will have the ability to elect to continue moving forward or go in a different direction following this phase. Schematic design, or Phase 1, will include the building condition assessment, programming space needs, and development of schematic floor plans.
- The schematic design portion of this project will be completed in approximately three months from the date of execution.
- Upon the completion of the first phase, FGM will then provide a proposal for a second phase of the project which will include completion of design, construction documentation, bidding and construction administration services.
- This is intended to allow for consideration of improvements as soon as later this year.

ALTERNATIVES:

1. Authorize the Village Manager to execute the contract for Architectural and Engineering Services for the Fire Stations 82 and 85 Remodeling with FGM Architects and to approve the Schematic Design Phase.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to accept the proposal and execute a contract for Architectural and Engineering Services for the Fire Stations 82 and 85

Remodeling with FGM Architects and approving the Schematic Design Phase in an amount not-to-exceed $57,200.

BUDGET IMPACT:
ARPA funds in the amount of $3,250,000 have been appropriated in the Capital Improvement Budget to accommodate the space needs study and schematic design phases.

ACTION REQUIRED:
Motion to authorize the Village Manager to accept the proposal and execute a contract in a manner acceptable to the Village Attorney for Architectural and Engineering Services for the Fire Stations 82 and 85 Remodeling with FGM Architects, Incorporated of Oak Brook, Illinois and to approve the Schematic Design Phase in the not-to-exceed amount of $57,200.

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

Consider a Motion Authorizing the Village Manger to Execute an Agreement for Lead and Galvanized Steel Water Service Line Replacement Design Engineering Services

BACKGROUND:
In 2022, the Village adopted a voluntary lead service line replacement program, which is considered one of the most inviting programs in the region as it covers the majority cost of those who voluntarily replace their lead service line. To date, we have had less than ten applicants in our program for our system of over 600 eligible water service lines. The replacements to date have been funded by a grant the Village received from the Northwest Water Commission.

The State is offering grant resources up to $4M per community through their revolving loan program for municipalities who would choose to accelerate the replacement of lead service lines ahead of their mandatory replacement deadline requiring replacements to start in 2027. The Village submitted an application last year and expects a response by the middle of this year.

In order to enhance our scoring in the additional grant application, we can become more competitive by advancing the engineering design of a general plan. Starting the design at this time helps our position for a State grant and prepares a design that we would need to create by 2027.

KEY ISSUES:
- A qualification-based selection process was followed to select Robinson Engineering for this project.
- Companion items will be forthcoming in March including a public hearing on our project plan (outside of the Village Council's typical meeting schedule but prior to March 10th) and an Ordinance on the March agenda for the Village Council which would advise of the potential project's conditions.
- The engineering costs would be fully funded by the existing available resources from the Northwest Water Commission Grant.
- Pre-final plans will be due to the state by the end of March to increase our scoring potential in the State Lead Service Line Grant.
- Partial replacement of the lead line from the water main to the home is prohibited unless the owner or occupant of the building does not cooperate in order to replace the entire line at that time.
- There is a broad permissive authority for municipalities to fund lead service line replacement by special service areas or special assessments should private participation be required in a locally controlled project.
- In the event the Village receives grant funding from the state, we will be required to not demand participation from properties worked on within the scope of the grant project.

ALTERNATIVES:
1. Authorize the Village Manager to execute the agreement with Robinson Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the agreement in a manner acceptable to the Village Attorney with Robinson Engineering for Lead Service Line Replacement Design Engineering Services in the not-to-exceed amount of $80,000.

BUDGET IMPACT:
Funds are available to accommodate this work from the Northwest Water Commission Grant. This engineering project would utilize only 20% of the available grant resources.

ACTION REQUIRED:
Motion to authorize the Village Manager to execute the agreement in a manner acceptable with Robinson Engineering of South Holland, Illinois for Lead Service Line Replacement Design Engineering Services in the not-to-exceed amount of $80,000.

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

Consider a Motion to Accept Perpetual Storm Sewer Easements at 168 East Old Bridge Road and 174 East Old Bridge Road

BACKGROUND:
As part of the completed 2022 Drainage Improvements Project, the storm sewer improvements over the subject properties will require permanent easements to be granted by two of the benefiting homes.

KEY ISSUES:

- Permanent easement agreements have been fully executed for 168 East Old Bridge Road (PIN 02-11-116-009-0000) and 174 East Old Bridge Road (PIN 02-11-116-010-0000).
- Public utility easements are required by the Village of Palatine in order to accept ownership of the sewer mains.
- The easements are necessary to allow for any future maintenance or repair of the storm sewers.

ALTERNATIVES:

1. Accept the easements.
2. Do not accept the easements.

RECOMMENDATION:
Staff recommends acceptance of the perpetual easements at 168 East Old Bridge Road and 174 East Old Bridge Road.

ACTION REQUIRED:
Motion to accept a grant of perpetual easements at 168 East Old Bridge Road and 174 East Old Bridge Road.

ATTACHMENTS:

- 168 E. Old Bridge Road Grant of Easement
- 174 E. Old Bridge Road Grant of Easement

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

GRANT OF EASEMENT

The Grantor (s)

NAME: Christine Eckstein

ADDRESS: 168 E Old Bridge Road, Palatine, IL 60067

of Palatine, Cook County, Illinois, for and in consideration of Ten ($10.00) Dollars, in hand paid, and other good and valuable consideration, HEREBY GRANT AND CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, its successors and assigns, a perpetual easement for the installation, construction, use, repair, and maintenance of a Public Storm Sewer, over, and across the west 5 feet and the south 5 feet of the north 10 feet of described real estate situated in the County of Cook and the State of Illinois;

> Lot 52 in Pepper Tree Farms Unit 3, a Subdivision in the Southeast ¼ of the Northwest ¼ of Section 11, Township 42 North, Range 10 East of the Third Principal Meridian, recorded June 25, 1969 as Document 20883078, in Cook County, Illinois.

PIN: 02-11-116-009-0000

The VILLAGE OF PALATINE agrees, at its expense, to reasonably restore the premises to their conditions as existed prior.

Attachment: 168 E. Old Bridge Road Grant of Easement (Easements for Storm Sewers 168 and 174 East Old Bridge Road (CA))

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this 3 day of May, 2022.

Christine M. Eckstein

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Christine Eckstein

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She signed, sealed, and delivered the said instrument as in person free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 3 day of May, 2022.

JAIME J TORRES MEDINA
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 20, 2025

Notary Public

My commission expires Sept. 20, 2025.

Attachment: 168 E. Old Bridge Road Grant of Easement (Easements for Storm Sewers 168 and 174 East Old Bridge Road (CA))

GRANT OF EASEMENT

The Grantor (s)

NAME: Robbie J Irmen & Rebecca A Irmen

ADDRESS: 174 E Old Bridge Road, Palatine, IL 60067

of Palatine, Cook County, Illinois, for and in consideration of Ten ($10.00) Dollars, in hand paid, and other good and valuable consideration, HEREBY GRANT AND CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, its successors and assigns, a perpetual easement for the installation, construction, use, repair, and maintenance of a Public Storm Sewer, over, and across the south 5 feet of the north 10 feet of described real estate situated in the County of Cook and the State of Illinois;

> Lot 53 in Pepper Tree Farms Unit 3, a Subdivision in the Southeast ¼ of the Northwest ¼ of Section 11, Township 42 North, Range 10 East of the Third Principal Meridian, recorded June 25, 1969 as Document 20883078, in Cook County, Illinois.

PIN: 02-11-116-010-0000

The VILLAGE OF PALATINE agrees, at its expense, to reasonably restore the premises to their conditions as existed prior.

Attachment: 174 E. Old Bridge Road Grant of Easement (Easements for Storm Sewers 168 and 174 East Old Bridge Road (CA))

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this 7TH day of May, 2022.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Rob Irmen

REBECCA IRMEN

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that __he__ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7 day of May, 2022.

Notary Public

My commission expires 01/06, 2025.

OFFICIAL SEAL
DELIA ORTIZ-RUIZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/06/2025

Attachment: 174 E. Old Bridge Road Grant of Easement (Easements for Storm Sewers 168 and 174 East Old Bridge Road (CA))

Consider a Resolution Regarding the Review of Closed Session Minutes

BACKGROUND:

Pursuant to the requirements of the Open Meetings Act, public bodies are to periodically review closed session minutes and release any that are no longer considered to be confidential. On February 13, 2023, the Village Council met in closed session to review the Closed Session Minutes and determined that a need for confidentiality still exists for all Closed Session minutes on file.

ALTERNATIVES:

1. Approve the Resolution regarding review of Closed Session Minutes.
2. Amend the Resolution regarding review of Closed Session Minutes.

RECOMMENDATION:

The attached Resolution indicates that a need for confidentiality still exists for all unreleased Closed Session minutes, therefore no Closed Session Minutes will be released at this time.

ACTION REQUIRED:

Motion to approve the Resolution regarding the review of Closed Session Minutes.

ATTACHMENTS:

- RES Closed Session Minutes

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

RESOLUTION NO._____

A RESOLUTION
REGARDING CLOSED SESSION MINUTES

WHEREAS, The Mayor and Village Council of the Village of Palatine, have met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, as required by the Act, the Village Council has kept written minutes of all such closed sessions; and

WHEREAS, pursuant to the requirements of 5ILCS 120/1 et seq., the Mayor and Village Council have met in closed session on February 13, 2023 to review all closed session minutes.

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

SECTION 1: The Mayor and Village Council have determined that a need for confidentiality still exists for all of the Closed Session minutes on file, thus none of the Closed Session minutes will be released at this time.

SECTION 3: This Resolution shall be in full force and effect from and after its passage.

PASSED: This _____day of _____, 2023

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

APPROVED by me this _____day of _____, 2023

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this _____day of _____, 2023

_____
Village Clerk

Attachment: RES Closed Session Minutes (Review of Closed Session Minutes - Feb. 2023 (CA))

Consider an Ordinance Amending Chapter 5 Animals of the Code of Ordinances of the Village of Palatine

BACKGROUND:
There are three items proposed for amendment within Chapter 5 Animals:

1. Backyard Chickens

Residents approached the Village Council on December 13, 2021 requesting that backyard hens be allowed as a permitted use within the Village and provided a comprehensive binder of materials and research they have conducted. Staff met with residents in March, 2022 after conducting research on backyard hens. Staff reviewed other community regulations in the Chicago-land area and the current special use process that has allowed one backyard hen house in Palatine. During 2022, staff recommended changes to the Code of Ordinances that clarifies the process for an Administrative Special Use. Staff wanted to complete that process prior to the discussion this evening as this will allow an additional option for the Council to consider. At the November 21, 2022 Council Meeting, the Palatine Village Council heard a presentation from staff on backyard chickens. The discussion was broken into two areas: the appropriate zoning process (should the Council want to even allow backyard hens) and the minimum criteria to be considered.

2. Vicious Dogs

Staff is recommending amendments to strengthen language restricting vicious dogs in Palatine.

3. Pet Registration

At the August 1, 2022 Council Meeting, the Palatine Village Council heard a mid-year financial review presentation from staff, which included the discontinuation of the Village vehicle sticker program. The software that managed vehicle stickers, Third Millennium, also managed Pet Licenses. Staff is recommending replacing a pet license with a pet registration process.

KEY ISSUES:

- Staff has prepared an Ordinance that keeps the process for application as it is currently, requiring a special use for an unique use, but establishing a minimum set of criteria that **must** be met as a condition to even apply for consideration. This would avoid one of the concerns raised that there are no guidelines and people can go through a whole process that is too subjective. With criteria, a homeowner would know that they need to meet minimum standards prior to moving forward. One change from the staff presentation on 11/21/2022 is a restriction that licenses will only be issued to single family residences zoned R-1A, R1-B, R-1C, R-2 or otherwise meets the standards of those zoning standards.
- Chicken keeping criteria to include:
  - Hen Keeping License
  - License Fee
  - State Permit required- Livestock Premises ID
  - Written consent of all abutting property owners

    - Village would send out consent forms to abutting owners to provide consistent information
    - "Abutting" properties will be determined solely at the discretion of the Village Manager and Director of Community Development.
  - Maximum of six (6) hens and no roosters
  - Solid 6-foot rear fenced yard
  - Fenced chicken "run" required and hens confined to coop or enclosed "run" at all times
  - Limited to single family residences zoned R-1A, R1-B, R-1C, R-2 or otherwise meets the standards of those zoning standards and the property is owner occupied
  - Hen house/Coop Criteria:
    - Hens confined to coop or enclosed "run" at all times
    - Coop set back 15 ft. from side yard and 15 ft. from rear lines
    - Coop set back 10 ft. from primary structure
    - Coop located in rear yard and not abut primary structure
    - Not located in easement
    - Coops no more than 8 ft. in height
    - Coops shall be a minimum 4 square feet per hen
    - Coops are subject to the maintenance standards of accessory structures
    - Chicken coops must be of sufficient size and strength to protect hens from predators and weather elements, including extreme temperatures
    - Building Permits could be required for hen house/coop
  - Twice per year inspection for the first two years of hen keeping with the option to reduce thereafter
  - Chickens will remain prohibited but for satisfying all the criteria and receiving the necessary zoning approvals.
- Chapter 5 was amended to include language strengthening restrictions on vicious dogs.
- The Village Code requires amendment to implement a change from a pet license to a pet registration. The text amendment consists of replacing an annual pet license for a fee with a free pet registration form. Keeping a registration record of pets in Palatine still allows for Police enforcement and tracking.
- The new pet registration process will be done through the Village's website, CivicPlus, at no fee. As a result, pet tags will no longer be required.

ALTERNATIVES:

1. Approve the proposed Text Amendments to Chapter 5 Animals of the Village Code.
2. Do not approve of the Text Amendments to Chapter 5 Animals of the Village Code.

RECOMMENDATION:

Staff recommends approval of the Text Amendments to Chapter 5 related to vicious dogs, animal registration and general matters. As it relates to backyard chickens, staff reserves the policy decision to Village Council discretion.

ACTION REQUIRED:
A motion to approve a Text Amendment to Chapter 5 of the Village Code.

RESULT:	**MOTION CARRIED BY ROLL CALL [4 TO 1]**
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Tim Millar, Scott Lamerand, Doug Myslinski, Greg Solberg
NAYS:	Kollin Kozlowski
ABSENT:	Brad Helms