Village of Itasca

550 W. Irving Park Rd., Itasca, Illinois 60143-2018

Committee of the Whole Meeting Agenda
February 2, 2016
(Immediately following Village Board Meeting)
(Upstairs Board Room)

President:	Jeffery J. Pruyn	Phone: 630.773.0835
Trustees:	Jeff Aiani	FAX: 630.773.2505
	Marty Hower	
	Michael J. Latoria	
	Ellen Leahy	
	Frank J. Madaras	
	Lucy Santorsola	
Clerk:	Melody J. Craven	
Administrator:	Evan Teich	

1. Call to Order; Roll Call
2. Pledge of Allegiance
3. Audience Participation
4. Presentation of Committee of the Whole Meeting minutes of January 19, 2016.
5. President's Comments:
    a. Discussion and possible action concerning a proposed merit system.
6. Committee Reports:

Community Development Committee:
Chairperson –Trustee Mike Latoria

a. Discussion and possible action concerning Resolution #840-16 "A Resolution Authorizing Execution of a Proposal Letter Between the Village of Itasca and Brycer, LLC."
b. Discussion and possible action concerning Ordinance #1789-16 "An Ordinance Amending Ordinances Nos. 1601-11 and 1603-12 to Add Language to Amendment to the International Fire Code."
c. Discussion and possible action concerning a Petition for Special Use from Zippy Shell for outdoor storage at 751 N. Rohlwing Road as recommended by Itasca Plan Commission (PC 16-003).

d. Discussion and possible action concerning a Petition to Amend Special Use and Class I Site Plan from Elk Grove Village Park District as recommended by Itasca Plan Commission (PC 16-005).

Administration Committee:
Chairperson –Trustee Lucy Santorsola

Environment Committee:
Chairperson – Trustee Ellen Leahy

Public Safety Committee:
Chairperson – Trustee Frank Madaras

Public Works/Infrastructure Committee:
Chairperson – Trustee Jeff Aiani

a. Discussion and possible action concerning Robinson Engineering Agreement re: Holiday Inn Lift Station
b. Discussion and possible action concerning Robinson Engineering Task Order 15-388.02 for Design and Permitting Services for the remaining Nature Center Paths
c. Call for Public Works/Infrastructure Committee Meeting for Tuesday, February 16, 2016 @ 5:30 pm

Finance Committee:
Chairperson – Trustee Marty Hower

7. Department Head Reports

8. Executive Session

9. Adjournment

Evan Teich, Village Administrator

Melody J. Craven, Village Clerk

VILLAGE OF ITASCA COMMITTEE OF THE WHOLE MEETING MINUTES

January 19, 2016 – Immediately Following Village Board Meeting

Call to Order:	Mayor Jeff Pruyn called the meeting to order at 8:12PM.
Roll Call:	Present: Trustees – Marty Hower, Jeff Aiani, Mike Latoria, Frank Madaras, and Lucy Santorsola; Village Clerk – Melody Craven. Also present: Village Administrator – Evan Teich; Chief of Police – Robert O'Connor; Community Development Director – Nancy Hill; Director of Public Works – Ross Hitchcock; Village Engineering Consultant – Al Stefan; Village Attorney – Chuck Hervas. Absent: Trustee Ellen Leahy
Pledge of Allegiance:	Recited at the preceding Village Board meeting.
Audience Participation:	None.
Minutes: (January 5, 2016)	Mayor Pruyn asked if there were any questions or corrections regarding or corrections to the Committee of the Whole Meeting minutes of January 5, 2016 as presented. Hearing none, Trustee Santorsola made a motion to approve said minutes; Trustee Latoria seconded the motion. Motion carried by a unanimous voice vote.
President's Comments:	Mayor Pruyn had no report.
Community Development Committee: Trustee Latoria, Chairperson	Trustee Latoria had no report.
Administration Committee: Trustee Santorsola, Chairperson	Trustee Santorsola had no report.
Environment Committee: Trustee Leahy, Chairperson	Trustee Leahy was absent; there was no report given.
Public Safety Committee: Trustee Madaras, Chairperson	Trustee Madaras had no report.
Public Works/Infrastructure Committee: Trustee Aiani, Chairperson (Robinson Engineering Task Order #13-604)	Trustee Aiani presented discussion and possible action concerning Robinson Engineering Task Order #13-604 for Elgin O'Hare (IL Rt. 390) construction services. Hearing no objections, Trustee Aiani made a motion to approve Robinson Engineering Task Order #13-604; Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.

(Update on IL Rt. 390 construction project by Robinson Engineering)

Mr. Al Stefan of Robinson Engineering gave an update on the IL Rt. 390 construction project. According to Mr. Stefan, the project is moving along according to schedule. The box culvert installation project is complete. Approximately $500,000 was spent in construction costs related to the re-alignment of utilities.

Mr. Stefan continued that Robinson engineering observed and documented all required testing of newly installed sanitary sewers which included mandrel testing of all mainline sections. Proposed retaining wall/sound wall is ongoing along Park Boulevard east of Hamilton Lakes Drive. Wall sections have Village-defined leaf imprints that assist in visual appearance of the wall.

Trustee Santorsola asked if Arlington Heights would become a 4-lane roadway. She stated that it was her understanding, and Mayor Pruyn agreed, that the Board had agreed that Arlington Heights should be increased to 4 lanes. The Mayor stated that it was his opinion that the Tollway was willing to construct Arlington Heights Road as a 4-lane roadway in the area of the Tollway if that was what the Village Board desired. The Board felt that if the 4 lanes were not constructed at this point, it would not be far in the future that it would become necessary to expand the roadway. Al Stefan stated that he would check into the matter and get Trustee Santorsola and the Board an answer.

Finance Committee:
Trustee Hower, Chairperson
(Presentation of 2nd Quarter Financial Report)

Trustee Hower reported that Finance Director Julie Ciesla would present on the Village's 2nd Quarter financial report. Ms. Ciesla presented the financial report stating first that she and Trustee Hower have plans to make this as useful to the Village Board as possible.

Trustee Hower explained that the report provided compares the first six months of the current fiscal year compared to the first six months of the previous year. Highlights of the financial report were that the largest source of revenue is sales tax and the next most stable revenue is property tax.

One of the Village's top five sales tax generator moved out of the Village of Itasca which impacted the 2nd quarter revenues and will also affect the upcoming 3rd and 4th quarter projected revenues.

Mayor Pruyn stated that this report was a big improvement over what we have had provided previously.

Department Heads:

Chief of Police Robert O'Connor reported that the Police Department started planning meetings regarding the Village's Fourth of July event. Wood Dale and Bensenville Police Departments will be participating for that event. Itasca police officers assisted State Police with a fatal accident on the westbound ramp of Thorndale on Sunday, January 17th – a 30-

year-old drove into the back of a parked semi.

Community Development Director Nancy Hill reported the situation concerning the ice on the sidewalk on Walnut Street from Baptist Church has been resolved. Mayor Pruyn thanked Nancy and her staff for helping to reach a resolution. Ms. Hill reported that the Itasca Plan Commission has six items on the agenda. She stated that she would like to arrange a joint Village Board/Plan Commission Meeting sometime in February 2016. Ms. Hill now attends GOA Board Meetings as current President of Itasca Chamber of Commerce.

HR/Risk Management Coordinator Cristina White reported on an update on the personnel manual; the manual is in labor attorney review. Mrs. White expects to receive the reviewed manual on Friday, January 22, 2016.

Mrs. White reported that the Wellness Committee has developed a mission statement; she is very proud of the committee and how engaged and enthusiastic the members are. The next wellness event is planned for February 25, 2016.

Village Engineering Consultant Al Stefan had no report.

Public Works Director Ross Hitchcock had no report.

Finance Director Julie Ciesla reported that the Village is in the process of putting the budget together. Ms. Ciesla reported that the letters regarding water rates will be going out the end of the week or beginning of next week.

Village Administrator Evan Teich reported that Village of Itasca will be hosting a Public Open House by ComEd on February 11, 2016 from 4:00 to 7:00PM regarding the proposed West Central Reliability Project. The project is a new 138kV electric transmission line to be constructed on steel poles between ComEd's existing substations near the communities of Bartlett and Itasca. The line connects these substations and crosses DuPage and Cook counties primarily along the Elgin-O'Hare (IL Rt. 390) corridor.

Mr. Teich further stated he would be attending a meeting regarding the proposed ComEd electric transmission lines on Friday, January 2, 2016. He and Mayor Pruyn would be meeting regarding Tollway economic development on Thursday, January 21, 2016.

Mr. Teich presented discussion regarding a proposed Business Visitation Program. As part of an effort to increase business engagement, Mr. Teich explained that the Business Visitation Program involved Village representatives to visit strategic businesses on an annual basis.

Village Clerk Melody Craven had no report.

Village Attorney Chuck Hervas had no report.

Executive Session: Executive Session was called to order at 9:45PM.

Reconvene: Mayor Pruyn reconvened the regular Committee of the Whole Meeting at 11:04PM.

Adjournment: Trustee Santorsola made a motion to adjourn the Village Board meeting at 11:05PM; Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.

Minutes by: Melody J. Craven, Village Clerk

Village of Itasca - Memorandum
Administration Department

Date: January 27, 2016

To: Mayor Pruyn and the Village Board of Trustees

From: Evan Teich, Village Administrator Coordinator

Subject: Merit Increase Plan Options for Non-Union Employees

A merit proposal was listed as a goal of the Village Administrator by the Village Board in September 2015. I have prepared two options for you to present to the Village Board for consideration for the upcoming fiscal year (5/1/16-4/30/17).

Merit Options for Consideration

Option 1

The first option creates a 3% cap on merit and the elimination of the Cost of Living Adjustment (COLA) increase for non-union employees. Below is a table of those raises since 2013.

Year	Average COLA of 3 Union Contracts/COLA Increase for Non-Union Employees
2015	2.65%
2014	2.75%
2013	2.50%

With this in mind, Option 1 shows a 2.6% merit increase for those employees that meet expectations as identified in annual performance evaluations. For those that exceed expectations and are top performers, Option 1 includes an additional 0.20% merit for each respective category. This is proposed in an effort to keep non-union employee increases as competitive as possible with the internal comparables, while observing a 3% cap.

Staff's main goal with Option 1 is to avoid demotivating employees and to provide some financial incentive to reward employees for going above and beyond performance standards.

Please be advised that Option 1 will not resolve internal compression issues. As we have discussed previously, union COLA and step increases far outpace the increases of non-union employees and this is what creates compression issues. Additionally, Option 1 will not resolve our issues with comparability between Itasca and other communities. We will likely see our non-union employees lose ground among their counterparts in other communities, especially if they have steps.

Option 2

With Option 2, staff looked at a way to address compression issues and keep salaries competitive with both internal and external comparables. Option 2 builds on Option 1 by increasing the cap from 3.0% to 3.50% for our top performers. This option provides slightly more separation between each of the higher performance categories, thereby providing a greater financial incentive for better performance.

In an effort to address competitiveness with like communities, Option 2 also includes a biannual review of the salary ranges and a review of each non-union employee's placement within his or her respective range. An employee that has fallen behind in the range or is in the incorrect placement given his or her experience, knowledge, skills, and abilities would be eligible for up to an additional 4% increase at the discretion of the Village Administrator, based on their annual evaluation to allow for movement within the range.

While staff believes Option 2 will allow an opportunity to keep non-union employees more competitive with both internal and external comparables, it is important to note that it may not resolve every issue. There still may be circumstances that require additional consideration.

MERIT

Option 1	Needs Improvement	Meets Expectations	Exceeds Expectations	Top Performer
	0%	2.60%	2.80%	3.00%

Option 2*	Needs Improvement	Meets Expectations	Exceeds Expectations	Top Performer
	0%	2.60%	3.00%	3.50%

*This option would include a re-evaluation of current salaries every other year with up to an additional 4% available for adjustments to keep employees competitive with external and internal comparables.

I am recommending that the Village Board adopt Option 2 and have the Village Administrator report to the Village Board the results on an annual basis, ie. The total percentage salary increase, based on evaluations and any salary adjustments for employees within their range.

And, in future years the Village Board can reset the chart based on new information or economic factors.

Merit memo to VB by et jan 2016

550 W. Irving Park Road, Itasca, Illinois 60143-2018
630-773-0835 • Fax 630-773-2505 • www.itasca.com

Memorandum

TO: Mayor Jeff Pruyn
Itasca Board of Trustees

FROM: Leigh Fabbri, Contract Building Inspector
Nancy Hill, Community Development Director

DATE: January 27, 2016 for
February 2, 2016 Village Board COW Meeting

RE: **Further Amendments to International Fire Code and Update to Brycer Contract for Services**

The Village of Itasca and the Itasca Fire Protection District currently requires by respective ordinances that records of all system (fire sprinklers) inspections, tests, and maintenance be submitted to a third party inspection and reporting system at a rate of $10 per inspection. Brycer, LLC, service as the third party vendor on behalf of both the Village of Itasca and the Itasca Fire Protection District.

Brycer is now proposing a fee increase from $10 per inspection to no more than $15 per inspection. The building or property owner's contractor that performs the actual inspection, tests, and maintenance, pays the fee directly to Brycer. Brycer also currently provides additional services to the Village and Fire Protection District, including staffing a call center to follow up on any delinquent inspections.

The attached ordinance modifies the Village Code to reflect the proposed fee increase. The attached resolution modifies the current contract with Brycer to also reflect the fee increase.

Should you have any questions, please contact Leigh Fabbri or Nancy Hill in advance of the meeting.

RESOLUTION NO. 840-16

A RESOLUTION AUTHORIZING EXECUTION OF A PROPOSAL LETTER BETWEEN THE VILLAGE OF ITASCA AND BRYCER, LLC

WHEREAS, structures and buildings erected and constructed in the Village of Itasca must be inspected to ensure compliance with the fire prevention codes of the fire protection districts covering the Village of Itasca, as well as the laws of the County of DuPage and State of Illinois relating to building construction and fire protection; and,

WHEREAS, the corporate authorities of the Village of Itasca believe it is in the best interest of the Village to adopt a third party inspection reporting system for the submission of inspection reports; and,

WHEREAS, Brycer, LLC, shall, through the use of its technical proprietary software, maintain an online database that will electronically file, store and maintain all inspection reports and information entered into the database by inspectors, send notices of upcoming and past-due inspections, as well as completed inspection reports which contain one or more deficiencies, and shall make all information and reports relating to the Village available to the Village staff and inspectors 24 hours per day on each business day; and,

WHEREAS, Brycer, LLC, shall provide its services to the Village of Itasca under terms that are reasonable and acceptable to both parties, as comprised in the Proposal Letter attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, pursuant to Section 8-1-7(b) of the Illinois Municipal Code, the Village of Itasca is authorized to enter into a contract with professional consultants who require technical training and knowledge; and,

WHEREAS, the corporate authorities of the Village of Itasca wish to accept the Proposal Letter, Exhibit A, and authorize the Itasca Village Administrator to execute it on the Village of Itasca's behalf.

NOW, THEREFORE, BE IT RESOLVED by the Village Mayor and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve the Proposal Letter attached as Exhibit A between Brycer, LLC, and the Village of Itasca for the use of Brycer's proprietary software related to building inspection reports.

SECTION TWO: The Village Administrator is hereby authorized to sign and execute the Proposal Letter on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this _____ day of _____, 2016.

APPROVED:

_____
Village President Jeffery Pruyn

ATTEST:

_____
Village Clerk Melody J. Craven

BRYCER, LLC
4355 Weaver Parkway, Suite 100
Warrenville, IL 60555

January 18, 2016

Village of Itasca
550 W. Irving Park Road
Itasca, IL 60143

Re: "The Compliance Engine"

Dear Mr. Pruyn:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the Itasca Fire Protection District("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 30 days after the expiration or termination of the Term.

2. **Fees**: Client shall not pay any fees for use of the Solution, but the not to exceed amount of $15.00 per inspection shall be paid to Brycer by the company responsible for submitting the inspection

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and transformation definitions with attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data (b) disclose Client data except as required by law.
- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.

- ***Notices***. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center.*** Brycer will make phone calls on behalf of the Client to the property and/or the service provider for all fire and life-safety systems overdue for service and/or with open violations on dates automatically tracked within the database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 7.0, Firefox version 3, Chrome 2 or Safari 4 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[jurisdiction]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Ordinances***. Client shall take all actions necessary to amend all ordinances, codes, regulations and other applicable laws to require the use of the Solution by third party inspectors.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of_____, 20____:

_____

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

2. Proprietary Rights. All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

4. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

5. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.

6. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

7. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**

8. **LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**

9. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or

failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

10. Mutual Indemnification. Client and Brycer will defend and indemnify the other against any claim, demand, suit or proceeding made or brought against the Client or Brycer arising out of the acts, omissions or negligence in the performance of their respective obligations under the Agreement. Client and Brycer shall each be responsible for their own acts, omissions and/or negligence.

11. Termination. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

12. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

13. Beneficiaries. There are no third party beneficiaries to the Agreement.

14. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

15. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

16. Assignment. The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.

17. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the ether party and neither party may represent that it has such authority.

18. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE IN ILLINOIS AND THAT ARE TO BE WHOLLY PERFORMED IN ILLINOIS WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF ILLINOIS. THE PARTIES IRREVOCABLY AGREE THAT ALL LOCAL OR STATE ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE COUNTY OF DUPAGE, STATE OF ILLINOIS. THE PARTIES IRREVOCABLY AGREE THAT ALL FEDERAL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGTED ONLY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

20. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

21. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

22. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available between 24 hours per day on each business day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Recipient at least 99.5% of the time or better and Developer shall use reasonable efforts to provide Recipient with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Recipient within two hours of the call and/or message and all emails from Recipient within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email, work number and cell phone.

ORDINANCE NO. 1789-16

AN ORDINANCE AMENDING ORDINANCE NOS. 1601-11 AND 1603-12
TO ADD LANGUAGE TO AMENDMENT TO THE INTERNATIONAL FIRE CODE

WHEREAS, on December 13, 2011, the corporate authorities of the Village of Itasca approved and passed Ordinance Number 1601-11: An Ordinance Amending the International Fire Code in the Itasca Code of Ordinances, which is attached hereto as Exhibit A; and,

WHEREAS, on _____, the corporate authorities of the Village of Itasca approved and passed Ordinance Number 1603-12: An Ordinance Amending Ordinance No. 1601-11 to Add Language to Amendment to the International Fire Code, which is attached hereto as Exhibit B; and,

WHEREAS, Ordinance Nos. 1601-11 and 1603-12 amended the International Fire Code in the Itasca Code of Ordinance to require records of all system inspections, tests and maintenance to be submitted to Brycer, LLC, a third party inspection reporting system; and,

WHEREAS, the corporate authorities of the Village of Itasca wish to amend Ordinance Nos. 1601-11 and 1603-12 to increase Brycer, LLC's fee from $10.00 to $15.00 per inspection.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: Village of Itasca Ordinance Number 1601-11: An Ordinance Amending the International Fire Code in the Itasca Code of Ordinances, and Village of Itasca Ordinance Number 1603-12: An Ordinance Amending Ordinance No. 1601-11 to Add Language to Amendment to the International Fire Code, is hereby amended as follows:

> SECTION ONE: Chapter 150, Section 150.37 of the Village of Itasca Municipal Code is hereby amended, with the following to be added:
>
> 901.6.2 (CHANGE AS FOLLOWS) Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be provided to the fire district, by the company performing the inspection(s), through the third party inspection reporting system, Brycer LLC, at a fee of $15.00 per inspection.

SECTION TWO: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION THREE: Any and all policies, resolutions or ordinances in conflict with the provisions of this ordinance shall be, and they are hereby, repealed.

SECTION FOUR: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this ____ day of _____, 2016.

APPROVED:

_____
Village President Jeffery J. Pruyn

ATTEST:

_____
Village Clerk Melody J. Craven

Village of Itasca
Community Development Department
550 West Irving Park Rd. Itasca, IL 60143
Phone: 630/773-5568 Fax: 630/773-0852
e-mail: smalik@itasca.com
www.itasca.com

MEMORANDUM

TO:	President Jeff Pruyn Village Board of Trustees	**RE:**	PC 16-003 Zippy Shell 751 N. Rohlwing Rd. Special use for outdoor storage
FROM:	Shannon L. Malik, AICP Planner III	**COTW:**	February 2, 2016
CC:	File	**ENCL:**	Plan Commission staff report w/attachments

Background

Zippy Shell is a new concept in moving and storage, similar to POD "on demand" storage on a smaller scale. The company operates nationally and has three locations in the Chicagoland area. They plan to replace a North Aurora site with the proposed Itasca facility.

The request before the Village Board is as follows:

1. Special use for outdoor storage in the M Limited Manufacturing District.

Plan Commission Recommendation

The Plan Commission conducted a public hearing on this matter on January 20, 2016. No members of the public were present to speak for or against the proposal. The Plan Commission reviewed the required Findings of Fact and recommended ***unanimous approval*** (5-0) of the special use subject to the following conditions, as recommended by staff:

1. Permit documents and business license application must be in substantial compliance with Plan Commission/Village Board submittal. Approval is contingent upon passing a new tenant inspection and receiving a business license.

2. The project must comply with all Village Ordinances, and Building Codes.

3. The variance will become null and void if permits and licenses have not been applied for within one year.

4. Parking lot pavement and striping must be maintained at all times.

5. No vehicle maintenance is permitted.

6. No parking or standing of vehicles related to the business is permitted on public streets.

7. Parking of business vehicles including passenger trucks with hitches and trailers with cages is limited to the number of spaces identified on conceptual site plan as "Proposed Trailer Storage".

Village of Itasca
Community Development Department
Plan Commission
Agenda Item

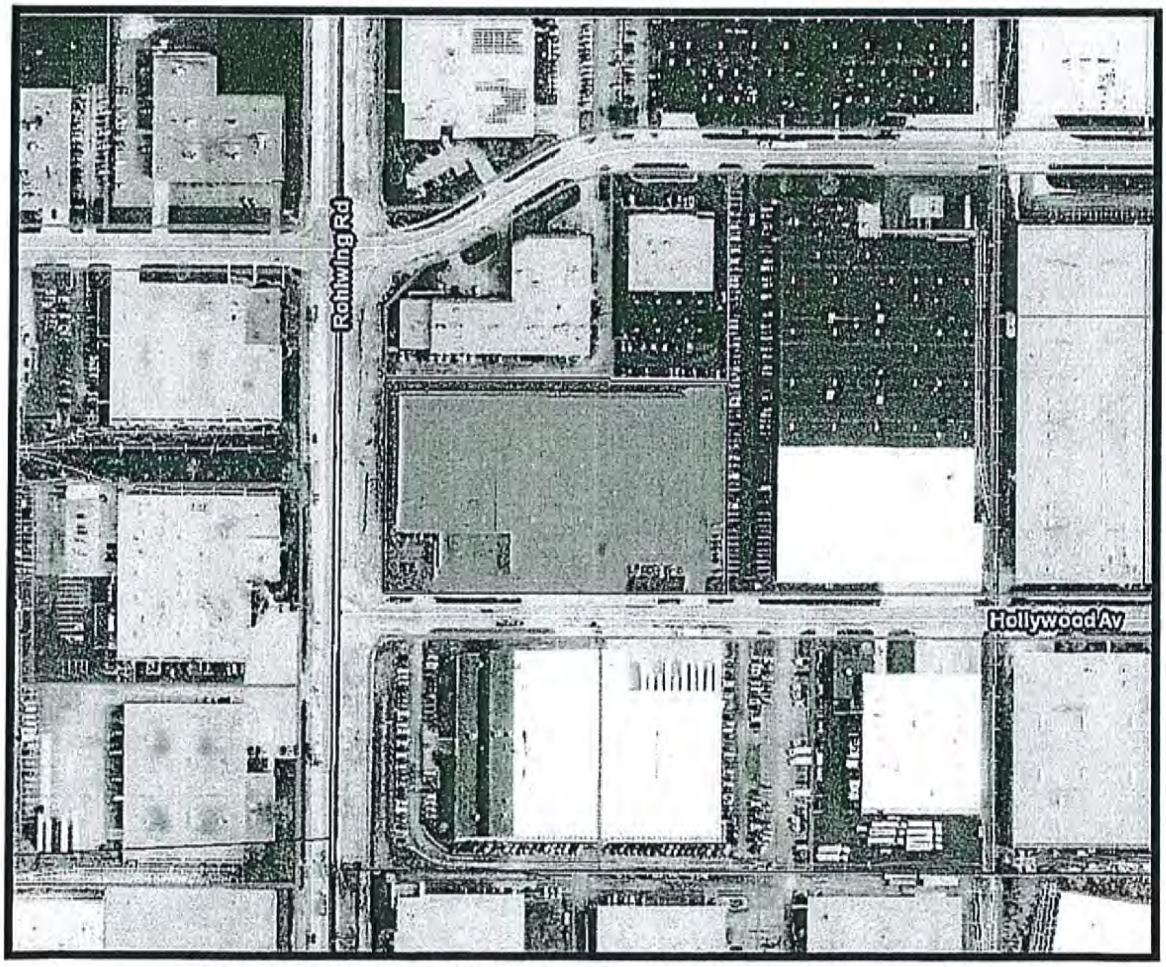
PUBLIC HEARING:	**January 20, 2016**	**PC 16-003**

TITLE: Zippy Shell
ADDRESS: 751 N. Rohlwing Rd.
PIN: 03-06-302-015

Sheri Tretina of Zippy Shell with Steven Feiger, property owner, for the following:

A. Special Use for outdoor storage in the M Limited Manufacturing District.

LOCATION



Subject property shaded in red (Source: DuPage County GIS)

GENERAL INFORMATION

Current Use:	Warehousing/Sales
Proposed Use:	Warehousing/Sales/Storage
Current Zoning:	M Manufacturing

BACKGROUND

The subject property is zoned M Manufacturing and is surrounded by properties that are similarly zoned within the Central Manufacturing District. The lot has street frontage on both Rohlwing Road and Hollywood Avenue.

The building has two tenant spaces. The west unit is the location of Crawford Supply which specializes in the distribution and sales of plumbing, heating, kitchen, and bath supplies. The east unit measures 30,000 square feet and is available for lease. The total area of the building is approximately 109,000 square feet.

Zippy Shell is a new concept in moving and storage which can be viewed as similar to POD "on demand" storage but on a smaller scale. The business offers delivery and pick up of storage cages in two sizes:

- 7'x7'x8'= 350 cubic feet of storage
- 7'x7'x15= 675 cubic feet of storage

A customer can order delivery of a cage to a specific location and it will be dropped off by one of two passenger pickup trucks at the Itasca facility. The customer will then fill it and schedule a pickup time so that the truck can return and haul the packed cage away in order to be stored indoors at the warehouse location. Please refer to flier provided within the applicant's submittal to see how the cages are stacked, pallet style, inside of Zippy Shell facilities.

Currently, Zippy Shell has three locations in metro Chicago, including North Aurora, West Chicago, and Downtown Chicago. The Itasca location is intended to replace the one in North Aurora.

In order to operate at this location, the applicant is requesting approval of a special use permit in order to conduct ancillary outdoor storage.

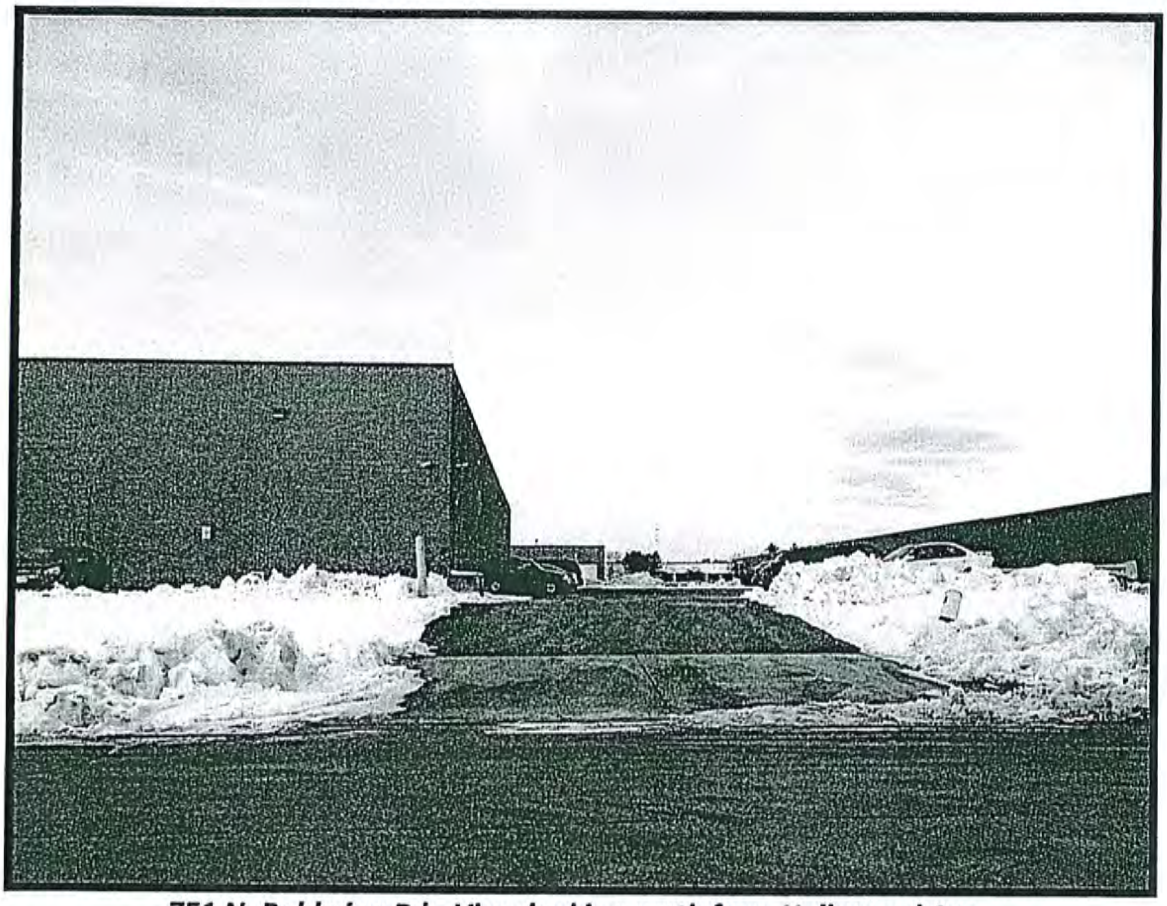
ZONING ANALYSIS

Indoor warehouse and storage is considered a permitted use within the M Limited Manufacturing District.

Special Use for Outdoor Storage

A special use is required because there will be some outdoor staging of the vehicles and trailers with cages for those storage units being delivered or recently returned.

Section 11.03(2)(g) of the Code allows for the application of a special use for those uses not expressly listed, as long as they are operated in compliance with performance standards within the M district and compatible with the use and occupancy of adjoining properties.



751 N. Rohlwing Rd.- View looking north from Hollywood Ave.

Parking

Parking for the proposed use will be located at the rear of the building, approximately 477' feet back from the Rohlwing Road property line.

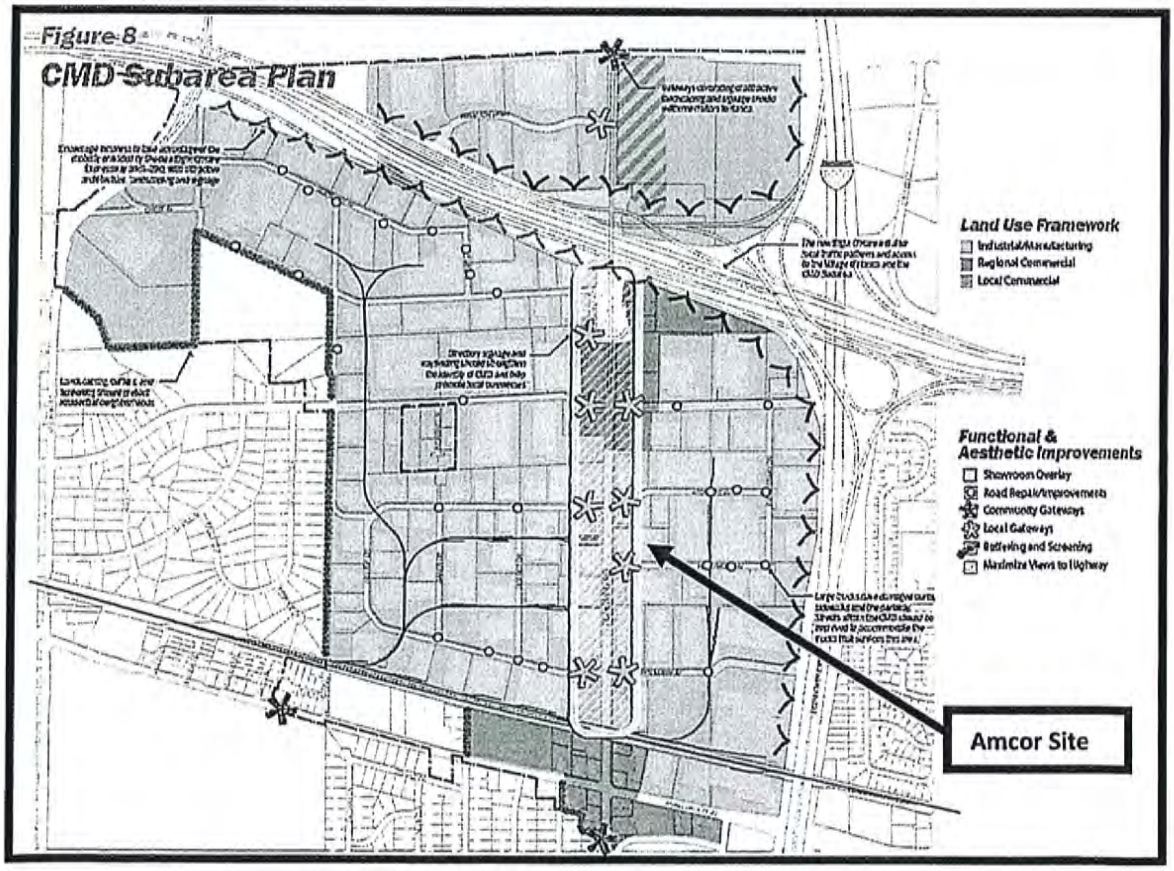
The Zippy Shell tenant space measures approximately 30,000 square feet and will not have a front end office. The parking requirement for the warehouse and storage facility of a unit of this size is 15 spaces, based on 1 space being required for every 2,000 square feet of area. (Zoning Ordinance Section 12.05(3)(b).

Crawford Supply has a 70,000 square foot unit. Approximately 2,000 square feet are used for offices, resulting in a parking requirement of 6 spaces, and the balance is used for warehouse, storage, and display, resulting in a parking requirement of 34 parking spaces. The total number of required parking spaces for the mix of uses within the Crawford Supply unit is 40.

The entire building, including Crawford Supply and Zippy Shell, has an on-site parking requirement of 55 spaces. The site has a total of 79 parking spaces which are to be shared between both tenants, and therefore, the total number of available parking spaces is adequate for the two uses.

Comprehensive Plan Consistency

This proposal is consistent with the newly adopted 2015 Comprehensive Plan and meets the Industrial/Manufacturing criteria.



Further, the proposal supports the Plan's suggestion to maximize the commercial potential of parcels fronting on Rohlwing Road by allowing showrooms along Rohlwing Road. Crawford Supply has the west unit of the building and more of a storefront on the

primary frontage. If the special use request is approved, the east unit will be reserved for this storage use, although there may be some ancillary sales of packing materials.

FIRE DISTRICT ANALYSIS

The Community Development Department has reviewed the application with the Itasca Fire District. Fire Prevention Bureau Director Fabbri provided the attached review comments, dated January 8, 2016.

The District requested additional information in order to verify that parking requirements are met. Since that time, the Community Development Department worked with the petitioner and property owner to obtain information on the breakdown of uses and square footage within each unit and conformance with the parking requirements of the Zoning Ordinance was confirmed as indicated above.

The District requests that any approval be contingent upon Zippy Shell obtaining a business license and completing a new tenant inspection at the appropriate time. This comment is reflected in the staff recommended conditions of approval enumerated below.

STAFF RECOMMENDED CONDITIONS OF APPROVAL

1. Permit documents and business license application must be in substantial compliance with Plan Commission/Village Board submittal. Approval is contingent upon passing a new tenant inspection and receiving a business license.

2. The project must comply with all Village Ordinances, and Building Codes.

3. The variance will become null and void if permits and licenses have not been applied for within one year.

4. Parking lot pavement and striping must be maintained at all times.

5. No vehicle maintenance is permitted.

6. No parking or standing of vehicles related to the business is permitted on public streets.

7. Parking of business vehicles including passenger trucks with hitches and trailers with cages is limited to the number of spaces identified on conceptual site plan as "Proposed Trailer Storage".

REQUIRED FINDINGS OF FACT

Per Section 14.11(7), the Plan Commission is required to make the following findings should it make a favorable recommendation on the Special Use Permit application:

1. The approval of such Special Use is in the public interest and is not solely for the interest of the applicant;
2. The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
3. Such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity; and
4. The proposed use will comply with the regulations and conditions specified in the Itasca Zoning Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

The applicant has responded to the required Findings of Fact within the Petition for Special Use.

DOCUMENTS ATTACHED

1. Applications signed December 17, 2015.
2. Boundary and Topographic Survey prepared by Barrington Engineering Consultants, LTD., dated October 9, 2007.
3. Survey/Parking Site plan indicating location of proposed trailer storage.
4. Zippy Shell informational materials.
5. Itasca Fire Protection District review comments from Fire Prevention Bureau Director Fabbri, dated January 8, 2016.

PETITION FOR SPECIAL USE

Village of Itasca Plan Commission
c/o Community Development Department
550 W. Irving Park Rd.
Itasca, IL 60143
(Ph): 630-773-5568 (F): 630-773-0852
comdev@itasca.com

Date Submitted: 12/18/15

ALL ITEMS MUST BE COMPLETE TO PROCESS APPLICATION

Address(es) of Property: 751 N Rohlwing Rd

Owner(s) of Property: ZJB Properties

Petitioner(s) (if other than owners): Zippy Shell

Existing Use: Crawford Supply Zoning: M

P.I.N. #(s): 03-06-302-015 Lot Size (sq. ft.): 168,142 SF

Please answer the following questions (you may attached additional sheets if needed):

1.) Please provide a detailed description of the use requested.

Zippy Shell Moving & Storage hopes to utilize the space to store containers for our residential customers in the Chicago area. These containers are steel cages with 16' x 7' x 7' dimensions. We also will be storing containers for use with local and long distance moves. We use a forklift to stack and retrieve our stored containers.

Our customers rarely visit our warehouse; it is the true exception.

We generally park our empty shell trailers that are +/- 20' long and are used to haul the containers to or from our customers' premises, and are stored overnight in the facility parking lot.

We and our franchisees have over 50 such warehouses nationwide and we have never had an issue with the surrounding neighbors or businesses.

2.) Please explain how the special use requested is in the interest of the public and is not solely for the interest of the applicant.

We are a very good neighbor. We do not generate noise or pollution or a public nuisance. Our stored items are household goods. Our business hours are 8am-5pm Monday through Saturday. We also sell packaging and moving supplies that generate sales taxes.

3.) Explain the reasons why the special use is necessary or desirable for the public convenience and how it will contribute to the general welfare of the neighborhood or community at this location.

We have hundreds of customers across the Chicago area. We provide quality moving and storage services. We provide employment to drivers, warehousemen, salespeople, etc. who pay taxes and we pay taxes on our revenues.

4.) Will the special use be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity? Please explain your answer.

Absolutely not. Our containers are filled with household items. We do not store any gasoline related goods or items that may create an environmental hazard. We use pick-up trucks and not tractor trailers to haul our trailers. Our trailers are decorated very nicely and they do not look overly commercial.

5.) What effect will the use have on property values and improvements in the vicinity? Please explain your answer.

Our trailers will not have an adverse impact on the vicinity because they are pleasing to the eye and they are empty. We have never had a community question our impact on their property values or improvements in the vicinity. Also, we feel as if our use and business fit in quite nichely with the business park and some of the other companies in the park.

Owner's Name(s): Steven Feiger

Address: 751 N. Rohlwing Rd
Itasca, IL 60143

Phone: 847-380-8299
Email: sfeiger@crawfordsupply.com

Petitioner's Name(s): Sheri Tretina

Address(es): 444 Coventry Circle
Glendale Heights, IL 60139

Phone: 847-903-9654
Email: stretrina@zippyshell.com

Agent or Attorney (if applicable)

Name: Michael Androwich
Firm: Lee & Associates of Illinois
Address: 9450 W. Bryn Mawr Ave, Suite 550
Rosemont, IL 60018
Phone: 708-574-5516
Email: mjandrowich@lee-associates.com

Site Planner or Engineer (if applicable)

Name:
Firm:
Address:
Phone:
Email:

THE LEGAL TITLEHOLDER MUST SIGN THE PETITION. Where the property is held in trust, the trust officer must sign the petition and include a letter naming all beneficiaries of the trust and authorizing the below signed person to act on the matters related to this petition request. The undersigned acknowledges and agrees that this application and all documentation submitted becomes public record and may be viewed by the public.

I/WE _____ DO HEREBY CERTIFY OR AFFIRM THAT I/WE ARE THE OWNER(S) OF RECORD OF THE AFORESAID DESCRIBED PROPERTY AND HEREBY MADE APPLICATION AS SUCH.

Signature: Julian Feiger - MGR Date: 12-17-2015

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 17 DAY OF December 20 15

Pauline Malko
NOTARY PUBLIC

OFFICIAL SEAL
PAULINE MALKO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/07/2019

ITASCA FIRE PROTECTION DISTRICT NO. 1
520 W. IRVING PARK ROAD, ITASCA, IL 60143

James F. Burke, Jr.
Fire Chief
Administration: 630-773-1223
Fire Prevention: 630-773-1240
Fax: 630-773-3381

January 8, 2016

To: Ms. Shannon Malik

From: Leigh Fabbri, Director
Bureau of Fire Prevention

Subject: Zippy Shell Moving & Storage, 751 N Rohlwing Road

I have reviewed the petition for special use submitted by Zippy Shell Moving & Storage to park trailers along the east side drive of 751 N Rohlwing Road.

Granting this request will reduce the number of available parking spaces at this building by approximately 23 spaces. I recommend that the petitioner provide sufficient information to verify that the remaining spaces will meet the requirements of the Itasca Zoning Ordinance.

Approval should also be contingent on the Zippy Shell Moving & Storage completing a new tenant inspection and obtaining a business license for the warehouse space, I presume they will occupy.

The Itasca Fire Protection District has no further comments or objections to approval of this request.

Sincerely,

Leigh A. Fabbri

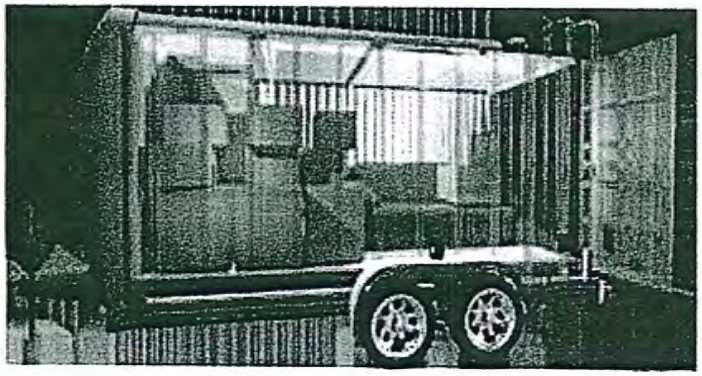
Zippy Shell Delivery System

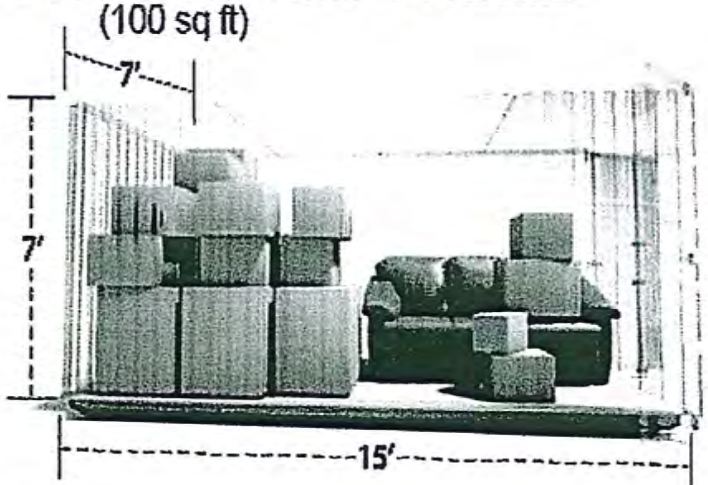
zippyshell™

Storage and Moving that makes life simple

Zippy Shell Container System zippyshell

- Each 15 foot container can hold approximately 5,000 lbs.
- Average weight per container is 3,200 lbs.

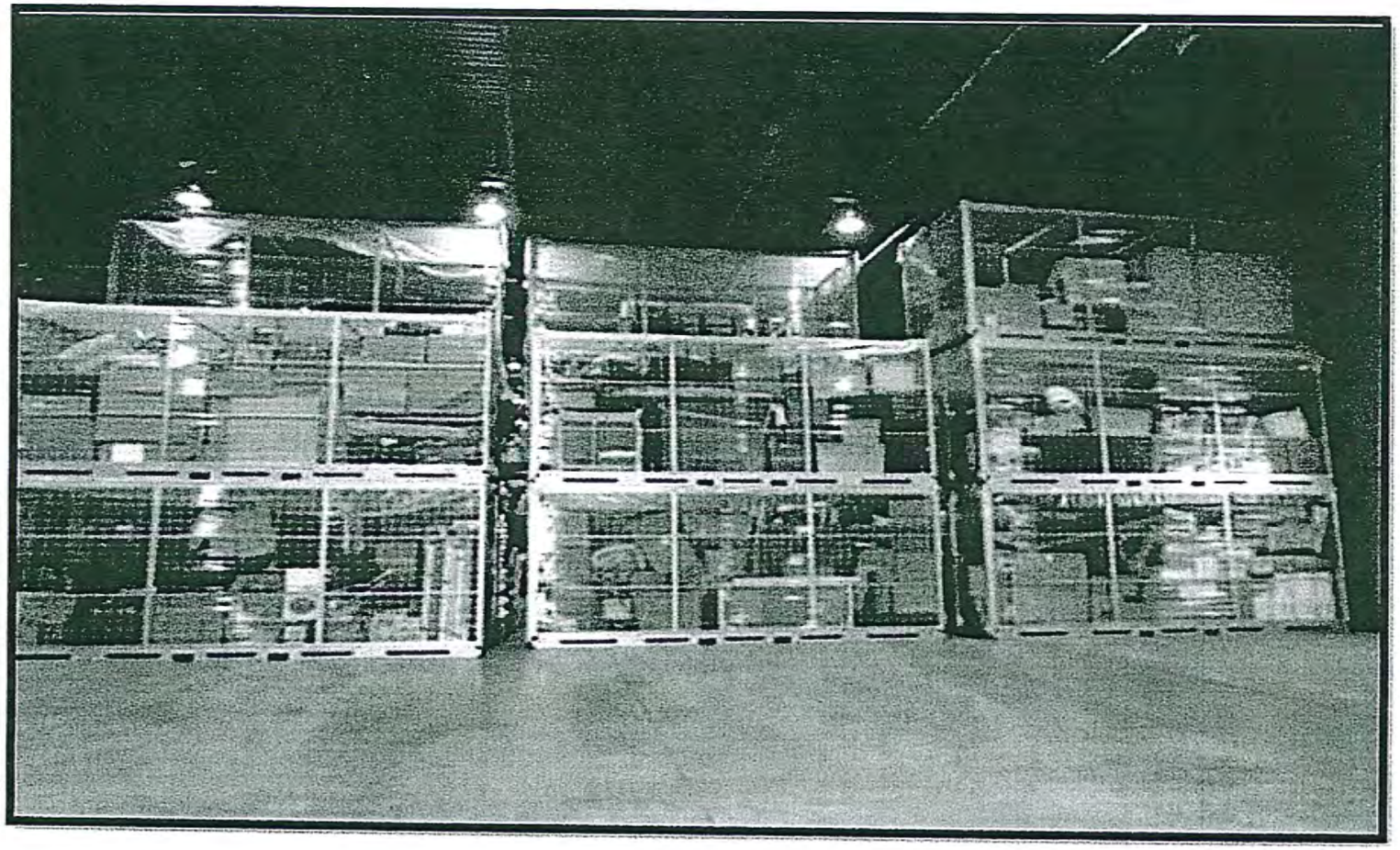




Storage and Moving that makes life simple

Zippy Shell Storage System

zippyshell™



Storage and moving that makes life simple

Do your customers need storage? Short or long term available.
Back your truck into our dock and load a unit easily!

Your Customer's Benefits

- We will price match local storage facilities
- Decreased handling **reduces risk of damage**
- Unlimited storage capacity
- Ship the container **nationwide** with 1 phone call
- Move out works the same - come load your truck or we can deliver to customer and meet you there

Your Benefits

- Your truck backs into our dock right to the storage unit
- No winding hallways, valet carts and dollies needed
- You save your customers money and look awesome!

2 sizes available (as many as you need):

-7' x 7' x 15' = 675 cubic feet
-7' x 7' x 8' = 350 cubic feet

Tell customers to call 855-ZIPPY-NOW
or go to www.zippyshell.com to book!

(855) ZIPPY-NOW

Storage Simplified

zippyshell™

we DELIVER you PACK we PICK UP and STORE

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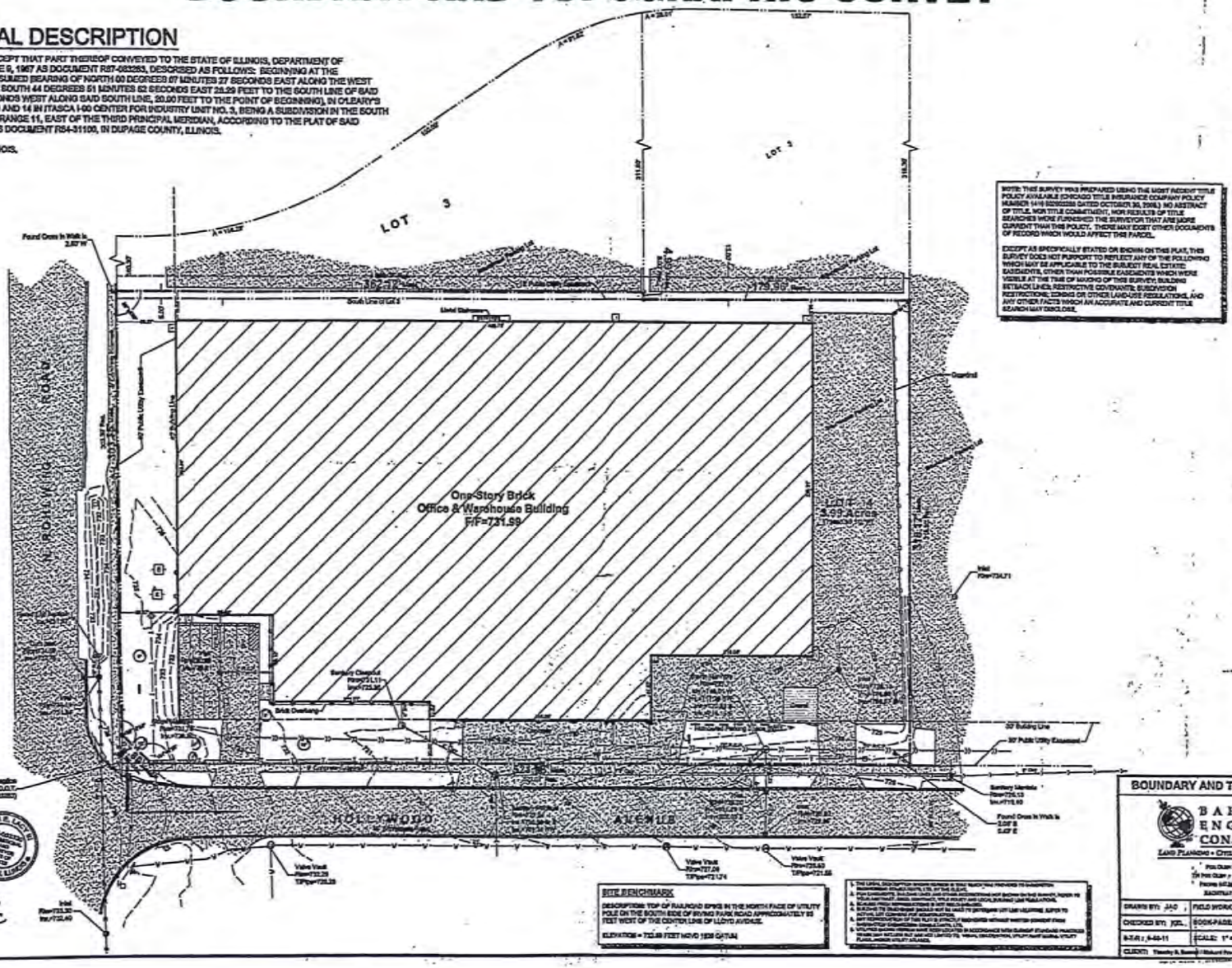
BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

THE SOUTH 5 FEET OF LOT 3 TOGETHER WITH LOT 4 (EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JUNE 6, 1967 AS DOCUMENT R67-083283, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 52 SECONDS EAST 28.29 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 90 DEGREES 51 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING), IN O'LEARY'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 12, 13 AND 14 IN ITASCA I-90 CENTER FOR INDUSTRY UNIT NO. 3, BEING A SUBDIVISION IN THE SOUTH HALF OF FRACTIONAL SECTION 6, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'LEARY'S RESUBDIVISION, RECORDED APRIL 30, 1984 AS DOCUMENT R84-31100, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: 751 N. ROHLWING ROAD, ITASCA, ILLINOIS.



NOTE: THIS SURVEY WAS PREPARED USING THE MOST RECENT TITLE POLICY AVAILABLE (CHICAGO TITLE INSURANCE COMPANY POLICY NUMBER 1418 [illegible] DATED OCTOBER 30, 2006.) NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR THAT ARE MORE CURRENT THAN THIS POLICY. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THE PARCEL.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

LEGEND

SITE BENCHMARK

DESCRIPTION: TOP OF RAILROAD SPIKE IN THE NORTH FACE OF UTILITY POLE ON THE SOUTH SIDE OF ROHLWING PARK ROAD APPROXIMATELY 85 FEET WEST OF THE CENTER LINE OF LLOYD AVENUE.

ELEVATION = 732.88 FEET NGVD 1929 DATUM

1. THE LEGAL DESCRIPTION SHOWN IS THE SAME AS THAT PROVIDED TO BARRINGTON ENGINEERING CONSULTANTS, LTD. BY THE CLIENT.
2. NO EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY MAY EXIST. REFER TO APPLICABLE DEED, MORTGAGE, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCES.
3. BEARINGS FIELD REPRESENTING NORTH IS NOT REFLECTED.
4. ALL DISTANCES SHOWN ARE MEASURED IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
5. ANY REPRODUCTIONS OF THIS PLAT IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT FROM BARRINGTON ENGINEERING CONSULTANTS, LTD.
6. UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED IN ACCORDANCE WITH CURRENT STANDARD PRACTICE FOR ONE OR MORE BUILDING TRACT AND NOT LIMITED TO, VISUAL DESCRIPTION OF PUBLIC RIGHT OF WAY, UTILITY PLANTS, UNDER UTILITY GROUNDS.

BOUNDARY AND TOPOGRAPHIC SURVEY

BARRINGTON ENGINEERING CONSULTANTS, LTD.

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS

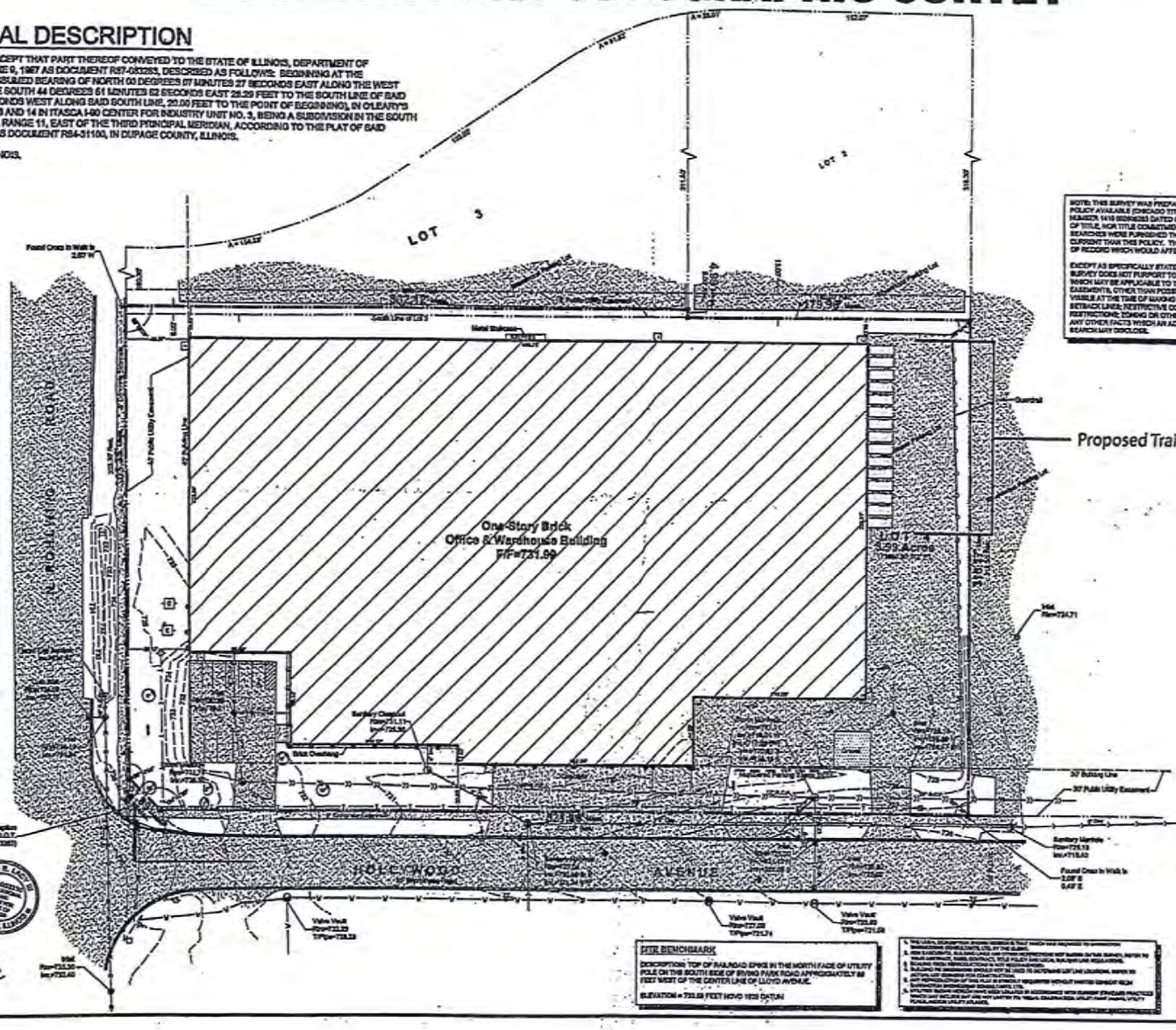
DRAWN BY: JAO	FIELD WORK DATE: 03-23-07	REVISIONS
CHECKED BY: JGL	BOOK-PAGE: 1109-03, 1013-11	
8-31-11 / 8-30-11	SCALE: 1" = 30'	
CLIENT: Timothy S. Sweeney / Richard Power & Associates, P.C.		PROJECT NO: 12480-0

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

THE SOUTH 5 FEET OF LOT 3 TOGETHER WITH LOT 4 (EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JUNE 9, 1987 AS DOCUMENT R87-083283, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 52 SECONDS EAST 28.29 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 89 DEGREES 51 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING), IN O'LEARY'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 12, 13 AND 14 IN ITASCA I-90 CENTER FOR INDUSTRY UNIT NO. 3, BEING A SUBDIVISION IN THE SOUTH HALF OF FRACTIONAL SECTION 6, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'LEARY'S RESUBDIVISION, RECORDED APRIL 30, 1984 AS DOCUMENT R84-31100, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: 751 N. ROHLWING ROAD, ITASCA, ILLINOIS.



NOTE: THIS SURVEY WAS PREPARED USING THE MOST RECENT TITLE POLICY AVAILABLE (CHICAGO TITLE INSURANCE COMPANY POLICY NUMBER 1410 0026625 DATED OCTOBER 30, 2006.) NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR THAT ARE MORE CURRENT THAN THIS POLICY. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

LEGEND

SITE BENCHMARK

DESCRIPTION: TOP OF RAILROAD SPIKE IN THE NORTH FACE OF UTILITY POLE ON THE SOUTH SIDE OF BYING PARK ROAD APPROXIMATELY 80 FEET WEST OF THE CENTER LINE OF LLOYD AVENUE.

ELEVATION = 733.89 FEET NGVD 1929 DATUM

BOUNDARY AND TOPOGRAPHIC SURVEY

BARRINGTON ENGINEERING CONSULTANTS, LTD.

LAND PLANNING • CIVIL ENGINEERING • LAND SURVEYING

DRAWN BY: JAC	FIELD WORK DATE: 09-22-07	REVISIONS
CHECKED BY: KEL	BOOK/PAGE: 1999-63, 1915-11	
9-17-07 / 9-20-07	SCALE: 1" = 30'	PROJECT NO: 12480-0

Village of Itasca
Community Development Department
550 West Irving Park Rd. Itasca, IL 60143
Phone: 630/773-5568 Fax: 630/773-0852
e-mail: smalik@itasca.com
www.itasca.com

MEMORANDUM

TO:	President Jeff Pruyn Village Board of Trustees	**RE:**	PC 16-005 Elk Grove Park District 1375 Arlington Heights Rd. Amend special use and Class I site plan
FROM:	Shannon L. Malik, AICP Planner III	**COTW:**	February 2, 2016
CC:	File	**ENCL:**	Plan Commission staff report w/attachments

Background

In 1993, the Village of Itasca and the Elk Grove Village Park District entered into an intergovernmental agreement which annexed the property commonly known as Elk Grove Park District's Community Athletic Fields into the Village of Itasca. At that time, a special use was also granted to permit a park with recreational and playground facilities. The Elk Grove Park District now plans to replace their amenity building and add a small storage/maintenance building.

The request before the Village Board is as follows:

1. Amend special use for new amenity and storage facilities.
2. Class I site plan approval.

Plan Commission Recommendation

The Plan Commission conducted a public hearing on this matter on January 20, 2016. No members of the public were present to speak for or against the proposal. The Plan Commission reviewed the required Findings of Fact and recommended ***unanimous approval*** (5-0) of the special use subject to the following conditions, as recommended by staff and amended at the public hearing by the Plan Commission:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal.

2. The project must comply with all Village Ordinances, Building Codes, Standard Specifications, and the DuPage County Stormwater Ordinance in place at the time of permit application.

3. Approval is subject to final engineering approval and the recommendations within the engineering memos prepared by Amy S. McKenna, PE, dated November 30, 2015 and January 12, 2016.

4. Prior to final engineering approval, in order to continue to connect to water service via the church south of Community Athletic Fields, the applicant will need to provide evidence of permission for this connection and come to an agreement with the church in regard to maintenance.

5. Approval is subject to conformance with Fire District review comments within the memo prepared by Fire Prevention Bureau Director Fabbri, dated December 15, 2015. The water supply will need to be kept active year-round.

6. At the time of permit application, the petitioner will need verify the diameter of the trees scheduled for removal and additional trees may need to be added. In addition, the petitioner should have a landscape architect verify that the trees proposed closest to the new amenity building will not experience grow space and root space issues and their locations may need to be adjusted accordingly.

7. At the time of permit application, the petitioner will need to provide evidence that all ADA and Illinois Accessibility Code parking requirements have been met.

Village of Itasca
Community Development Department
Plan Commission
Agenda Item

PUBLIC HEARING:	**January 20, 2016**	**PC 16-005**

TITLE: **Elk Grove Park District**
ADDRESS: **1375 N. Arlington Heights Rd.**
PIN: **03-05-201-058**

Elk Grove Park District, property owner, for the following, all in the R-1 Single Family Residence District:

A. Amend special use for new amenity and storage facilities.
B. Class I site plan approval

LOCATION

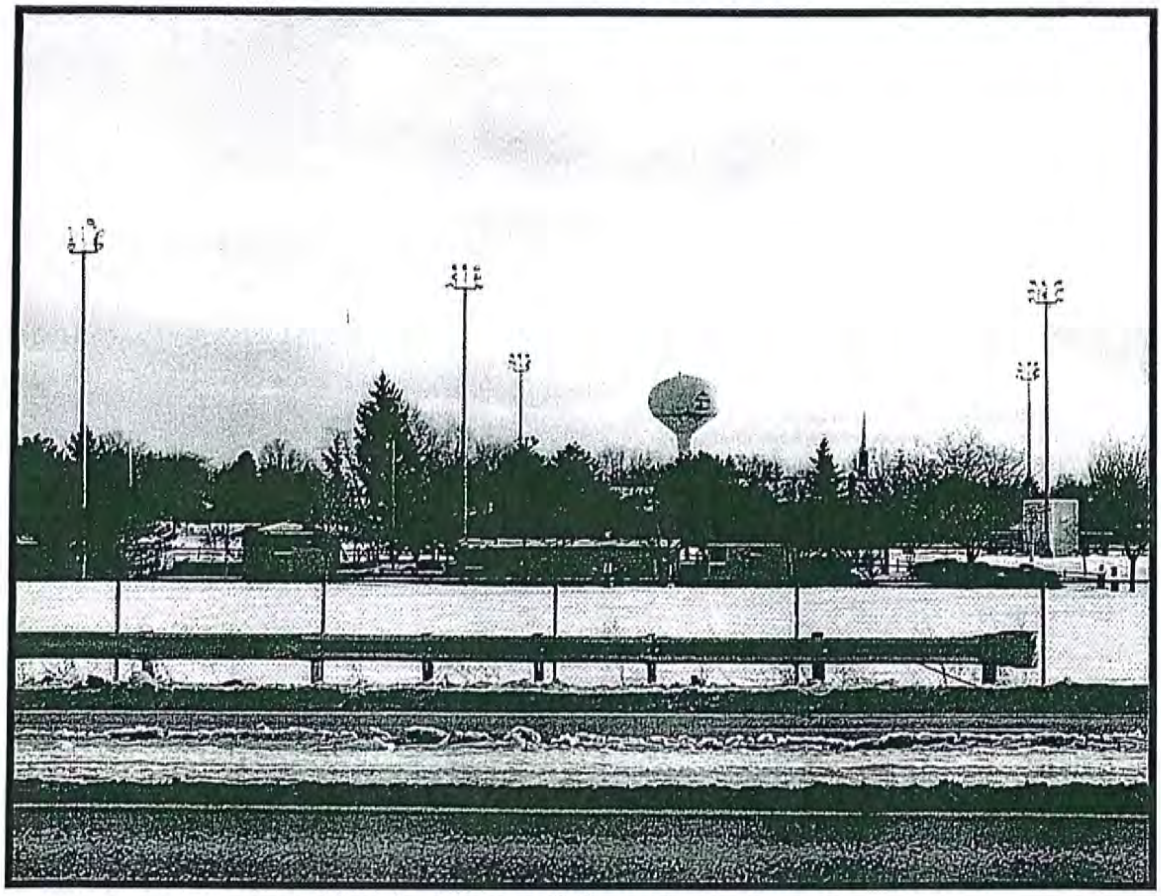
Subject property shaded in red (Source: DuPage County GIS)

GENERAL INFORMATION

Current Use:	Public park
Proposed Use:	No change
Current Zoning:	R-1 Single Family Residence District

BACKGROUND

The subject property is zoned R-1 Single Family Residence District and is the location of the 23.4 acre Elk Grove Park District Community Athletic Fields, located within the Village of Itasca. It is generally bound by Arlington Heights Rd. to the west, the unincorporated Marino Court subdivision to the south, unincorporated land to the east, and Devon Avenue, the northern Village limit, to the north.



View looking south from Devon Avenue

Elk Grove Park District offers a variety of sports and recreational activities on site including football, baseball, softball, and soccer for a variety of age groups.

The Park District has planned for capital improvements in order to enhance the level of services offered. They plan to replace the existing amenity building with a new building constructed in approximately the same location in the center of the park. The proposed amenity building will feature accessible bathrooms, concessions, storage, a shade structure, and mechanical equipment.

In addition, a new maintenance building is proposed to be constructed on the west side of the property near the Arlington Heights Road entrance to the park. This outbuilding

will be used for storage of park maintenance equipment and have an adjacent enclosed trash area.

ZONING ANALYSIS

Amendment to Special Use for Site Plan Changes

In 1993, the Village of Itasca and the Elk Grove Park District entered into an intergovernmental agreement in order to annex this property into Itasca. The default zoning classification of annexed properties is R-1 Single Family Residence District.

At the time, a special use was granted in order to permit a park with recreational and playground areas. This special use was tied to the 1993 site plan.

The new amenity and maintenance buildings result in site plan changes which trigger the need for an amendment to the originally approved special use.

Class I Site Plan Approval

Class I Site Plan approval is required as part of the special use amendment (Section 14.13(2)(a)).

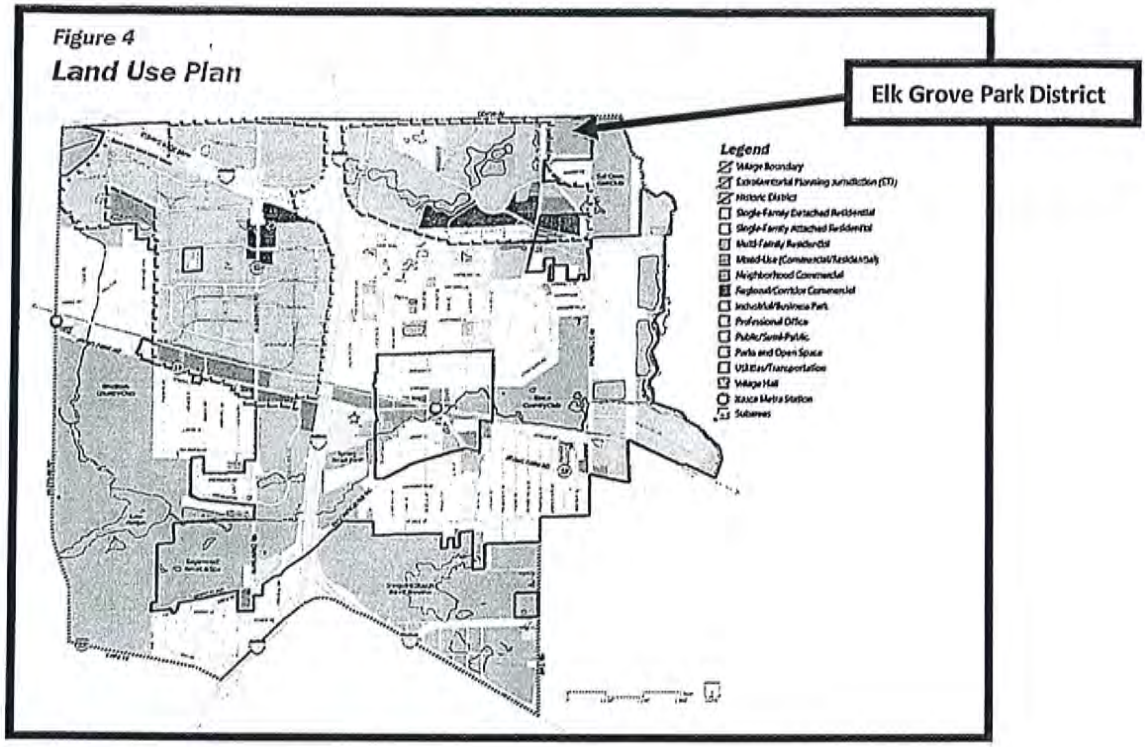
The new amenity building will consist of two structures under covered roof, which will read as one building. The west building will contain 1,403 square feet and the east building will contain 1,395 square feet, for a total area of 2,798 square feet. The new maintenance/storage building will contain approximately 800 square feet, displacing five parking spaces at the westernmost portion of the parking lot along Arlington Heights Rd.

Site access will remain the same, with curb cuts along Arlington Heights Road and Devon Avenue. In addition, no changes to site signage or photometrics are planned at this time.

The proposed facilities will meet all setback and bulk requirements of the R-1 Single Family Residence District.

Comprehensive Plan Consistency

This proposal is consistent with the newly adopted 2015 Comprehensive Plan Parks and Open Space criteria.



OTHER COMMENTS

Architectural Synopsis

The amenity building will have a traditional athletic stadium look, on a smaller scale. It will measure 18' 2" from grade and will be clad in CMU blocks with a brick-like aesthetic. Finishes include aluminum fascia, fiber cement soffits, and cast stone caps and lintels.

The amenity building's roof will feature standing seam metal above the two sections of the building and the shade structure connecting the two buildings will feature polycarbonate panels.

The maintenance building will be similar in style, articulation, and color scheme, with the same building materials and roof. It will stand 17' 7" from grade.

The trash enclosure attached to the north side of the maintenance building will be screened with the brick look CMU blocks and one side will have an aluminum fence door for accessing the dumpster area.

Landscape Synopsis

Because this is an existing site, care is being taken by the applicant to maintain the existing landscaping and retain as many trees as possible.

A 2013 survey indicates that the site is planted with approximately 160 trees of a wide variety including silver and red maple, several types of pine, beech, birch, honey locust, linden, apple, and more.

Approximately 23 trees will need to be removed in order to accommodate the new amenities building. A number of these trees appear to be in average condition, with the majority demonstrating issues such as limited grow space, poor form, limited root space, and clumping. Where existing mature trees of five inches or greater in diameter are to be removed, replacement should occur.

The applicant has indicated that approximately 18 new trees are to be planted, including varieties such as Elm Homestead, Chanticleer Pear, Ginkgo, and Taxodium. Based on the previous issues with limited grow space and root space, the locations closest to the newly proposed amenity building may need to be slightly modified to produce optimum growing conditions.

The maintenance building will not require any tree removal. No additional changes to the landscape are being contemplated at this time.

Parking and Loading Summary

Currently, there are 278 parking spaces available on site, including 6 accessible spaces. Five will be eliminated for the new maintenance building in the farthest west portion of the parking lot. None will be changed near the location of the amenities building. The total number of parking spaces following project completion will be 273 spaces.

Because the Park District does not anticipate any changes in programing, and no new playing fields are being added as a part of this request, parking appears to remain adequate for the use.

In addition to the new buildings, three new bicycle racks with a total capacity of 21 will be added around the site. This complies with the Zoning Ordinance for the required number of bike parking spaces (Section 12.09).

Engineering Analysis

The Village's consulting Engineer, Amy McKenna, PE, has provided preliminary review comments, dated November 30, 2015 and January 12, 2016, which are attached.

At this time, the major outstanding issue is that the Park District would like to continue to connect to water service via the church to the south of Community Athletic Fields. During final engineering, the applicant will need to provide evidence of permission for this connection and come to an agreement with the church in regard to maintenance.

These items will be incorporated into the staff recommended conditions of approval enumerated below.

Fire District Analysis

The Itasca Fire Protection District has reviewed the plans. Review comments prepared by Bureau Director Leigh Fabbri, dated December 15, 2015 are attached.

Outstanding fire items that will need to be resolved during the permitting process include providing a fire sprinkler and fire alarm system in every building and verification that fire hydrants are located within 100 feet of the sprinkler connection for each building.

On January 12, 2016, Fire Prevention Bureau Director Fabbri provided additional comments indicating that the Elk Grove Park District will need to keep the water on year round. These items are incorporated into the staff recommended conditions of approval below.

STAFF RECOMMENDED CONDITIONS OF APPROVAL

Staff recommends the following conditions be placed upon any favorable recommendation by the Plan Commission:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal.

2. The project must comply with all Village Ordinances, Building Codes, Standard Specifications, and the DuPage County Stormwater Ordinance in place at the time of permit application.

3. Approval is subject to final engineering approval and the recommendations within the engineering memos prepared by Amy S. McKenna, PE, dated November 30, 2015 and January 12, 2016.

4. Prior to final engineering approval, in order to continue to connect to water service via the church south of Community Athletic Fields, the applicant will need to provide evidence of permission for this connection and come to an agreement with the church in regard to maintenance.

5. Approval is subject to conformance with Fire District review comments within the memo prepared by Fire Prevention Bureau Director Fabbri, dated December 15, 2015. The water supply will need to be kept active year-round.

6. At the time of permit application, the petitioner will need verify the diameter of the trees scheduled for removal and additional trees may need to be added. In addition, the petitioner should have a landscape architect verify that the trees proposed closest to the new amenity building will not experience grow space and root space issues and their locations may need to be adjusted accordingly.

7. At the time of permit application, the petitioner will need to provide evidence that all ADA and Illinois Accessibility Code parking requirements have been met.

REQUIRED FINDINGS OF FACT FOR SPECIAL USE

Per Section 14.11(7), the Plan Commission is required to make the following findings should it make a favorable recommendation on the Special Use Permit application:

1. *The approval of such Special Use is in the public interest and is not solely for the interest of the applicant;*
2. *The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;*
3. *Such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity; and*
4. *The proposed use will comply with the regulations and conditions specified in the Itasca Zoning Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.*

The applicant has responded to the required Findings of Fact within the Petition for Special Use.

DOCUMENTS ATTACHED

1. Application signed December 18, 2015.
2. Cover letter summarizing project, prepared by Frank Parisi, of Williams Architects, dated December 18, 2015.
3. Engineering review comments, prepared by Amy McKenna, PE, dated November 30, 2015.
4. Engineering response letter, prepared by Frank Parisi, of Williams Architects, dated December 18, 2015.
5. Engineering review comments, prepared by Amy McKenna, PE, dated January 12, 2016.
6. Itasca Fire Protection District comments, prepared by Fire Prevention Bureau Director Leigh Fabbri, dated December 15, 2015.
7. Boundary and Topographic Survey, prepared by Cowhey Gudmundson Leder, LTD, dated March 26, 2008.
8. Schematic site plan, site plan, floor plan, roof plan, elevations, wall sections, and landscape and tree removal plan, prepared by Williams Architects, dated December 10, 2015.

PETITION FOR SPECIAL USE

Village of Itasca Plan Commission
c/o Community Development Department
550 W. Irving Park Rd.
Itasca, IL 60143
(Ph): 630-773-5568 (F): 630-773-0852
comdev@itasca.com

Date Submitted: 18 December 2015

ALL ITEMS MUST BE COMPLETE TO PROCESS APPLICATION

Address(es) of Property: 1375 North Arlington Heights Road

Owner(s) of Property: Elk Grove Park District

Petitioner(s) (if other than owners):

Existing Use: Community Athletic Fields Zoning: R-1

P.I.N. #(s): 03-05-201-058 Lot Size (sq. ft.): 1,019,233

Please answer the following questions (you may attached additional sheets if needed):

1.) Please provide a detailed description of the use requested.
The Elk Grove Park District is requesting an update to the special use permit at the Community Athletic Fields.The Park District proposes to replace the existing support amenity buildings for toilets,dry goods concession, athletic association storage and cold storage for equipment used on site. The proposed programs use of the building shall remain the same

2.) Please explain how the special use requested is in the interest of the public and is not solely for the interest of the applicant.
The updated special use permit will continue to benefit the public's interest by providing updated accessible amenities supporting the athletic program offered by the Park District. The Elk Grove Park District is committed to health living by providing active recreational opportunities to its residents and the surrounnding community.

3.) Explain the reasons why the special use is necessary or desirable for the public convenience and how it will contribute to the general welfare of the neighborhood or community at this location.
The Community Athletic Fields already provide necessary program thru Athletic Recreation that promote the health and wellness of the community and its surrounding neighbors.A updated special use permit is sought to address changes the hub building / support amenities previously noted.

4.) Will the special use be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity? Please explain your answer.
The updated special use permit will not affect the health, safety, moral nor the general welfare of persons residing the vicinity.

5.) What effect will the use have on property values and improvements in the vicinity? Please explain your answer.
The updated special use permit will positive impact the surround property values by provide enhancements to a premier park. The improvements to the Community Athletic Field will create a positive reflection on the surrounding neighborhood and both the Villages of Itasca and Elk Grove.

Owner's Name(s): Elk Grove Park District

Address: 499 Beisterfield Road
Elk Grove Illinois 60007

Phone: 1-847-437-9494
Email:

Petitioner's Name(s): Tom Busby, Executive Director

Address(es): 499 Beisterfield Road
Elk Grove Illinois 60007

Phone: 1-847-437-9494
Email: tbusby@elkgroveparks.org

Agent or Attorney (if applicable)

Name: Frank Parisi, AIA
Firm: Williams Architects
Address: 500 Park Boulevard, Suite 800
Itasca, Illinois 60143
Phone: 16302211212
Email: fparisi@williams- architects.com

Site Planner or Engineer (if applicable)

Name: J. Chris Lindley
Firm: WILLS BURKE KELSEY ASSOCIATES
Address: 8 East Galena Boulevard, Suite 402
Aurora, Illinois 60506
Phone: 6307012245
Email: clindley@wbkengineering.com

Please attach the following:

- ☒ Legal description of property (from title policy or plat of survey) – required for all variances.
- ☒ Current plat of survey (showing all site improvements/structures and easements).
- ☒ Architectural renderings of new or altered structures (if applicable).
- ☒ Site Plan (drawn to scale showing buildings, parking spaces, storm water detention and all other significant data with all pertinent dimensions fully noted).
- ☐ If held in trust, letter naming all beneficiaries of the trust and authorizing the below signed person to act on the matters related to the petition request. The letter must be signed by all beneficiaries of the trust.

THE LEGAL TITLEHOLDER MUST SIGN THE PETITION. Where the property is held in trust, the trust officer must sign the petition and include a letter naming all beneficiaries of the trust and authorizing the below signed person to act on the matters related to this petition request. The undersigned acknowledges and agrees that this application and all documentation submitted becomes public record and may be viewed by the public.

I/WE Thomas Busby DO HEREBY CERTIFY OR AFFIRM THAT I/WE ARE THE OWNER(S) OF RECORD OF THE AFORESAID DESCRIBED PROPERTY AND HEREBY MADE APPLICATION AS SUCH.

Signature: Thomas Busby Date: 12-18-15

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 18 DAY OF December, 2015

Kathy J Lydon

NOTARY PUBLIC

Official Seal
Kathy J Lydon
Notary Public State of Illinois
My Commission Expires 08/06/2018

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

18 December 2015

Ms. Shannon Malik
Village of Itasca
Community Development Department
550 West Irving Park Road
Itasca, Illinois 60143

RE: Elk Grove Park District - Community Athletic Fields
1375 North Arlington Heights Road

Dear Ms. Malik,

On behalf of the Elk Grove Park District, enclosed is the zoning review submittal for the Community Athletic Fields located at 1375 North Arlington Heights Road in Itasca, Illinois. The submittal is comprised of the following list below and a descriptive narrative outlining the proposed improvements.

1. Petition for Special Use.
2. Current Plat of Survey- 15 copies.
3. Architectural Plans and Renderings – 15 Copies.
4. Site Plan – 15 Copies.
5. Consultant Service Agreement – 1 copy
6. Legal Description of the Property- Provided electronically via email
7. Response to Robinson Engineering comments.
8. Tree Inventory
9. Water Line Easement Agreement.

Project Description

The Elk Grove Park District proposes to replace the Hub Buildings at the Community Athletic Fields with new buildings constructed approximately in the same location. The Community Athletic Fields presently offer programs including football, baseball, softball and soccer for various age groups. The proposed Hub Buildings will support these athletic programs with upgraded amenities such as accessible toilet rooms, dry good concessions, storage for the affiliated athletic associations, cold storage for the equipment used on site and a shade structure integrated into the architectural design. The proposed improvements will enhance the excellent level of service the Park District offers and will provide a positive impact to the surrounding community.

Parking

The current 23.404 acres site provides 267 existing parking spaces and 6 accessible parking spaces. The Elk Grove Park District does not anticipate a change in program offering that would impact the parking requirements for the site. Due to the consolidation of storage containers and trash enclosure, the proposed improvement do not impact the overall parking spaces provided

for the site. The Park District is not proposing any improvement to the parking lot as part of this project.

We would like to thank you and the staff at the Village of Itasca in assisting our effort in preparing this submission to the Plan Commission. As you review the submittal, do not hesitate to call our office with any questions or clarifications. We look forward to our presentation to the Plan Commission in January 2016.

Cordially,

Frank Parisi

Frank Parisi, AIA, LEED AP BD+C
Williams Architects

Xc:
Tom Busby / Elk Grove Park District
Ben Cursio / Elk Grove Park District

g:\2014\2014-014 elk grove park district community athletic fields (caf)\b. general basic services_task 20-50\b.28. permit process\plan commission\2015 12 17 cover letter.docx

Robinson ENGINEERING

Municipal Expertise. Community Commitment.

TO: Shannon Malik, Planner III

FROM: Amy S. McKenna, PE, Consulting Engineer

DATE: January 12, 2016

RE: Community Athletic Fields – Elk Grove Park District
Site Plan Review

We received the following items:

- Comment Response Letter prepared by Williams Architects, dated 12/18/15
- Zoning Submittal Plans for Community Athletic Field House prepared by Williams Architects, dated 12/18/15
- Water Line Easement Agreement dated 6/23/93
- Tree Condition Inventory dated 4/25/13

Based on the information provided by the applicant and the available records at this time, we offer the following comments and concerns for Plan Commission consideration as they relate to the civil engineering-related items. The comments refer to comment numbers in our previous review memo dated 11/30/15, unless the comment is a new comment.

1. **Site Improvements**

   1.1. ***Compliant.*** The applicant has provided 3 areas of bicycle parking with parking for 7 bicycles each. **The final engineering or landscape plans should include details for the proposed racks in accordance with the recommendations in Section 12.09.5.**

   1.2. ***Compliant.*** Adherence to current Village parking lot requirements will only be required for areas of parking that are being changed. It is our understanding and observation that no changes to the parking lots are proposed.

   1.3. ***Compliant.*** The engineering plans include realignment of the sidewalk connection from Arlington Heights Road to the west parking lot where the trash enclosure is proposed.

   1.4. ***New Comment*** – Details for the trash enclosure pavement should be included on the engineering plans. This pavement area should be included in the net new impervious area calculation for the site.

   1.5. ***New Comment*** – Accessible parking stalls must be provided near the accessible route to the proposed hub building. This might require restriping of the existing parking lot. Sufficient grading information must be provided on the engineering plans to demonstrate that the requirements of the Illinois Accessibility Code are met.

2. **Utility Improvements**

   2.1. It is our understanding that the Park District would like to pursue use of a non-potable line to provide fire suppression for the garage and flow to a yard hydrant outside of the garage. This is subject to changes to current non-potable line to allow its use year-round.

   2.2. We previously stated that the Village Public Works Department would prefer that the Park District water service connect to the Village main along Devon Avenue (at the northwest corner of the property) and to the sanitary service on the west side of Arlington Heights

Road. The Park District would like to continue to connect to the services that serve the church on the property south of the Park District property. The applicant provided a copy of an easement agreement for the current service connections, but this document only grants easements and does not address obligations for maintenance for the parties involved. At a minimum, the Park District must get permission from the church for the new water connection and develop an agreement that spells out maintenance obligations.

2.3. It is our understanding that the new garage along Arlington Heights Road will not be used for vehicle maintenance, thus eliminating the need for a grease trap and a sanitary service.

2.4. ***New Comment*** – We recommend that the applicant consider installation of bollards or other protective measure around the proposed yard hydrant to prevent damage to the hydrant by vehicles.

3. **Stormwater Management Improvements**

3.1. ***Acknowledged.*** Because the net new impervious area does not appear to exceed 25,000 square feet, site runoff storage (detention) per the Countywide stormwater ordinance is not required. Because the net new impervious area also does not appear to exceed 2,500 square feet, BMP measures per the Countywide stormwater ordinance are not required; the stated net new impervious area on the plans is 2,180 square feet. The applicant should be aware that small additions of pavement or building could cause the site to cross the threshold for the BMP requirement. See also Comment 1.4.

3.2. ***Acknowledged.*** Per our discussions with DuPage County Stormwater Management at a pre-application meeting on 9/17/15, it is our understanding that compensatory storage will be required for any fill placed beneath the base flood elevation (BFE) of 683.00 (per the currently regulatory floodplain maps), and the building must be elevated to one foot above the preliminary proposed BFE per the 2015 preliminary FIRM (as "best available data"). At this time, it appears that there is no fill proposed below 683. The applicant should know that the preliminary FIRMs are currently being revised in some locations throughout DuPage County, and it is our understanding that the preliminary maps will be reissued in 2016. The applicant will be required to elevate the building to one foot above the BFE that is deemed the "best available data" at the time of permit; in other words, the preliminary FIRM BFE is 684 discussed in September is subject to change.

This review is only for general conformance with the design criteria established by the Village and is subject to both the completeness of the information submitted by the developer's professional staff and also the actual ability of the plan to perform in accordance with its intent. Actual field conditions may vary and additional items may arise which are not readily apparent based on this submittal. The developer's design professionals are responsible for performing and checking all design computations, dimensions, and details relating to design, construction, compliance with all applicable codes and regulations, and obtaining all permits. Additionally, other bodies of government may have jurisdiction over various aspects of this development. The developer should be advised that additional measures may be required based on actual field conditions and formal approvals of the other agencies.

Please note that this review does not include all site & landscaping issues per the Zoning Ordinance such as building setbacks, lot coverage, parking dimensions, etc. and the applicant shall refer to the Community Development Department for a complete review of such issues.

Should you have any questions or concerns, please do not hesitate to contact me at 815-412-2714 or amckenna@reltd.com.

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

18 December 2015

Ms. Shannon Malik
Village of Itasca
Community Development Department
550 West Irving Park Road
Itasca, Illinois 60143

RE: Elk Grove Park District - Community Athletic Fields
1375 North Arlington Heights Road
Response to Robinson Engineering Comments dated 30 November 2015

Dear Ms. Malik,

On behalf of the Elk Grove Park District, we are enclosing our formal response to the site plan review comments provided by Robinson Engineering dated 30 November 2015 and the Itasca Fire Protection District No 1 dated 15 December 2015 for the Elk Grove Park District Community Athletic Fields. Our responses have been highlighted below.

Response to Robinson Engineering Comment

1. ***Site Improvements***

   1.1. *Bicycle parking is required in accordance with Section 12.09 of the Zoning Ordinance.*

   WA RESPONSE: Bicycling parking will be provided in accordance with the Ordinance. We have located the proposed bicycle parking areas on the plan.

   1.2. *While no changes to the parking lot are proposed, we note that the existing parking lot does not appear to meet the current requirements. Parking spaces should be 9 feet by 18 feet with drive aisles of 24 feet in width (60 feet total width) per Section 12.06 of the Zoning Ordinance. There are no dimensions on the site plans, but much of the total parking lot row measures less than 59 feet. Also, B-6.12 curb and gutter is required around the perimeter of parking lots per Section 12.06 of the Zoning Ordinance and Section 6.03 B.1.c of the Development Standards and Specifications.*

   WA RESPONSE: A typical parking lot stall dimension has been added to the engineering plans. However, since there are no proposed changes to the parking lot and the use of the existing site is not changing, it would be cost prohibitive to make any additional geometry changes and/or add curb around the entire lot. We are proposing a barrier curb and header walk along the frontage of the new hub building area.

   1.3. *It appears that there is a trash enclosure area proposed adjacent to the maintenance garage, and that some parking spaces might be lost to allow the trash collection vehicles to maneuver in the enclosure area. The engineering plans should include realignment of the sidewalk connection from Arlington Heights Road to the west parking lot where the trash enclosure is proposed.*

   WA RESPONSE: The sidewalk will be realigned to provide a connection to Arlington Heights Road.

2. ***Utility Improvements***

2.1. *Per conversation with Steve Gendusa of Town and Country Utilities (who maintains Hamilton Lakes utilities for Hamilton Partners), the non-potable water line that currently serves the Park District site for irrigation is turned off in the winter, because the main is above ground at the plant. He is investigating the possibility of burying this water main to allow year-round use for required fire suppression in the proposed buildings, as previously discussed with the applicant.*

WA RESPONSE: The non-potable water line will service the proposed cold storage building (see response 2.3) located on the west end of the property. The design team will continue to work with the Village and Town and Country Utilities in regards to burying the water main for year-round use. We have added a 6" fire service line and yard hydrant for non-potable water service to the cold storage building as discussed in our pre-application meeting.

2.2. *We understand that the site currently has potable water and sanitary sewer connections to the service for the church to the south. The Village Public Works Department would prefer that the Park District water service connect to the Village main along Devon Avenue (at the northwest corner of the property) and to the sanitary service on the west side of Arlington Heights Road. While we understand the need to minimize project costs, a shared water service creates a complicated situation if the water service to the church needs to be shut off. Please submit a copy of the current agreement that allows the Park District's use of the church service for the Village to review.*

WA: RESPONSE: We are proposing to extend a 6" fire service line from the existing water main south of the proposed project adjacent to the church property. This line will service the main hub buildings for fire and domestic water. We have included a copy of the water service agreement for your reference.

2.3. *We reviewed the need for a sanitary service to the proposed garage building with the Village's plumbing reviewer/inspector, and he felt that a floor drain and grease interceptor (and thus a sanitary service) would be required per Section 890-520 of the Illinois State Plumbing Code because maintenance of equipment (including oil changes) that would likely occur within the garage. The plumbing inspector also felt that a non-potable water source is fine as long as it only connects to a spigot and not a sink.*

WA RESPONSE: The maintenance of equipment will not be conducted at this location. The Park District has a central parks and planning facility in which all maintenance will occur. Therefore, there is no proposed sanitary line nor a grease separator required at the cold storage building. The civil site plans reflects the spigot from the non – potable line proposed at this location.

3. ***Stormwater management Improvements***

3.1. *Because the net new impervious area does not appear to exceed 25,000 square feet, site runoff storage (detention) per the Countywide stormwater ordinance is not required. Because the net new impervious area also does not appear to exceed 2,500 square feet, BMP measures per the Countywide stormwater ordinance are not required. Since the currently proposed net new impervious area is 2,398 square feet, the slightest addition of additional pavement or building could cause the site to cross the threshold for the BMP requirement.*

WA RESPONSE: The design team will verify net new impervious areas. Any changes to the site plan will assure that the 2500 sf threshold is not exceeded.

3.2. *Per our discussions with the DuPage County Stormwater management at a pre-application meeting on 9/17/15, it is our understanding that compensatory storage will be required for any fill placed beneath the base flood elevation (BFE) of 683.00 (per the currently regulatory floodplain maps), and the building must be elevated to one foot above the preliminary proposed BFE per the 2015 preliminary FIRM (as "best available data"). At this time, it appears that there is no fill proposed below 683. The applicant should know that the preliminary FIRMs are currently being revised in some locations throughout DuPage County, and it is our understanding that the preliminary maps will be reissued in 2016. The applicant will be required to elevate the building to one foot above the BFE that is deemed the "best available data" at the time of permit; in other words, the preliminary FIRM BFE is 684 discussed in September is subject to change.*

WA RESPONSE: The design team concurs with the statement regarding compensatory storage and will verify the BFE at the time of the stormwater certification submittal to the Village and the County.

Response to Itasca Fire Protection District No 1 comments:

1. *A fire sprinkler system is required in each building.*

   WA RESPONSE: A fire sprinkler system is proposed for the new buildings.

2. *Verify that a fire hydrant is located within 100 feet of the fire sprinkler connection on each building.*

   WA RESPONSE: The design team shall coordinate the fire hydrant location in accordance with the comment.

3. *A fire alarm system is required in each building.*

   WA RESPONSE: The design team shall coordinate a fire alarm system in accordance with the comment.

4. *Provide accessible parking and accessible van parking spaces based on ADA, 208.2,208.2.3,208.2.4,and Table 208.2*

   WA RESPONSE: The Park District is not proposing any additional improvements in the parking lot as part of the scope of work. Six (6) ADA parking stalls are presently provided on site.

As you review our responses, please do not hesitate to contact our office with any questions or further clarification. Thank you for all your assistance in expediting our efforts.

Cordially,

Frank Parisi

Frank Parisi, AIA, LEED AP BD+C
Williams Architects

g:\2014\2014-014 elk grove park district community athletic fields (caf)\b. general basic services_task 20-50\b.28. permit process\plan commission\2015 12 09 response ltr.docx

Robinson
ENGINEERING
Municipal Expertise. Community Commitment.

TO: Nancy Hill, Director of Community Development,
Shannon Malik, Planner III

FROM: Amy S. McKenna, PE, Consulting Engineer

DATE: November 30, 2015

RE: Community Athletic Fields – Elk Grove Park District
Site Plan Review

We received the following items:

- Schematic Design Plans for Community Athletic Field House prepared by Williams Architects, dated 10/23/15
- Boundary and Topographic Survey prepared by Cowhey Gudmundson Leder, dated 3/26/08
- Schematic Design Presentation prepared by Williams Architects, dated 11/12/15

Based on the information provided by the applicant and the available records at this time, we offer the following comments and concerns for Plan Commission consideration as they relate to the civil engineering-related items:

1. **Site Improvements**

   1.1. Bicycle parking is required in accordance with Section 12.09 of the Zoning Ordinance.

   1.2. While no changes to the parking lot are proposed, we note that the existing parking lot does not appear to meet the current requirements. Parking spaces should be 9 feet by 18 feet with drive aisles of 24 feet in width (60 feet total width) per Section 12.06 of the Zoning Ordinance. There are no dimensions on the site plans, but much of the total parking lot row measures less than 59 feet. Also, B-6.12 curb and gutter is required around the perimeter of parking lots per Section 12.06 of the Zoning Ordinance and Section 6.03 B.1.c of the Development Standards and Specifications.

   1.3. It appears that there is a trash enclosure area proposed adjacent to the maintenance garage, and that some parking spaces might be lost to allow the trash collection vehicles to maneuver in the enclosure area. The engineering plans should include realignment of the sidewalk connection from Arlington Heights Road to the west parking lot where the trash enclosure is proposed.

2. **Utility Improvements**

   2.1. Per conversation with Steve Gendusa of Town and Country Utilities (who maintains Hamilton Lakes utilities for Hamilton Partners), the non-potable water line that currently serves the Park District site for irrigation is turned off in the winter, because the main is above ground at the plant. He is investigating the possibility of burying this water main to allow year-round use for required fire suppression in the proposed buildings, as previously discussed with the applicant.

   2.2. We understand that the site currently has potable water and sanitary sewer connections to the service for the church to the south. The Village Public Works Department would prefer

that the Park District water service connect to the Village main along Devon Avenue (at the northwest corner of the property) and to the sanitary service on the west side of Arlington Heights Road. While we understand the need to minimize project costs, a shared water service creates a complicated situation if the water service to the church needs to be shut off. Please submit a copy of the current agreement that allows the Park District's use of the church service for the Village to review.

2.3. We reviewed the need for a sanitary service to the proposed garage building with the Village's plumbing reviewer/inspector, and he felt that a floor drain and grease interceptor (and thus a sanitary service) would be required per Section 890-520 of the Illinois State Plumbing Code because maintenance of equipment (including oil changes) that would likely occur within the garage. The plumbing inspector also felt that a non-potable water source is fine as long as it only connects to a spigot and not a sink.

3. **Stormwater Management Improvements**

3.1. Because the net new impervious area does not appear to exceed 25,000 square feet, site runoff storage (detention) per the Countywide stormwater ordinance is not required. Because the net new impervious area also does not appear to exceed 2,500 square feet, BMP measures per the Countywide stormwater ordinance are not required. Since the currently proposed net new impervious area is 2,398 square feet, the slightest addition of additional pavement or building could cause the site to cross the threshold for the BMP requirement.

3.2. Per our discussions with DuPage County Stormwater Management at a pre-application meeting on 9/17/15, it is our understanding that compensatory storage will be required for any fill placed beneath the base flood elevation (BFE) of 683.00 (per the currently regulatory floodplain maps), and the building must be elevated to one foot above the preliminary proposed BFE per the 2015 preliminary FIRM (as "best available data"). At this time, it appears that there is no fill proposed below 683. The applicant should know that the preliminary FIRMs are currently being revised in some locations throughout DuPage County, and it is our understanding that the preliminary maps will be reissued in 2016. The applicant will be required to elevate the building to one foot above the BFE that is deemed the "best available data" at the time of permit; in other words, the preliminary FIRM BFE is 684 discussed in September is subject to change.

This review is only for general conformance with the design criteria established by the Village and is subject to both the completeness of the information submitted by the developer's professional staff and also the actual ability of the plan to perform in accordance with its intent. Actual field conditions may vary and additional items may arise which are not readily apparent based on this submittal. The developer's design professionals are responsible for performing and checking all design computations, dimensions, and details relating to design, construction, compliance with all applicable codes and regulations, and obtaining all permits. Additionally, other bodies of government may have jurisdiction over various aspects of this development. The developer should be advised that additional measures may be required based on actual field conditions and formal approvals of the other agencies.

Please note that this review does not include all site & landscaping issues per the Zoning Ordinance such as building setbacks, lot coverage, parking dimensions, etc. and the applicant shall refer to the Community Development Department for a complete review of such issues.

Should you have any questions or concerns, please do not hesitate to contact me at 815-412-2714 or amckenna@reltd.com.

ITASCA FIRE PROTECTION DISTRICT NO. 1
520 W. IRVING PARK ROAD, ITASCA, IL 60143

James F. Burke, Jr.
Fire Chief
Administration: 630-773-1223
Fire Prevention: 630-773-1240
Fax: 630-773-3381

December 15, 2015

To: Ms. Shannon Malik

From: Leigh Fabbri, Director
Bureau of Fire Prevention

Subject: Community Athletic Fields
Elk Grove Park District

The following comments are based on my review of the submitted drawings for the referenced project.

1. A fire sprinkler system is required in each building
2. Verify that a fire hydrant is located within 100 feet of the fire sprinkler connection on each building
3. A fire alarm system is required in each building
4. Provide accessible parking and accessible van parking spaces based on ADA, 208.2, 208.2.3, 208.2.4 and Table 208.2

Feel free to contact me with any questions.

Sincerely,

Leigh A. Fabbri

Serving the Community Since 1909

ELK GROVE PARK DISTRICT

COMMUNITY ATHLETIC FIELDS

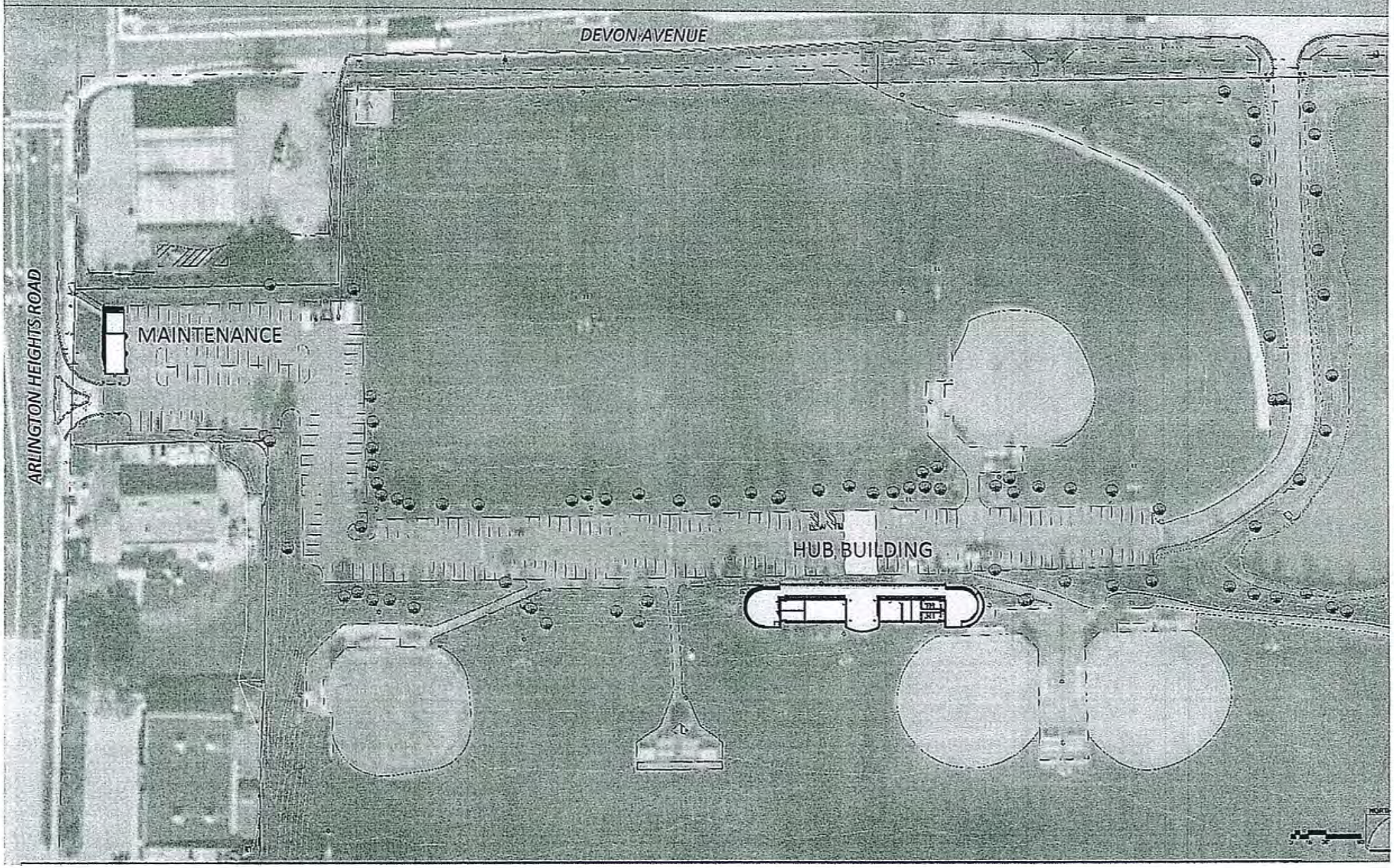
SUPPORT STRUCTURES
SCHEMATIC DESIGN

12 NOVEMBER 2015

WILLIAMS ARCHITECTS

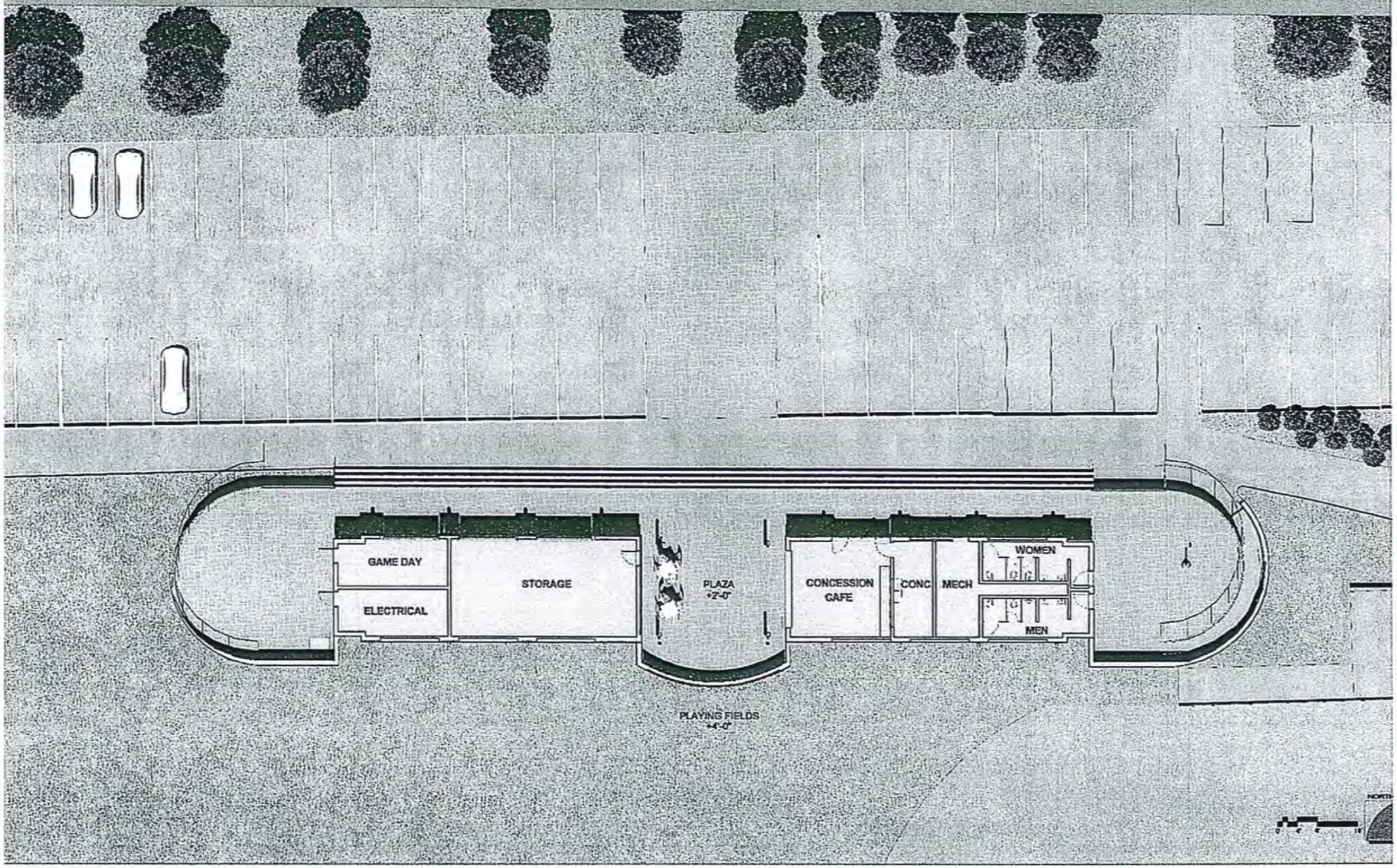
Architecture | Planning | Aquatics | Interiors

OVERALL SITE PLAN



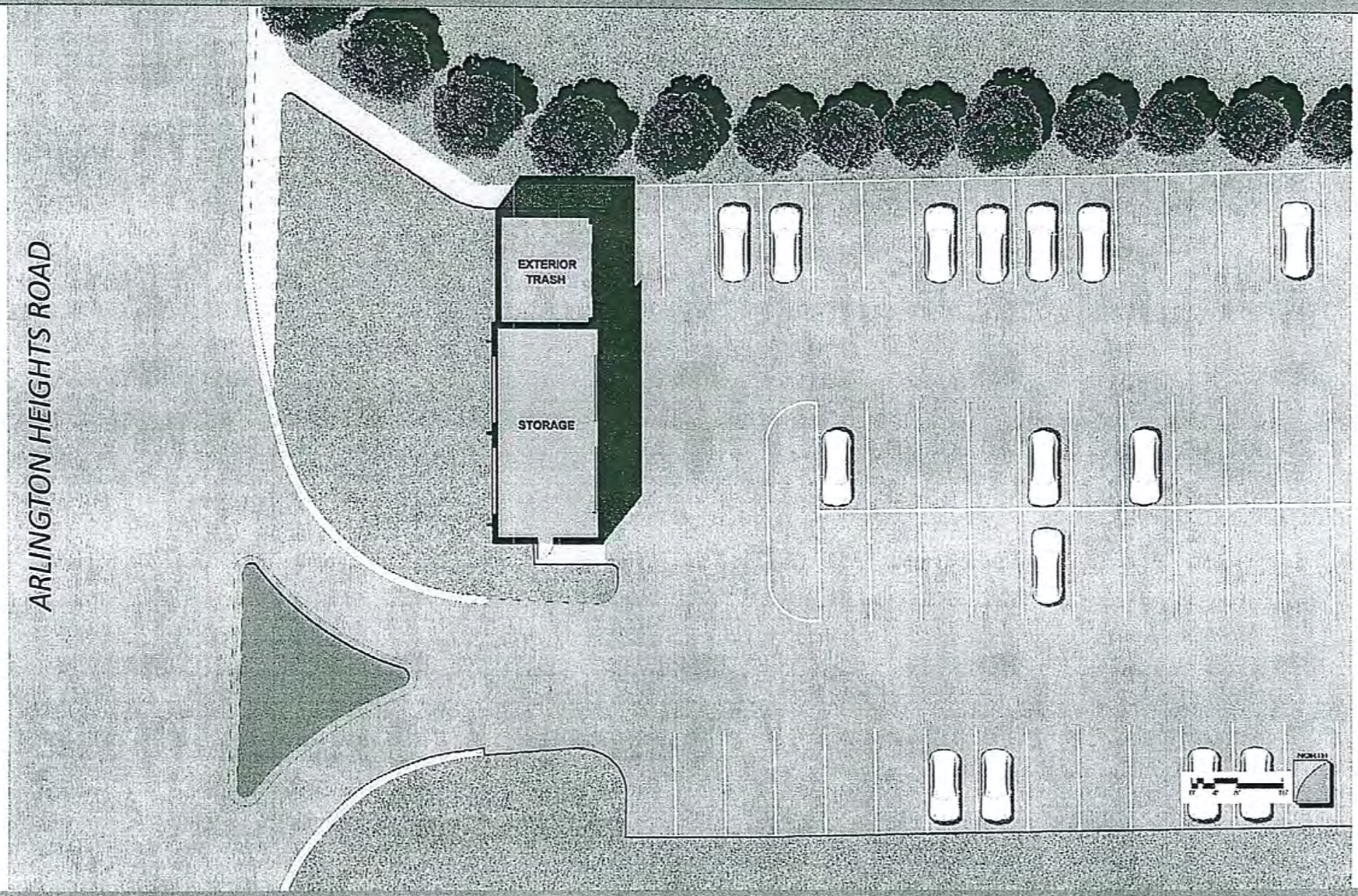
FLOOR PLAN

HUB BUILDING



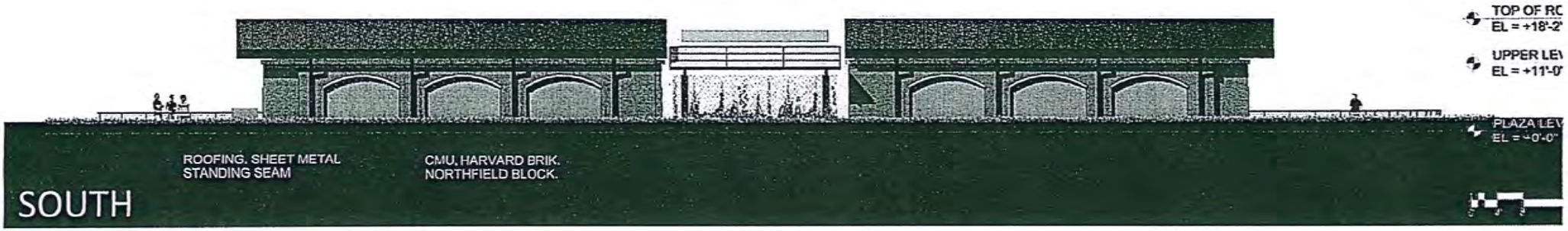
FLOOR PLAN

MAINTENANCE BUILDING



ELEVATIONS

HUB BUILDING

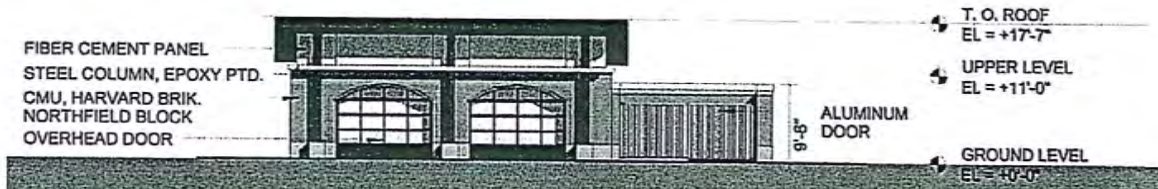


ELEVATIONS

HUB BUILDING

ELEVATIONS

MAINTENANCE BUILDING



EAST

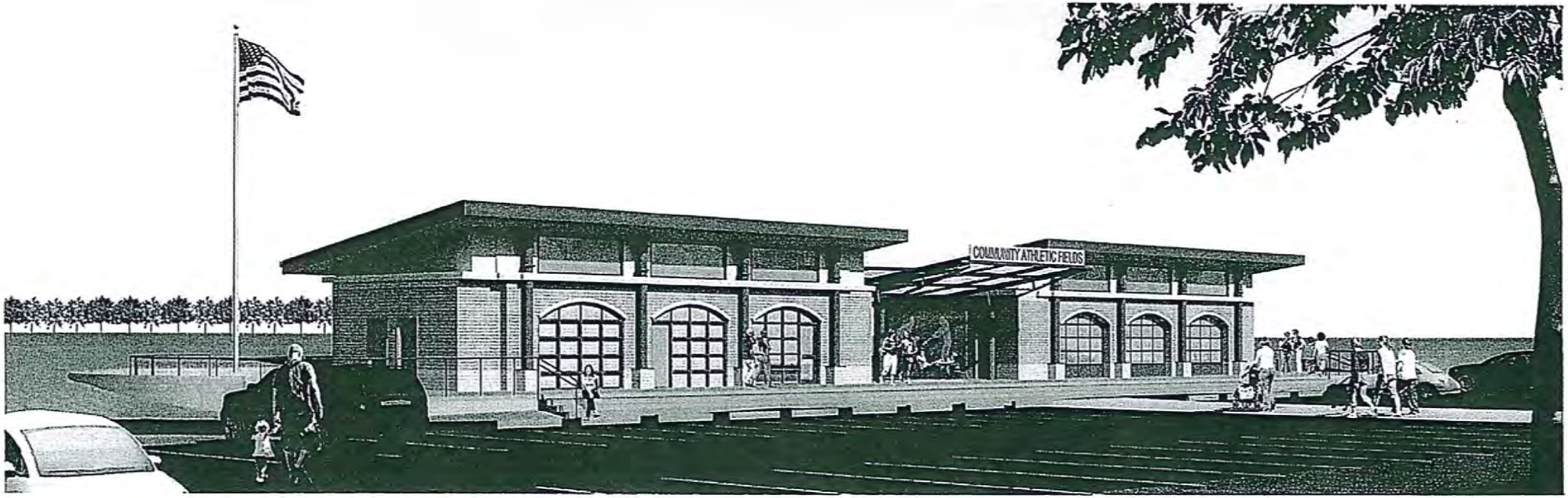
SOUTH

WEST

NORTH

PERSPECTIVE

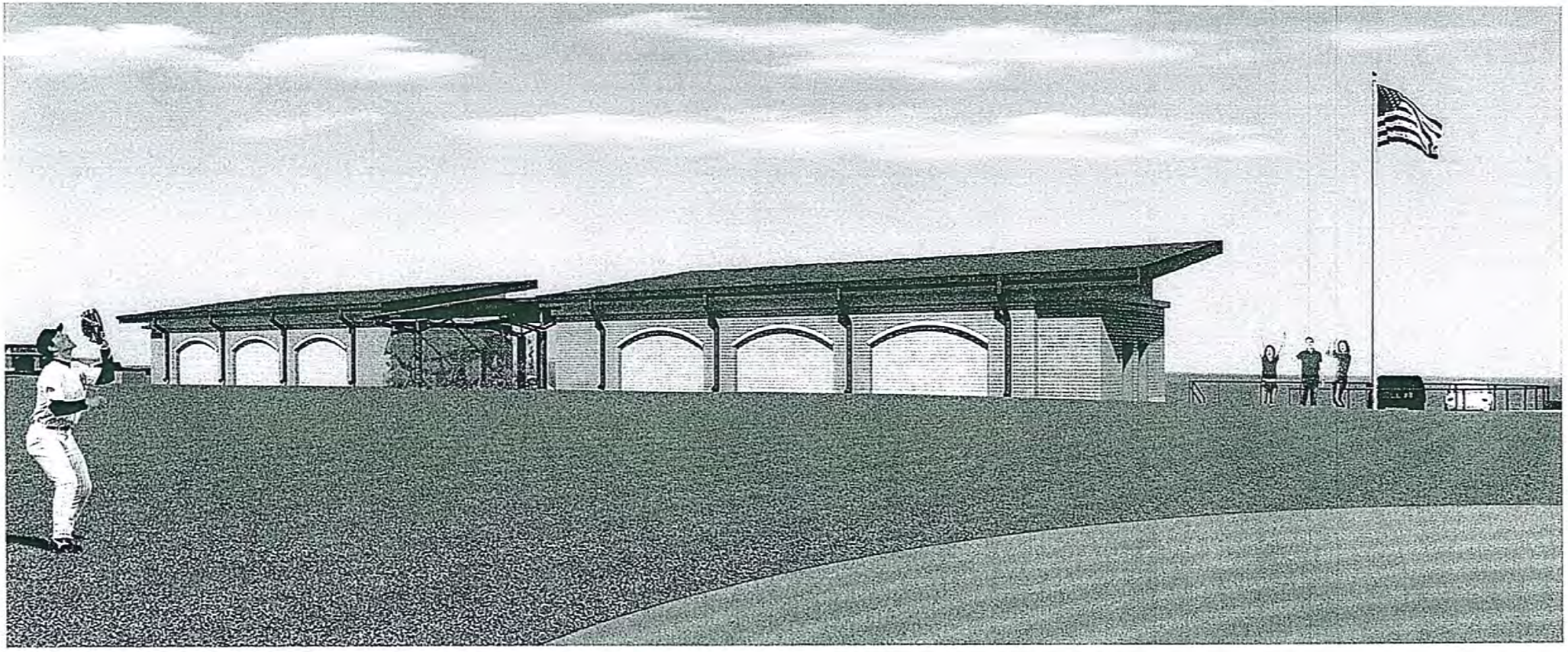
HUB BUILDING



ENTRY VIEW

PERSPECTIVE

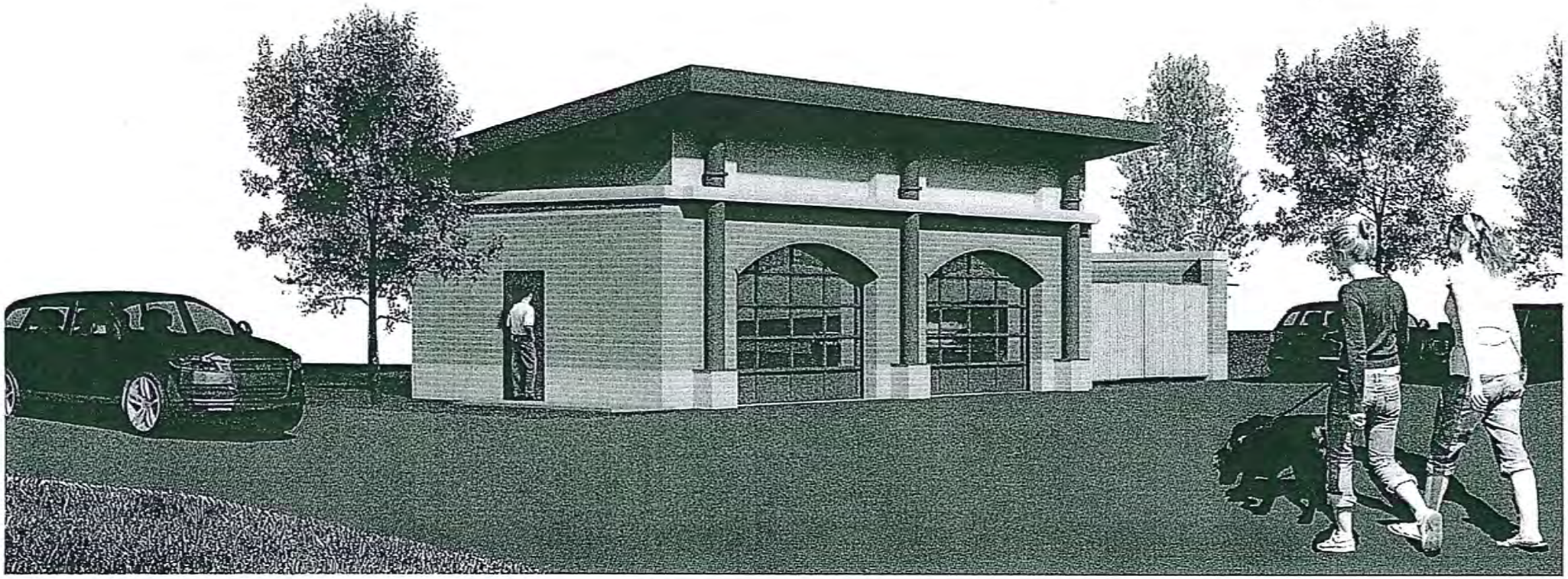
HUB BUILDING



FIELD VIEW

PERSPECTIVE

MAINTENANCE BUILDING



ENTRY VIEW

ZONING SUBMITTAL

18 DECEMBER 2015

COMMUNITY ATHLETIC FIELD HOUSE

1375 N. ARLINGTON HEIGHTS ROAD
ITASCA, IL 60007

SHEET INDEX

GENERAL INFORMATION
G1.1 TITLE SHEET

CIVIL
C1.1 SURVEY
C1.2 SCHEMATIC SITE PLAN

LANDSCAPE
L1.1 LANDSCAPE PLANS

ARCHITECTURAL
AS1.1 SITE PLAN
A1.1 FLOOR PLANS
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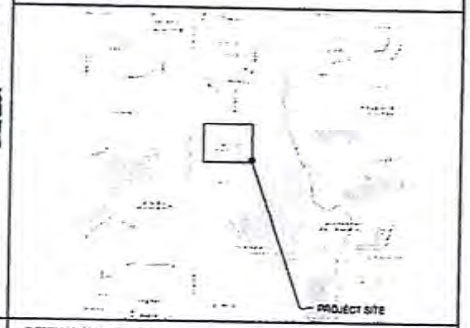
A4.1 EXTERIOR ELEVATIONS
A4.1A RENDERED EXTERIOR ELEVATIONS
A4.2 EXTERIOR ELEVATIONS - MAINTENANCE BUILDING
A4.2A RENDERED EXTERIOR ELEVATIONS - MAINTENANCE BUILDING
A4.3 RENDERINGS
A5.1 SECTIONS
A5.2 WALL SECTIONS, BUILDING VIEWS

SYMBOLS & CALLOUTS

EXISTING
STONE OR GRAVEL FILL
TOPSOIL
CLAY BACKFILL
CONCRETE
BRICK
CONCRETE MASONRY UNIT
CUT STONE
RUBBLE STONE
METAL (LARGE SCALE)
METAL (SMALL SCALE)
CONCRETE PLASTER, EXTERIOR INSULATION FINISH SYSTEM
SHEET METAL
GLAZING
GYPSUM BOARD, PLASTER, GROUT, SAND
PLYWOOD
WOOD
ROUGH LUMBER
BATT OR LOOSE INSULATION
RIGID INSULATION
ACOUSTICAL TILE
RESILIENT TILE
CERAMIC TILE

SECTION OR DETAIL CALLOUT
INTERIOR ELEVATION CALLOUT
WALL TYPE
TOILET ACCESSORY
COLUMN LINE
DOOR NUMBER
ROOM NUMBER
CENTER LINE
FLOOR LINE
DATUM LINE
MATCH LINE
REVISION
NEW CONTOUR
ABANDONED OR EXISTING CONTOUR TO REMAIN

LOCATION MAP



CONSULTANTS

ARCHITECTS' CONSULTANTS

CIVIL ENGINEERING
WILLIS BURKE KELSEY ASSOCIATES, LTD
118 WEST MAIN ST., #201 (630) 443-7755
ST. CHARLES, IL 60174

STRUCTURAL ENGINEER
NTRIVE
280 SHUMAN BLVD (630) 319-1725 X701
NAPERVILLE, IL 60563

LANDSCAPE CONSULTANT
ELK GROVE PARK DISCTRICT
499 BIESTERFIELD RD. 847-228-3513
ELK GROVE VILLAGE, IL 60007 FAX: 847-228-3508

MECHANICAL / PLUMBING / ELECTRICAL ENGINEER
W-T MECHANICAL ELECTRICAL ENGINEERING, LLC
2575 PRATUM AV. (224) 294-6333
HOFFMAN ESTATES, IL 60192

OWNER'S CONSULTANTS

ARCHITECTS
WILLIAMS ARCHITECTS
500 PARK BLVD, SUITE 800 (630) 221-1212
ITASCA, IL 60143 FAX: (630) 221-1220

CERTIFICATION

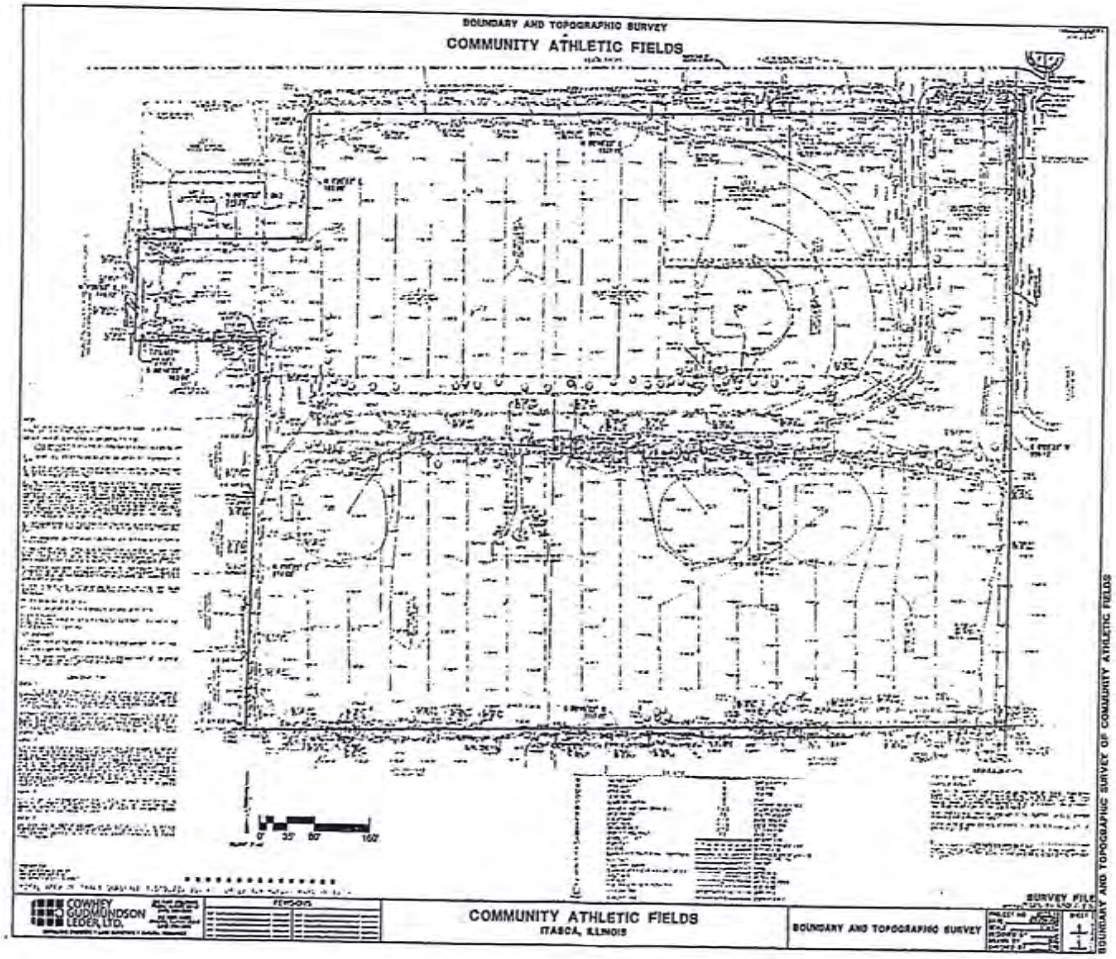
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH ALL APPLICABLE CODES, INCLUDING PUBLIC LAW 101-336 "AMERICANS WITH DISABILITIES ACT OF 1990" AND MEET ALL OF THE REQUIREMENTS SET FORTH IN THE FEDERAL REGISTER PART III DEPARTMENT OF JUSTICE, ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES AND THE ILLINOIS ACCESSIBILITY CODE.

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

WILLIAMS ARCHITECTS

TITLE SHEET

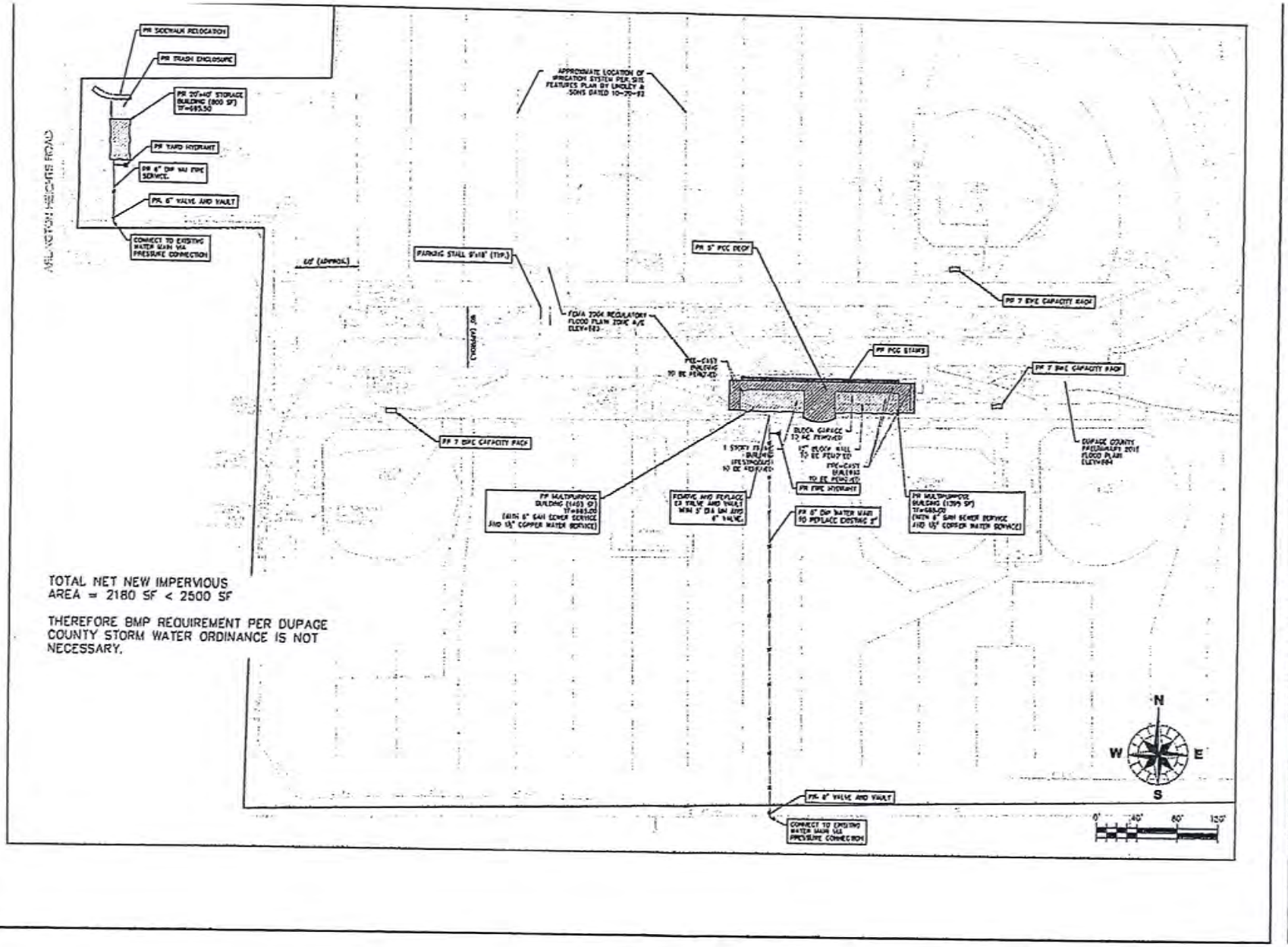
G1.1



WILLIAMS ARCHITECTS

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

SURVEY



TOTAL NET NEW IMPERVIOUS AREA = 2180 SF < 2500 SF

THEREFORE BMP REQUIREMENT PER DUPAGE COUNTY STORM WATER ORDINANCE IS NOT NECESSARY.

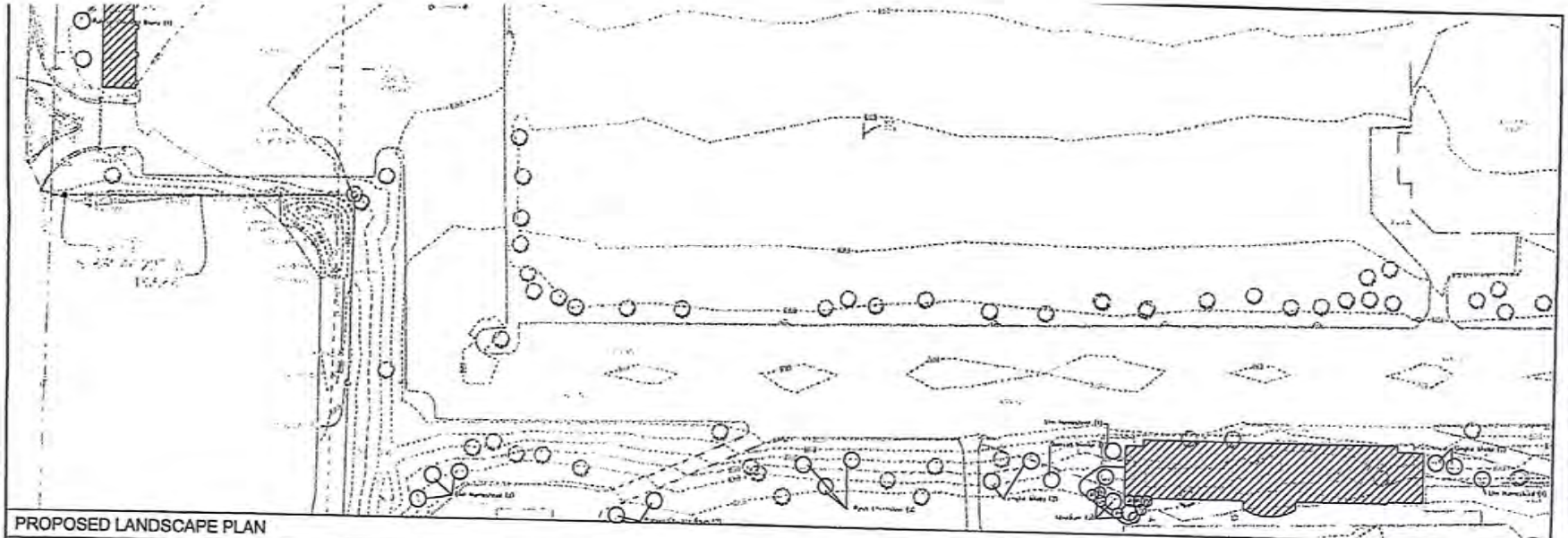
COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

NOT FOR CONSTRUCTION

WILLIAMS ARCHITECTS

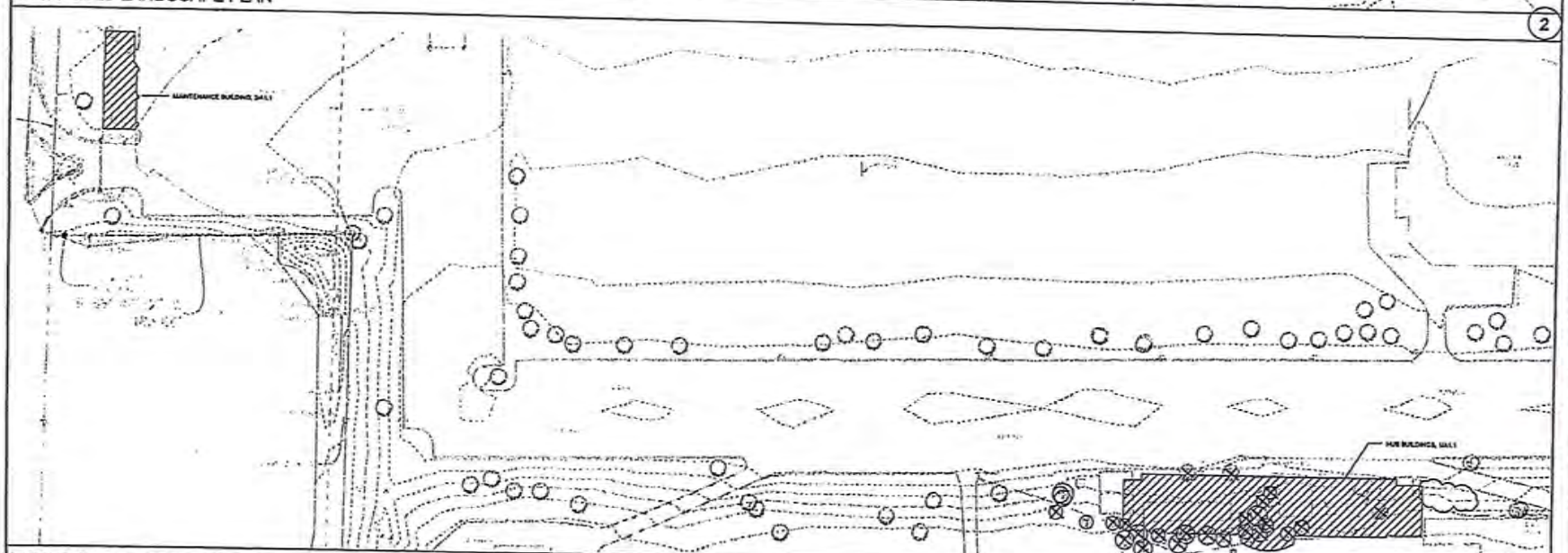
SCHEMATIC SITE PLAN

C1.1



PROPOSED LANDSCAPE PLAN

2



EXISTING TREE REMOVAL PLAN

1

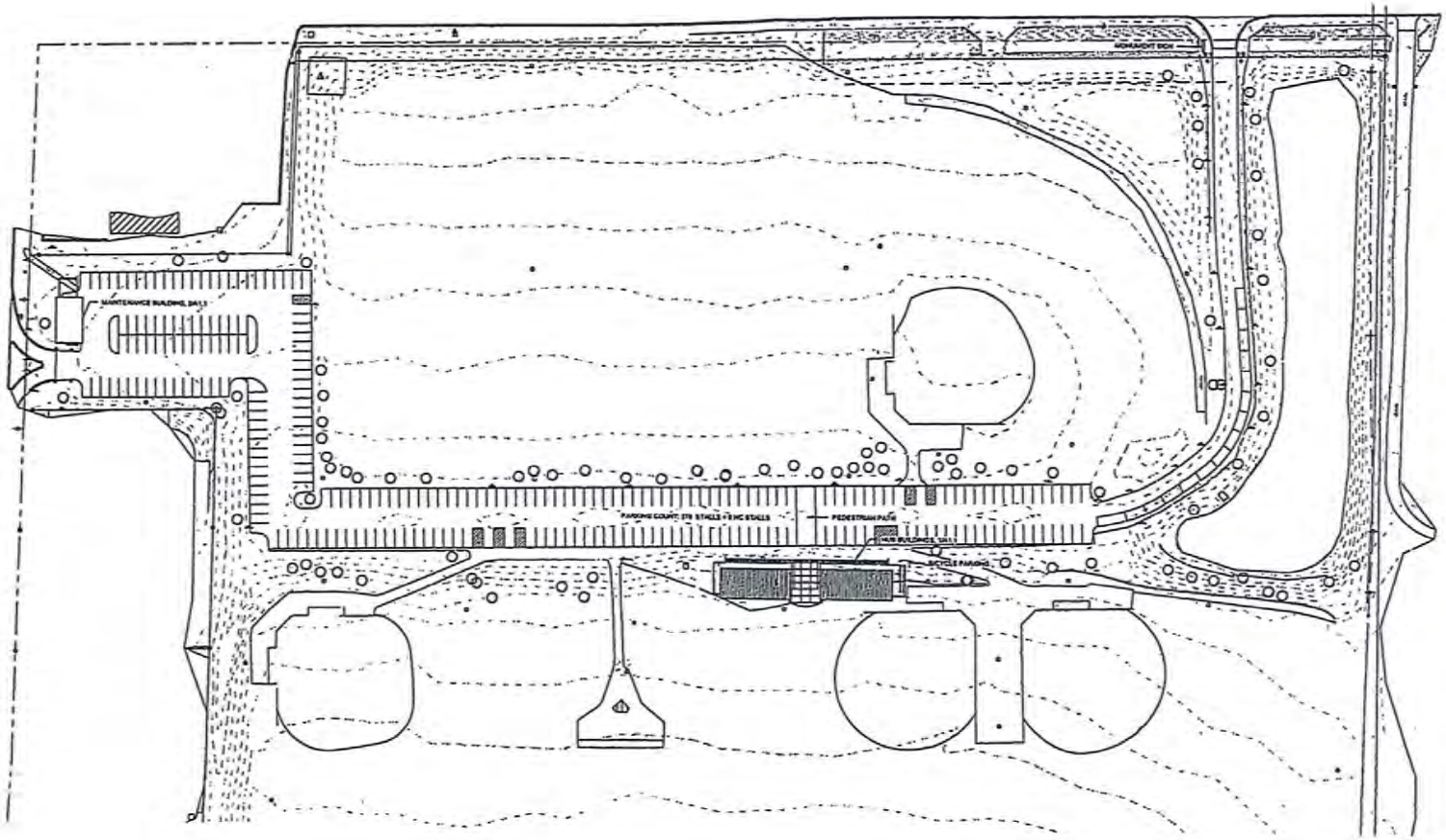
COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

GRAPHIC NORTH

WILLIAMS ARCHITECTS

LANDSCAPE PLANS

L1.1



SITE PLAN

1

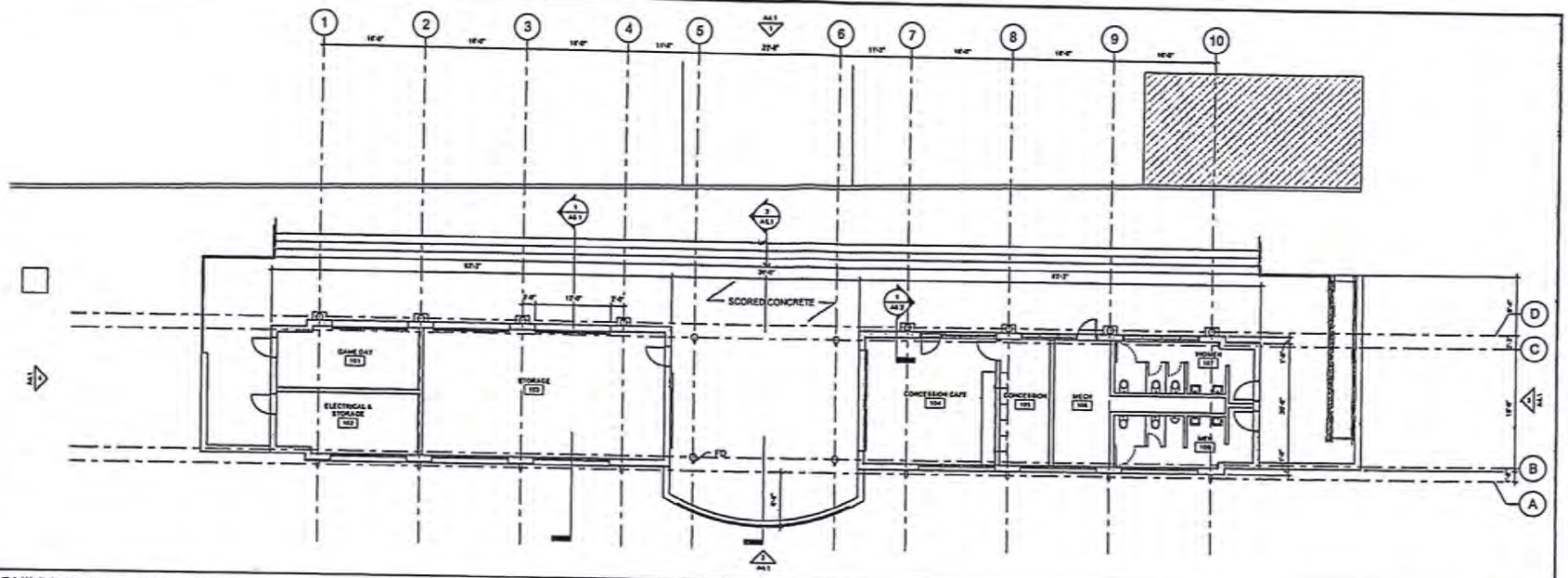
COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

GRAPHIC NORTH

WILLIAMS ARCHITECTS

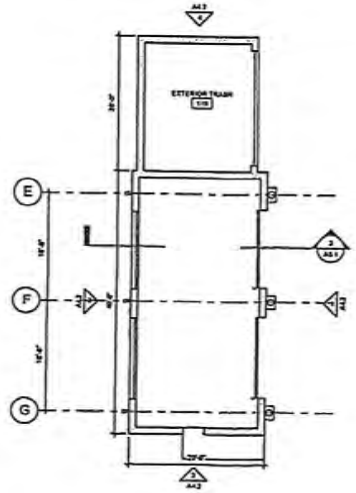
SITE PLAN

AS0.1



HUB BUILDINGS FLOOR PLAN

1



MAINTENANCE BUILDING FLOOR PLAN

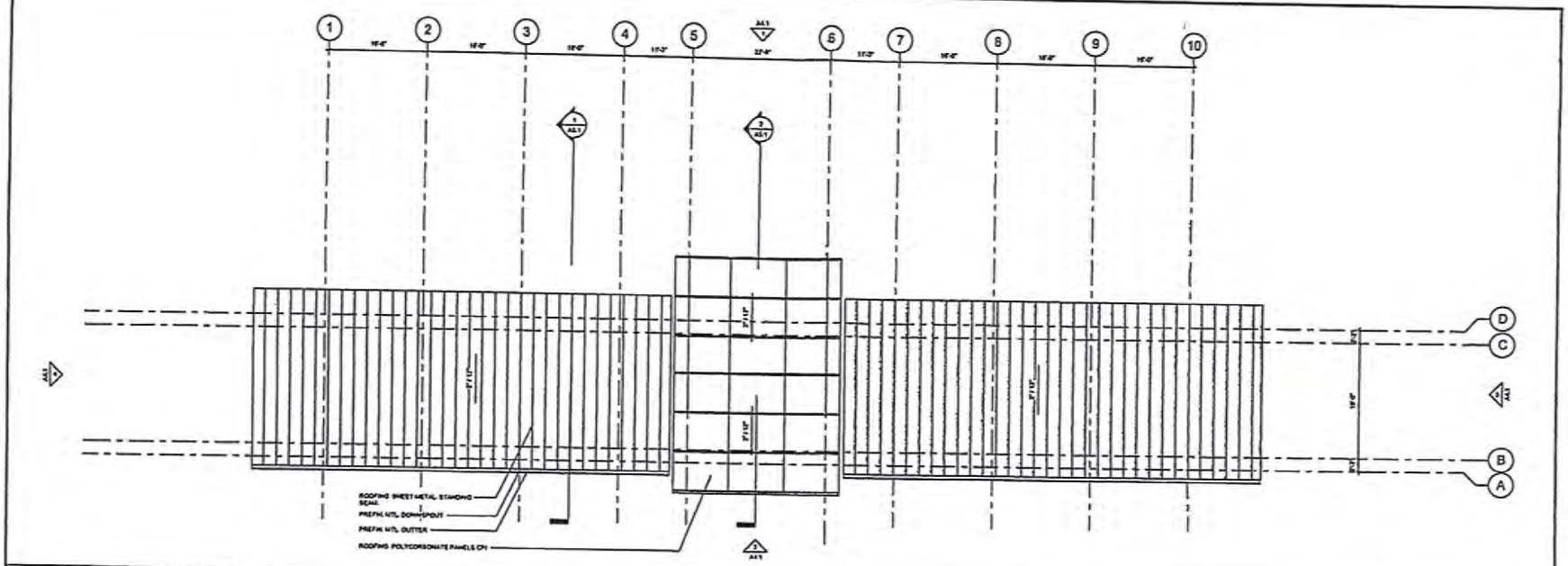
2

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

WILLIAMS ARCHITECTS

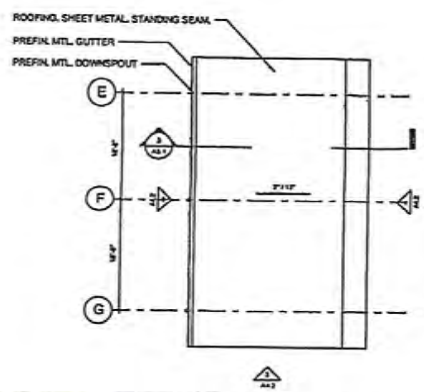
FLOOR PLANS

A1.1



ROOF PLAN - CONCESSIONS BUILDING

1



ROOF PLAN - MAINTENANCE BUILDING

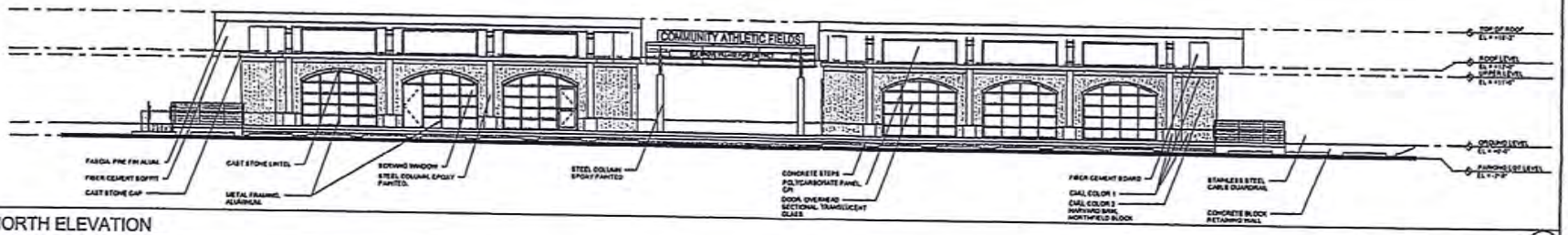
2

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.,
ITASCA, IL 60007

WILLIAMS ARCHITECTS

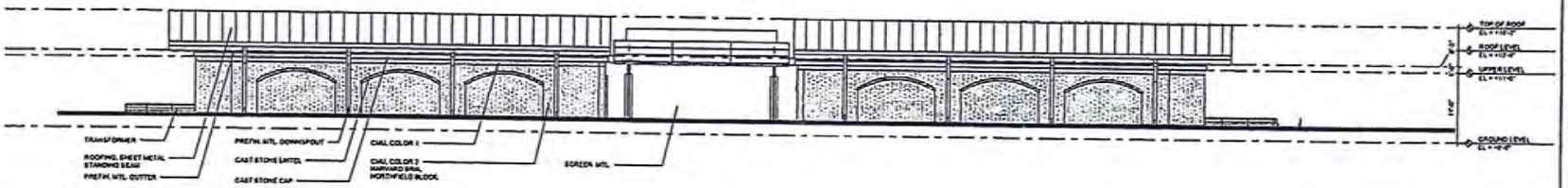
ROOF PLANS

A3.1



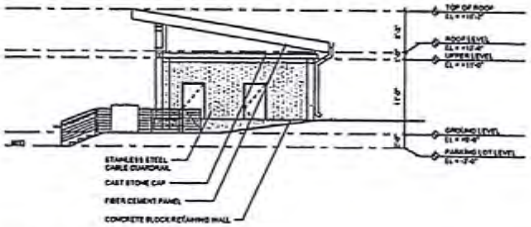
NORTH ELEVATION

SCALE: 1/8" = 1'-0" (1)



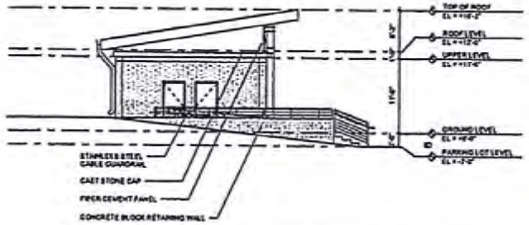
SOUTH ELEVATION

SCALE: 1/8" = 1'-0" (2)



WEST ELEVATION

SCALE: 1/8" = 1'-0" (4)



EAST ELEVATION

SCALE: 1/8" = 1'-0" (3)

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COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

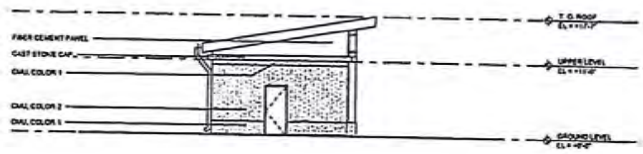
W.O. No. 2014.44
Date 12/05/2014
Drawn Author
Checked Checker

REVISIONS

WILLIAMS ARCHITECTS
ROYCEDALE PLANNING & ADVISE (PA) 2000
Phone 630-773-3737 Fax 630-773-3738

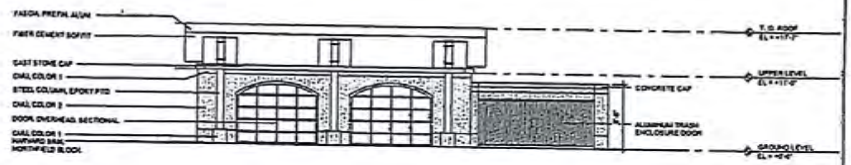
EXTERIOR ELEVATIONS

A4.1



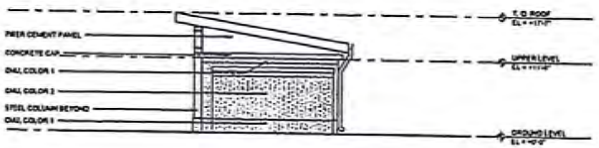
MAINTENANCE BUILDING - NORTH ELEVATION

SCALE: 1/8" = 1'-0" (3)



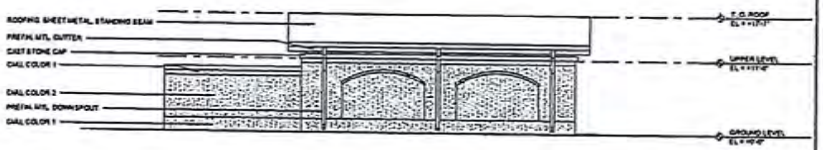
MAINTENANCE BUILDING - EAST ELEVATION

SCALE: 1/8" = 1'-0" (1)



MAINTENANCE BUILDING - SOUTH ELEVATION

SCALE: 1/8" = 1'-0" (4)



MAINTENANCE BUILDING - WEST ELEVATION

SCALE: 1/8" = 1'-0" (2)

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COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

WA No.	2014.004
Date	12/30/2015
Drawn	AJ/JC
Checked	DW/MC

REVISIONS

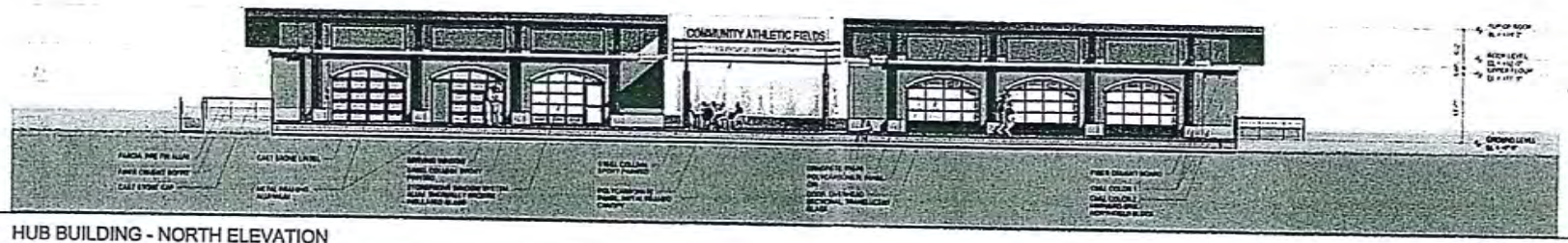
No.	Date	Description
1	2015-12	12/30/2015

WILLIAMS ARCHITECTS
1000 CLARE AVENUE, SUITE 100
ROSELLE, ILLINOIS 60172
Phone 630-221-1313 Fax 630-221-1320

EXTERIOR ELEVATIONS - MAINTENANCE BUILDING

A4.2

12/30/2015 11:37:22 AM



HUB BUILDING - NORTH ELEVATION

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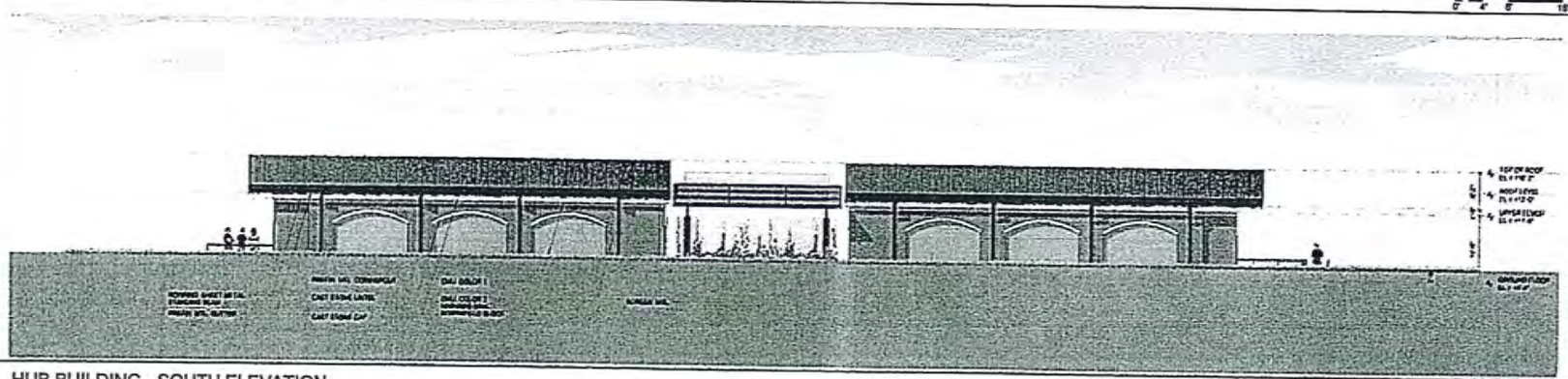
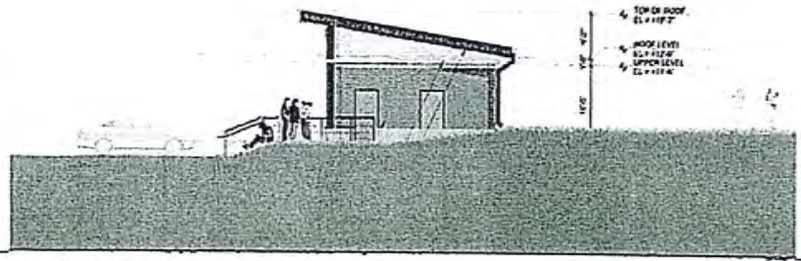


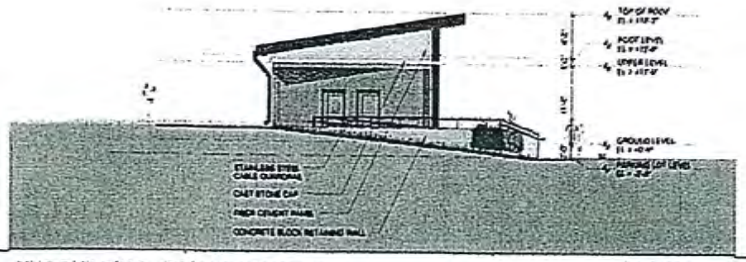
HUB BUILDING - SOUTH ELEVATION

2



HUB BUILDING - WEST ELEVATION

4



HUB BUILDING - EAST ELEVATION

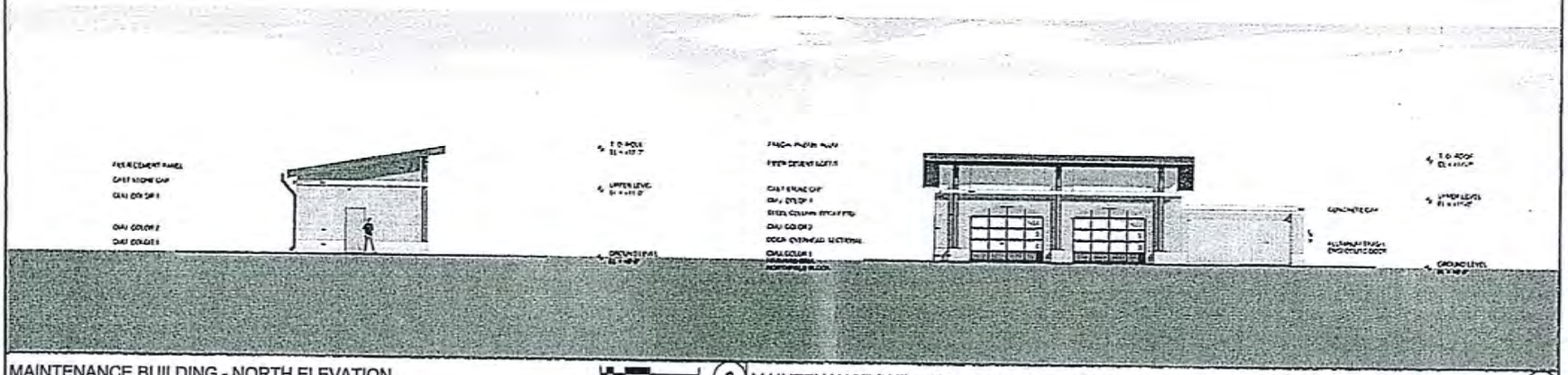
3

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

WILLIAMS ARCHITECTS

RENDERED EXTERIOR ELEVATIONS

A4.1A

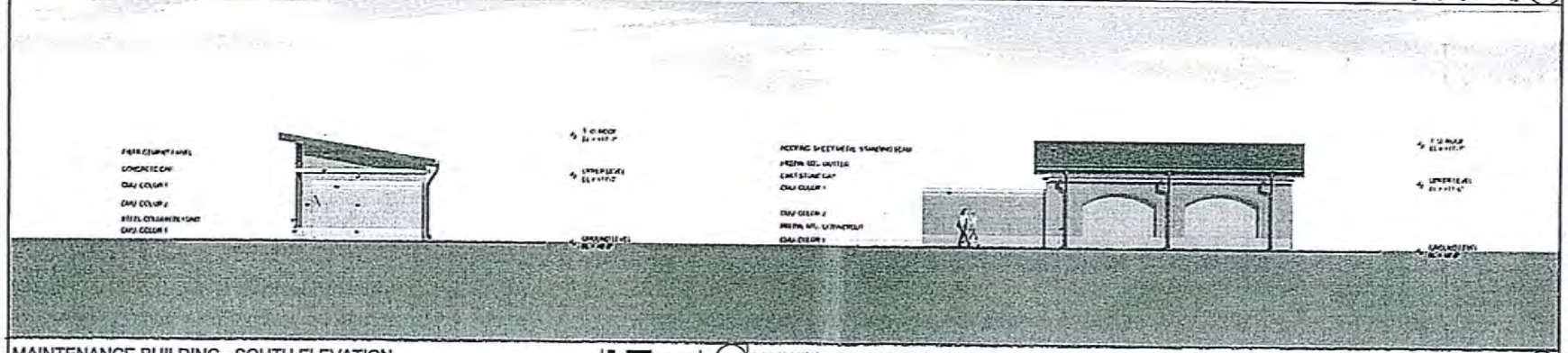


MAINTENANCE BUILDING - NORTH ELEVATION

3

MAINTENANCE BUILDING - EAST ELEVATION

1



MAINTENANCE BUILDING - SOUTH ELEVATION

4

MAINTENANCE BUILDING - WEST ELEVATION

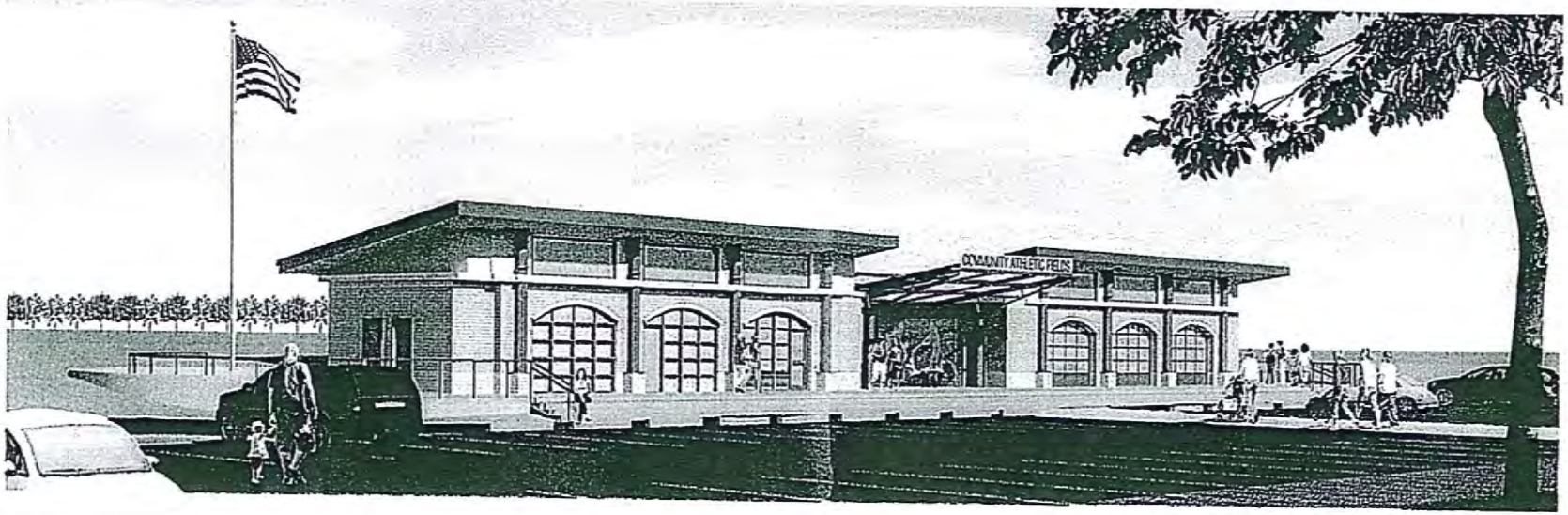
2

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

WILLIAMS ARCHITECTS

RENDERED EXTERIOR ELEVATIONS

A4.2A



HUB BUILDING NORTH WEST VIEW

1

MAINTENANCE BUILDING SOUTH WEST VIEW

3

HUB BUILDING SOUTH WEST VIEW

2

COMMUNITY ATHLETIC FIELDS
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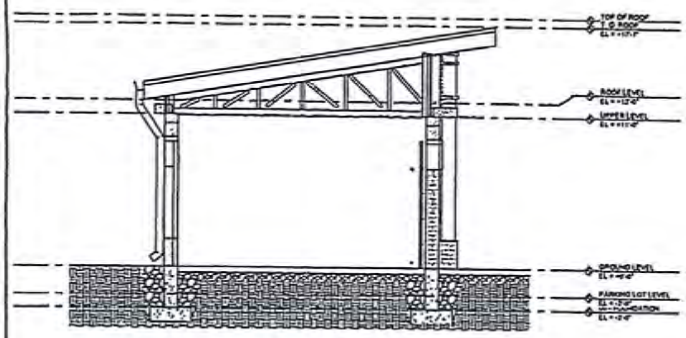
ITASCA, IL 60007

WILLIAMS ARCHITECTS

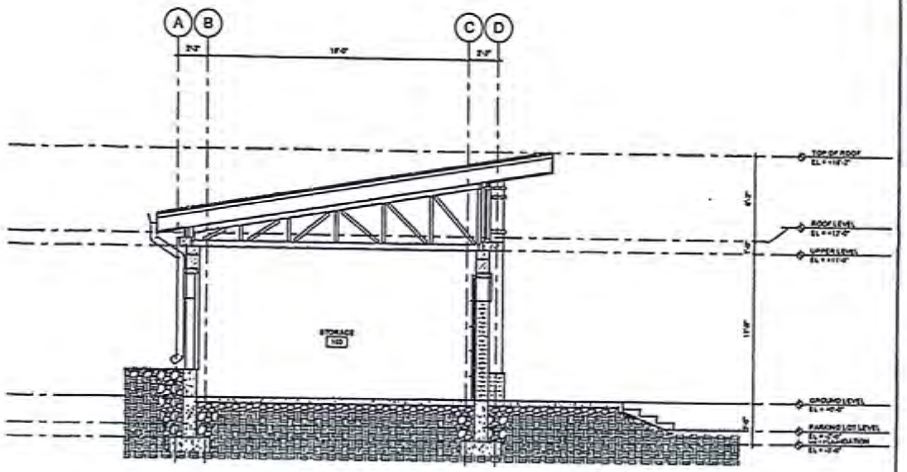
REVISIONS

A4.3



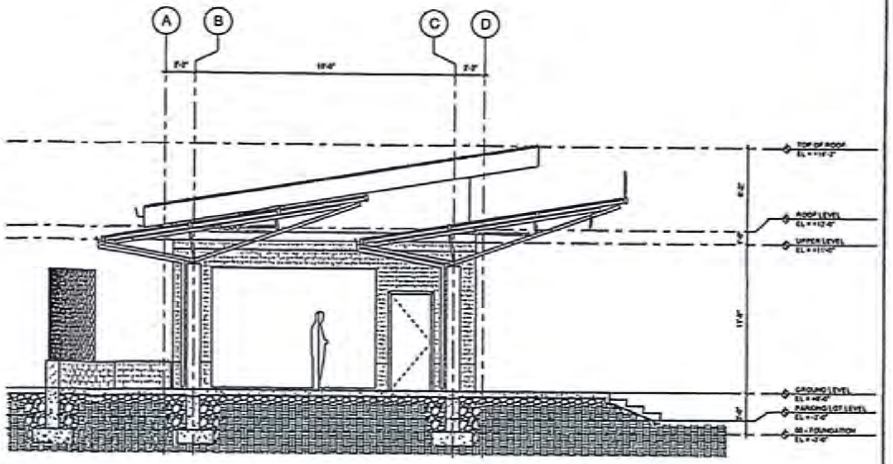
BUILDING SECTION/ BUILDING SECTION AT MAINTENANCE BUILDING

SCALE: 1/4" = 1'-0" (3)



BUILDING SECTION/ BUILDING SECTION AT STORAGE

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



BUILDING SECTION AT PLAZA

SCALE: 1/4" = 1'-0" (2)

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
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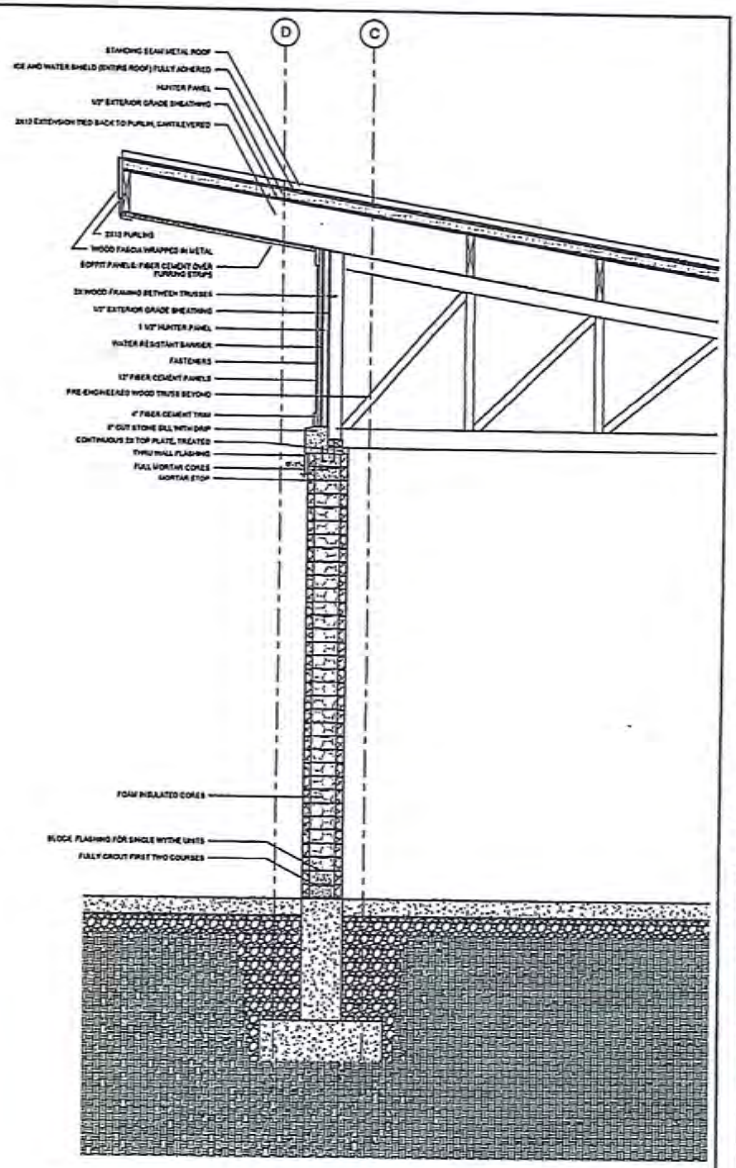
ITASCA, IL 60007

REVISIONS

WILLIAMS ARCHITECTS

SECTIONS

A5.1



WALL SECTION/ Section 6

SCALE: 3/4" = 1'-0"

1

COMMUNITY ATHLETIC FIELDS
ELK GROVE PARK DISTRICT
1375 N. ARLINGTON HEIGHTS RD.
ITASCA, IL 60007

NOT CONSTRUCTION

WILLIAMS ARCHITECTS

WALL SECTIONS, BUILDING VIEWS

A5.2

Melody Craven

From: Aaron Fundich <afundich@reltd.com>
Sent: Wednesday, January 27, 2016 5:03 PM
To: Evan Teich; Ross Hitchcock
Cc: Michelle Bednarz; Melody Craven
Subject: Engineering Agreement - Holiday Inn LS
Attachments: design agreement.pdf

Per discussion this morning, please find attached engineering agreement for Holiday Inn lift station design and bidding services...this can be placed in agenda packets for discussion at the Feb 2 COW meeting.

Much of it is standard agreement language contained in other projects, including our General Services agreement. The 'meat and potatoes' specific to this project is found in Exhibit C. If you have any questions, please don't hesitate to call.

Regards,

Aaron E. Fundich, P.E.
Principal Engineer
Robinson ENGINEERING
Municipal Expertise. Community Commitment
300 W. Park Boulevard, Suite 309
Itasca, IL 60143
Direct (815) 412-2701

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No virus found in this message.
Checked by AVG - www.avg.com
Version: 2015.0.6176 / Virus Database: 4522/11504 - Release Date: 01/28/16

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES

VILLAGE of ITASCA, IL and ROBINSON ENGINEERING, LTD.

THIS IS AN AGREEMENT effective as of the date shown on the Signature Sheet between the Village of Itasca ("Owner") and Robinson Engineering, Ltd ("Engineer"). Owner wishes to cause the certain Village wastewater system improvements to be constructed. The Project improvements include the following:

Design and Bidding Services for Holiday Inn Lift Station Replacement

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations for the design tasks identified in Exhibit C Paragraph A1.1 – Design Phase consistent with the Task List and related Schedule attached hereto as Exhibit D and thereby made a part hereof.

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 shall be adjusted equitably. The Engineer shall make a claim for such adjustment within ten (10) days of the event giving rise to the delay, suspension or other impairment by written notice to Owner with adequate substantiation. The Engineer's failure to make such claim to the Owner as provided herein shall result in the waiver of such claim.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted as agreed to by Engineer and Owner.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

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 and the terms of Exhibit C. If not otherwise specified, the 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. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 60 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 sixtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full, or contested, all amounts due for services, expenses, and other related charges in accordance with the terms of this Agreement. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since 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 wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which 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. 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 with extensive experience with projects similar to the Project under similar circumstances at the same time and in the same locality. Except as otherwise set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants 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. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. There is no Paragraph F.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions.

I. Engineer shall not supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents, other than any Consultants selected by Engineer. However, Engineer shall assist and represent the Owner upon its request to ensure the Contractor's compliance with construction and performance standards.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Deleted.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner an irrevocable license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) 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 Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer and Owner each shall procure and maintain insurance the limits of liability for the insurance reasonably consistent with the Project and work required. Specifically, the Engineer shall maintain the following limits of liability at Engineer's sole expense:

1. Workmans' Compensation	Statutory
2. General Liability	
a. Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
b. General Aggregate	$ 2,000,000
3. Automobile Liability (Bodily Injury and Property Damage)	$ 1,000,000

4. Professional Liability $ 2,000,000
5. Excess or Umbrella Liability following each of the coverages Specified in A 1, 2, 3, and 4 above $10,000,000

B. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Unless otherwise required in the General Conditions of the Construction Contract, Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to 1) cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project; and, provide a separate Owner's-Engineer's Protective ("OEP") liability policy listing the Engineer as a named insured.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Paragraph 6.04. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.04.A. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.04.A will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination other than the delivery of any Documents in accordance with Section 6.03 of this Agreement.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B 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.

D. Payments Upon Termination.

1. 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 performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, subject to the provisions of paragraph 6.03.E.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner and Engineer agree that the substance of the provisions of this paragraph 6.07.C shall appear in and become part of any construction contract for the Project.

6.08 Dispute Resolution

Owner and Engineer agree to resolve such dispute in the 18th Judicial Circuit Court, DuPage County, Wheaton IL. The prevailing party in such dispute, appeals therefrom, and efforts to enforce a judgment, shall be entitled to costs and expenses, including reasonable attorney fees.

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice prior to invoking the procedures of stated below or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures as follows:

Mediation. Owner and Engineer, may, if both mutually agree in writing, submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by JAMS ENDISPUTE (222 S. Riverside Plaza, Suite 1850, Chicago, IL 60606). If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "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 law, Engineer shall indemnify and hold harmless Owner, and Owner's elected officials, officers, employees, and agents from and against the following: (i) any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, or other dispute resolution costs) arising out of or relating to the Project, provided that any such

claim, cost, loss, or damage 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 and/or Engineer's officers, directors, partners, employees, or consultants; (ii) any claims, costs, losses, damages, and/or amount(s) recovered by reason of any infringement or violation of any patent, trademark, and/or copyright by the Engineer and/or by the Engineer's officers, directors, partners, employees, and/or consultants arising out of and/or relating to the Project. The Engineer's obligation to indemnify the Owner and the Owner's elected officials, officers, employees and agents shall survive any termination of this Agreement.

1. *Engineer's Liability Limited to Five Million Dollars ($5,000,000.00).* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed *Five Million Dollars ($5,000,000.00).*

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage 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 the willful and wanton misconduct of Owner or Owner's officers, directors, partners, agents, consultants, or employees, with respect to this Agreement or to the Project, and only to the extent the Owner and its elected officials, officers, employees and agents do not have tort immunity for such claims.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage 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 (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, 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, shall 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, but in any event, the Owner and its elected officials, officers, employees and agents do not waive any tort immunity with respect to such claims.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

If to Engineer:

Robinson Engineering, Ltd.
17000 South Park Avenue
South Holland, IL 60473
(708) 331-3826 FAX

If to Owner:

Village President
Village of Itasca
550 W. Irving Park Road
Itasca, IL 60143

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. .

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, 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, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services"
B. Exhibit B, "Owner's Responsibilities"
C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses"
D. Exhibit D, "Project Schedule"

Special Provisions (if included)

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 8 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

ARTICLE 9 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the later of the "Date Signed" by the parties below:

VILLAGE OF TOWER LAKES, IL

By: _____

Title: Jeffery J. Pruyn, Village President

Attest: _____
Melody Craven, Village Clerk

Date Signed: _____

ROBINSON ENGINEERING, LTD.

By: _____

Title: Aaron E. Fundich, PE, Executive Vice President

Attest: _____
Russ W. Prekwas, CEO

Date Signed: _____

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Design Phase

A. Upon written authorization from Owner, Engineer shall:

1. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
2. Perform soil borings at various locations along the project route.
3. Prepare design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
5. Based on the information contained in the design documents, prepare a Preliminary Opinion of Probable Construction Cost, and assist Owner in collating the various cost categories, which comprise Total Project Costs.
6. Perform or provide the additional design tasks or deliverables, if any as identified in number A1.01.2 above.
7. Furnish three (3) review copies of the 50% complete design documents and any other deliverables to Owner within a reasonable period of time from authorization to proceed with this phase, and review them with Owner. Within a reasonable time period of receipt, Owner shall submit to Engineer any comments regarding the preliminary design documents and any other deliverables.
8. Revise the Design documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Design documents, revised Opinion of Probable Construction Cost, and any other deliverables within a reasonable period after receipt of Owner's comments.
9. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
10. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
11. Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Engineer.
12. Perform or provide the additional Final Design Phase tasks or deliverables if any as identified in the Special Provisions.
13. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within a reasonable period of time from receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.
14. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within a reasonable period of time after receipt of Owner's comments and instructions.
15. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
16. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
17. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
18. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
19. Perform or provide the additional Bidding or Negotiating tasks or deliverables.
20. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. Engineer's services under the Design Phase will be considered complete upon commencement of the Construction Phase (i.e. Pre-Construction Conference) or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Professional land surveying services required to prepare plats of easement, right-of-way and/or legal descriptions required for execution of Project.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Providing construction surveys, re-staking or extraordinary staking to enable Contractor to perform its work other than as required under paragraph A1.02.A.5, and any type of property surveys, legal descriptions or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

23. Updating Owner's atlases with Project information where atlas access is available to Engineer.

24. Perform or provide the additional *Additional Services Requiring Owner's Written Authorization* tasks or deliverables.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
5. Perform or provide the additional *Additional Services Not Requiring Owner's Written Authorization* tasks or deliverables.

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information/data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and special surveys/data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement/Exhibits

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. 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 the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires to see how or for what purpose Contractor has used moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference and bid opening.

O. Verify Owner's property rights (ownership limits, easement rights, etc,) for property to be impacted or utilized in the construction of Project.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant thereto.

Q. Perform or provide the following additional services provided by the Owner: if any as identified in Special Provisions.

The Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE I – SERVICES OF ENGINEER

The Engineer agrees to perform the itemized tasks below as further described under PART I – BASIC SERVICES for the scope of work as further described in Exhibit A:

HOLIDAY INN LIFT STATION REPLACMENT **REL 16-R0240**

A1.01 – Design Phase
Topography of existing conditions; two (2) soil borings; preliminary design and drafting of construction plans; permit and utility coordination; development of engineering plans; review of 50% complete plans with Village; completion of final plans; development of special provisions and specifications; review of 75% complete plans with Village; development of bidding/contract documents, cost estimates, IEPA/IDOT permitting and utility coordination; delivery of 100% complete plans to Village, utility companies, permitting/regulatory agencies; associated project meetings and coordination with Village and Holiday Inn; Final updates to previously prepared design plans, specifications and contract books; preparation of appropriate bidding documents, including preparation of advertisement for bids to be published by Village, for construction contract(s); administration of bidding process including response to bidder questions; conduct pre-bid meeting if required; assist Village with bid openings; review all bids received, prepare bid tabulations and recommend construction contract award to Village, required documentation and project administration with IEPA low interest loan application; all in accordance with services outlined in Exhibit A. Estimated construction cost: $900,000.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 - The Village shall pay the Engineer for all services described above and within the Agreement in accordance with the following schedule:

Phase	*Terms*	*Not-to-Exceed Engineering Fees*
Preliminary Design Engineering*	35%	$27,562.50
Final Design Engineering	35%	$27,562.50
Permitting & Utility Coordination	10%	$7,875.00
Bidding Services	10%	$7,875.00
Project Management	10%	$7,875.00
TOTAL FEES - A1.01 – Design Phase	**Lump Sum**	**$78,750.00**

** Includes $3,000 allowance for two (2) soil borings thirty feet (30') deep*

550 W. Irving Park Road, Itasca, Illinois 60143-2018
630-773-0835 · Fax 630-773-2505 · www.itasca.com

Memorandum

TO: Village Board / Infrastructure Committee

FROM: Nancy Hill, Community Development Director

DATE: January 27, 2016 for
February 2, 2016 Infrastructure and COW Meetings

RE: Robinson Task Order #15-388.02

Attached you will find a proposed Task Order from Robinson Engineering for the design and permitting of the remaining Nature Center Paths at a not to exceed amount of $45,000.

The Village recently completed the wetland delineation, and the design and permitting of the pathways is the next step to getting the last sections constructed. The remaining paths would be constructed in two phases, over the next two fiscal years: FYE 2017 and FYE 2018.

It is the intention of the Village Board to pay for the engineering and permitting and pathway construction from Hotel/Motel Tax funds. There is enough money remaining in the FYE 2016 Budget to pay for the engineering and permitting.

Should the Village Board choose to move forward with the approval of the Task Order, staff would prepare a resolution for final approval at the regular February 16, 2016 Village Board meeting.

Should you have any questions, please contact me in advance of the meeting at 630-228-5621 or nhill@itasca.com.

TASK ORDER 15 - 388.02

In accordance with Paragraph 1.01 of the Agreement between the Village of Itasca ("Owner") and Robinson Engineering, Ltd. ("Engineer") for General Professional Services dated January 2013 ("Agreement"), Owner and Engineer agree to as follows:

1. Specific Project Data:

   A. Title: **Nature Center Proposed Path & Boardwalk Improvements: Design & Permitting**

   B. Description: **Prepare the necessary documentation to obtain DuPage County Stormwater Management Certification and an Illinois Department of Natural Resources Office of Water Resources Floodway Construction Permit.**

2. Scope of Services: Pre-application meeting preparation and attendance with Village Staff and DuPage County. Preparation of design calculations, plans, specifications and any other necessary documentation to accompany permit applications to DuPage County and IDNR-OWR for the construction of the proposed path and boardwalk improvements. Scope of services also includes sub-consultant coordination for soil borings related to the proposed pedestrian bridge replacement.

3. Project Schedule: Design & Permitting – February 2016 through November 2016 (9 months)
   Phase 1 Bidding & Construction – November 2016 through June 2017 (8 months)
   Phase 2 Bidding & Construction – November 2017 through June 2018 (8 months)

4. Project Fee:

Principal Engineer	10 HR @	$190/HR	=	$1,900
Senior Project Manager	60 HR @	$160/HR	=	$9,600
Project Engineer	160 HR @	$125/HR	=	$20,000
CADD Tech	85 HR @	$100/HR	=	$8,500
Sub-Consultant (soil borings)			=	$5,000
		Total Not-to-Exceed Cost:		**$45,000**

VILLAGE OF ITASCA

By: _____

Title: _____

Date Signed: _____

ROBINSON ENGINEERING, LTD.

By: Aaron E. Fundich

Title: Aaron E. Fundich, PE, Exec. Vice President

Date Signed: 1/26/16