

Village of Itasca

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

Village Board Meeting Agenda

June 7, 2016

7:00 p.m.

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

Phone: 630.773.0835
FAX: 630.773.2505

1. Call to Order; Roll Call
2. Pledge of Allegiance
3. Audience Participation
4. President's Comments
 - a. Discussion and possible action concerning liquor licenses for the following special events: Highland Games, Itascafest, Oktoberfest, Craft Beer Show, 4th of July, and NFL Kickoff

Documents: [LIQOUR LICENSE MEMO.PDF](#)

- b. Recap of the Coffee with the Mayor event

5. Community Development Committee
Trustee Latoria, Chairperson

- a. Discussion and possible action concerning Ordinance #1803-16, "An Ordinance Granting Approval for a Class 1 Site Plan, a Special Use Permit and Variances for 100 South Walnut Street (Itasca Tap House)"

Documents: [ORDINANCE - SITE PLAN VARIANCE SPECIAL USE - 100 S WALNUT ST \(ITASCA TAP HOUSE\) - FINAL.PDF](#), [MEMO TO BOARD 060716.PDF](#)

- b. Discussion and possible action concerning a New Business License Application for AmLED Technologies, Inc, a LED light fixtures company, to be located at 1035 Hilltop Drive

Documents: [BUSINESS LICENSE APP.PDF](#)

6. Administration Committee
Trustee Santorsola, Chairperson

7. Environmental Committee
Trustee Leahy, Chairperson

8. Finance Committee
Trustee Hower, Chairperson

- a. Discussion and possible action concerning Resolution #868-16, "A Resolution Authorizing Execution of a Letter of Intent with Paylocity"

Documents: [RESOLUTION 868.PDF](#), [PAYLOCITY - LETTER OF INTENT.PDF](#), [MEMO TO THE BOARD.PDF](#)

- b. Discussion and possible action concerning Ordinance #1805-16, "An Ordinance Amending Ordinance No. 1784-15 and Chapter 54, Combined Water and Sewer System, of the Itasca Municipal Code to Establish Water and Sewer Rate Changes for 2016 to 2018"

Documents: [ORD NO 1805-16.PDF](#), [WATER AND SEWER MEMO 060316.PDF](#)

9. Public Safety Committee
Trustee Madaras, Chairperson

10. Public Works/Infrastructure Committee
Trustee Aiani, Chairperson

- a. Discussion and possible action concerning Resolution #873-16, "A Resolution Authorizing Acceptance and Execution of an Agreement Supplement No. 1 for Wastewater Treatment Plant SCADA System"

Documents: [RES NO 873-16.PDF](#)

- b. Discussion and possible action concerning Resolution #874-16, "A Resolution Authorizing Agreement with BN Controls, Inc. for SCADA System Updates at the WWTP"

Documents: [RES NO 874-16.PDF](#), [SCADAMEMO.PDF](#), [BNCONTROLS ITASCA LAB99 SCADA REV1 06.02.16.PDF](#), [20160602143700112.PDF](#)

11. Consent Agenda

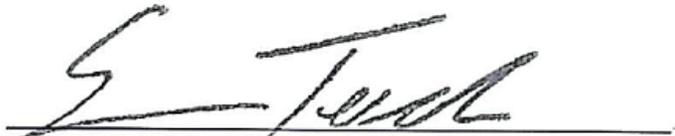
- a. Approval of Resolution #869-16, "A Resolution Authorizing Suburban O'Hare Commission (SOC) Funding"

Documents: [RESOLUTION - AUTHORIZING SUBURBAN OHARE COMMISSION \(SOC\) FUNDING.PDF](#)

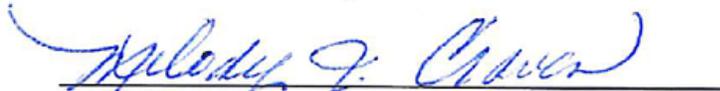
- b. Approval of Resolution #870-16, "A Resolution Authorizing Approval of an Agreement between the Village of Itasca and the Illinois Department of Transportation for Construction of Pedestrian Improvements on a Portion of Arlington Heights Road and Irving Park Road"

Documents: [RESOLUTION - APPROVAL OF AGREEMENT W IDOT RE PREDESTRIAN IMPROVEMENTS ON ARLINGTON HEIGHTS AND IRVING PARK ROADS.PDF](#)

12. Voucher dated June 7th, 2016
13. Department Head Reports
14. Executive Session
15. Adjournment



Evan Teich, Village Administrator



Melody J. Craven, Village Clerk



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

Memorandum

To: Village Board of Trustees
From: Jeff Pruyn, Mayor
Date: June 7th, 2016 Village Board Meeting
Re: Upcoming Special Events Liquor Licenses Approval

It has been the practice for the Village's Liquor Commissioner to issue special event liquor licenses with the consent of the Village Board. As the Village's Liquor Commissioner, I am seeking approval for temporary liquor licenses for the following special events, subject to applications meetings all requirements per our ordinances:

- **Highland Games**, June 17-18 at Hamilton Lakes
- **Fourth of July**, July 4 at Hamilton Lakes
- **Itasca Fest**, July 14-17 at Washington Park
- **Oktoberfest**, September 9-10 at Orchard Street
- **Comcast NFL Kickoff**, September 11 at Orchard Street
- **Itasca Craft Beer Tasting**, October 7 at Holiday Inn Itasca

ORDINANCE NO. 1803 -16

**AN ORDINANCE GRANTING APPROVAL FOR
A CLASS 1 SITE PLAN, A SPECIAL USE PERMIT AND
VARIANCES FOR 100 SOUTH WALNUT STREET (Itasca Tap House)**

WHEREAS, Itasca Tap House, Inc. (hereinafter “Petitioner”) has filed a petition requesting a special use permit and variances at 100 South Walnut Street in the Village of Itasca (hereinafter “Subject Property”); and

WHEREAS, prior to the granting of a special use permit, Petitioner proposed a Class I Site Plan, attached hereto as Exhibit A; and

WHEREAS, the Itasca Historic Commission voted to recommend that the Village authorities approve Exhibit A, the Class I Site Plan on December 20, 2012; and

WHEREAS, Petitioner seeks a special use permit for the operation of a tap house (tavern) with indoor and outdoor seating areas, inside and outside food and beverage sales, indoor and outdoor live entertainment, an accessory retail gift shop, an accessory restaurant use, and the ability to host special events both inside and outside; and

WHEREAS, Petitioner seeks a variances from Sections 4.06, 4.13, 8.07(5), 4.06(8), 4.13(4), 4.20(7c), 13.03(2)(c)(9), 12.05(2), 13.03(2)(c)(5), 13.01(24), 13.03(2)(c)(9), and 13.03(2)(c)(10); and

WHEREAS, Petitioner has submitted an application, attached hereto as Exhibit B, for the special use permit and variances, and public hearings were held by the Itasca Plan Commission on November 7, 2012, and December 19, 2012, pursuant to public notice as required by law, with respect to Petitioner’s application; and

WHEREAS, the Plan Commission recommended to approve the Class I Site Plan with the condition that the Village, as owner of the property to the Subject Property at 100 North Walnut Street, approves of the landscaping and landscaping plan on the property to the north; and

WHEREAS, the Plan Commission recommended approval made the following findings of facts with respect to the special use permit:

1. The approval of the special use is in the public interest and 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.
4. The proposed use will comply with the regulations and conditions specified in the Zoning Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

WHEREAS, the Plan Commission made the following findings of fact with respect to the recommended variances:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
2. The plight of the owner is due to unique circumstances.
3. The variations, if granted, will not alter the essential character of the locality.

WHEREAS, the Plan Commission voted to recommend that the Village authorities grant the special use permit and approve certain variances (identified below), subject to the following conditions:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal, attached hereto as Exhibit C,¹ with the following revisions:

¹ Exhibit C consists of the following plans:

- a. Front (east elevation) building perspective, prepared by Carlson Landscape Associates, Inc. and Brehm Architects, received on April 14, 2016.
- b. Site Development and Landscape Improvements, Enlarged View, prepared by Carlson Landscape Associates, Inc., dated April 3, 2014, received on April 14, 2016.
- c. Site Development and Landscape Improvements, Drawing Number LS-1, Existing Site Conditions and Removal Plan, prepared by Carlson Landscape Associates, Inc., dated April 3, 2014, received on April 14, 2016.
- d. Site Development and Landscape Improvements, Drawing Number LS-2, Dimensioned Site Plan, prepared by Carlson Landscape Associates, Inc., dated April 3, 2014, received on April 14, 2016.
- e. Site Development and Landscape Improvements, Planting Plan, prepared by Carlson Landscape Associates, Inc., dated April 3, 2014, received on April 14, 2016.
- f. Site Development and Landscape Improvements, Preliminary Landscape Lighting Plan, prepared by Carlson Landscape Associates, Inc., dated April 3, 2014, received on April 14, 2016.
- g. Rear (west elevation) signage diagram, prepared by Carlson Landscape Associates, Inc. and Brehm Architects, received on April 14, 2016.
- h. First Floor Plan, Prepared by Brehm Architects, dated November 07, 2012.
- i. Basement Plan, Prepared by Brehm Architects, dated November 7, 2012.
- j. Existing Second Floor Plan, Prepared by Brehm Architects, dated November 7, 2012.

- a. Maximum letter height on all non-ground signs shall be 18 inches, except for the non-ground signs on the rear of the building (west elevation).
 - b. The maximum allowable gross surface area of all non-ground signs shall be 49.375 square feet.
2. The project and all construction, grading, signage, landscaping, and seating areas shall be in compliance with all applicable laws, codes and regulations, including all Village Ordinances, Building Codes, Health Department Regulations, and the DuPage County Stormwater and Floodplain Ordinance.
 3. Any favorable recommendation is subject to final engineering approval.
 4. A building permit for the interior work shall be applied for within one year of the approving date of the ordinance, and construction on said permit shall begin within 18 months of approval of the ordinance.
 5. The Special Use approval shall expire if the Special Use shall cease for more than 12 months for any reason.

WHEREAS, the Plan Commission voted to recommend that the Village authorities grant the following requested variances:

1. Variances from Section 4.06 and 4.13 to permit an accessory structure (a silo kiosk) in front of the principal building, to reduce the minimum required distance to a property line for an accessory structure (the silo kiosk) from 5 feet to 0 feet, and to permit an accessory structure (i.e., the silo kiosk) within the required front and/or side yards.
2. Variances from Section 8.07(5) to reduce the required front yard setback for an accessory structure (i.e., the silo kiosk) from 25 feet to 4 feet and to reduce the required side yard setback for an accessory structure (i.e., the silo kiosk) from 3 feet to 0 feet.
3. Variance from Section 4.06(8) to reduce the required separation between an accessory structure (i.e., the silo kiosk) and another building from 10 feet to 0 feet.
4. Variance from Section 4.13(4) to increase the total area of accessory structures from 10% to 15.5% of the aggregate area of the principal structures (an increase from 187 square feet to 290 square feet).
5. Variance from Section 4.06 to permit an outdoor fireplace in front of the principal building.

6. Variances from Section 4.06 to permit a patio in front of the principal building, to reduce the required front yard setback for a patio from 25 feet to 12 feet, and to reduce the minimum distance to a side property line for a patio from 3 feet to 2 feet.
7. Variance from Section 4.06 to permit a deck in front of the principal building and to reduce the minimum distance to a side property line for a deck from 3 feet to 2 feet.
8. Variance from Section 4.20(7c) to allow a fence to be constructed greater than 1 foot from a side or rear property line and within the required front yard setback.
9. Variance from Section 13.03(2)(c)(9) to increase the maximum letter height from 18 inches to 24 inches on signs on the rear of the building only.
10. Variance from Section 4.06 to increase the width of a canopy in front of a commercial building from 10 feet to 43 feet in width and 30 feet in length.
11. Variance from Section 12.05(2) to permit a reduction in the required number of off-street parking spaces from 55 to 4.

WHEREAS, the Plan Commission voted not to recommend that the Village authorities grant the following requested variances:

1. Variance from Section 13.03(2)(c)(5) to decrease the minimum front yard setback for a sign from 15 feet to 4 feet.
2. Variance from Section 13.01(24) to decrease the minimum distance a sign must be from a lot line from 5 feet to 4 feet.
3. Variance from Section 13.03(2)(c)(9) to increase the maximum letter height on signs from 18 inches to 24 inches.
4. Variance from Section 13.03(2)(c)(10) to increase the maximum allowable gross surface area of all non-ground signs on a zoning lot from 49.375 square feet to 100 square feet.

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

SECTION ONE: The corporate authorities hereby make the following findings of fact:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

2. The plight of the owner is due to unique circumstances.
3. The variations, if granted, will not alter the essential character of the locality.
4. The approval of the special use is in the public interest and not solely for the interest of the applicant.
5. 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.
6. 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.
7. The proposed use will comply with the regulations and conditions specified in the Zoning Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION TWO: The corporate authorities hereby approve Petitioner's Class I Site Plan.

SECTION THREE: The corporate authorities hereby grant Petitioner a special use permit for the operation of a tap house (tavern) with indoor and outdoor seating areas, inside and outside food and beverage sales, indoor and outdoor live entertainment, an accessory retail gift shop, an accessory restaurant use, and the ability to host special events both inside and outside; and

SECTION THREE: The corporate authorities hereby grant Petitioner variances from Section 4.06 and 4.13 to permit an accessory structure (a silo kiosk) in front of the principal building, to reduce the minimum required distance to a property line for an accessory structure (the silo kiosk) from 5 feet to 0 feet, and to permit an accessory structure (i.e., the silo kiosk) within the required front and/or side yards.

SECTION FOUR: The corporate authorities hereby grant Petitioner variances from Section 8.07(5) to reduce the required front yard setback for an accessory structure (i.e., the silo kiosk) from 25 feet to 4 feet and to reduce the required side yard setback for an accessory structure (i.e., the silo kiosk) from 3 feet to 0 feet.

SECTION FIVE: The corporate authorities hereby grant Petitioner a variance from Section 4.06(8) to reduce the required separation between an accessory structure (i.e., the silo kiosk) and another building from 10 feet to 0 feet.

SECTION SIX: The corporate authorities hereby grant Petitioner a variance from Section 4.13(4) to increase the total area of accessory structures from 10% to 15.5% of the aggregate area of the principal structures (an increase from 187 square feet to 290 square feet).

SECTION SEVEN: The corporate authorities hereby grant Petitioner a variance from Section 4.06 to permit an outdoor fireplace in front of the principal building.

SECTION EIGHT: The corporate authorities hereby grant Petitioner variances from Section 4.06 to permit a patio in front of the principal building, to reduce the required front yard setback for a patio from 25 feet to 12 feet, and to reduce the minimum distance to a side property line for a patio from 3 feet to 2 feet.

SECTION NINE: The corporate authorities hereby grant Petitioner a variance from Section 4.06 to permit a deck in front of the principal building and to reduce the minimum distance to a side property line for a deck from 3 feet to 2 feet.

SECTION TEN: The corporate authorities hereby grant Petitioner a variance from Section 4.20(7c) to allow a fence to be constructed greater than 1 foot from a side or rear property line and within the required front yard setback.

SECTION ELEVEN: The corporate authorities hereby grant Petitioner a variance from Section 13.03(2)(c)(9) to increase the maximum letter height from 18 inches to 24 inches on signs on the rear of the building only.

SECTION TWELVE: The corporate authorities hereby grant Petitioner a variance from Section 4.06 to increase the width of a canopy in front of a commercial building from 10 feet to 43 feet in width and 30 feet in length.

SECTION THIRTEEN: The corporate authorities hereby grant Petitioner a variance from Section 12.05(2) to permit a reduction in the required number of off-street parking spaces from 55 to 4.

SECTION FOURTEEN: The corporate authorities hereby overturn the Plan Commission's recommendation to deny and grant Petitioner a variance from Section 13.03(2)(c)(5) to decrease the minimum front yard setback for a sign from 15 feet to 4 feet.

SECTION FIFTEEN: The corporate authorities hereby overturn the Plan Commission's recommendation to deny and grant Petitioner a variance from Section 13.01(24) to decrease the minimum distance a sign must be from a lot line from 5 feet to 4 feet.

SECTION SIXTEEN: The corporate authorities acknowledge that Petitioner withdraws its request for a variance from Section 13.03(2)(c)(9) to increase the maximum letter height on signs from 18 inches to 24 inches.

SECTION SEVENTEEN: The corporate authorities hereby overturn the Plan Commission's recommendation to deny and grant Petitioner a variance from Section 13.03(2)(c)(10) to increase the maximum allowable gross surface area of all non-ground signs on a zoning lot from 49.375 square feet to 100 square feet.

SECTION EIGHTEEN: The special use and variances approved in Sections Three, Four, Five, Six, Seven and Eight are subject to the following conditions:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal, attached hereto as Exhibit C, with the following revisions:
 - a. Maximum letter height on all non-ground signs shall be 18 inches, except for the non-ground signs on the rear of the building (west elevation).
 - b. The maximum allowable gross surface area of all non-ground signs shall be 49.375 square feet.
1. The project and all construction, grading, signage, landscaping, and seating areas shall be in compliance with all applicable laws, codes and regulations, including all Village Ordinances, Building Codes, Health Department Regulations, and the DuPage County Stormwater and Floodplain Ordinance.
2. Any favorable recommendation is subject to final engineering approval.
3. A building permit for the interior work shall be applied for within one year of the approving date of the ordinance, and construction on said permit shall begin within 18 months of approval of the ordinance.
4. The Special Use approval shall expire if the Special Use shall cease for more than 12 months for any reason.

SECTION NINETEEN: All other aspects of the Subject Property are to be in compliance with all Village ordinances, including but not limited to the Itasca Zoning Ordinance, unless otherwise modified by ordinance.

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

SECTION TWENTY-TWO: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

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

APPROVED:

Village President Jeffery J. Pruyne

ATTEST:

Village Clerk Melody J. Craven



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

Memorandum

To: Jeff Pruyn, Mayor and Village Board of Trustees
From: Nancy Hill, Community Development Director
Date: June 2, 2016 for June 7, 2016 Village Board Meeting
Re: Itasca Tap House

At the May 17 regular meeting, the Village Board tabled the vote on Ordinance #1803-16 in order for staff and the Village Attorney to review a recorded document granting an easement across the subject property.

During the last Village Board meeting, staff became concerned that the easement may be dedicated to the Village or have some other public benefit, which could impact the proposed site plan. We have since reviewed said document and confirmed that the easement is between two private parties for the purposes of a sanitary sewer service line. There is no public benefit, and the presence of the easement has no impact on Village-owned utilities.

The easement document, however, does affect the sewer service for the property owner of the lot just south of the Itasca Tap House. The Village should be concerned that the adjacent property owner is satisfied that the easement is still honored. The property owner was at the last meeting where this item was discussed and stated that he is satisfied.

In summary, after review of the document, staff has determined that the easement is not an impediment to the Village's approval of the proposed project. Therefore, staff recommends the Village Board take action on Ordinance #1803-16.

It should also be noted that since the June 17 meeting, the Village Attorney revised Ordinance #1803-16 so that it overturns the Plan Commission's negative recommendation on signs variations. As a reminder, a 2/3 vote of all of the Board of Trustees of the Village of Itasca is required to overturn the Plan Commission's recommendation on these items.



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: Zoning Certificate Request
AmLED Technologies, Inc. – 1035 Hilltop Dr.

FROM: Chris Strom
Community Development

VB: June 7, 2016

CC: Melody Craven, Village Clerk
Nancy Hill, Director
Shannon Malik, Planner III
File

ENCL: Business License Application

I recommend approval of the following Zoning Certificate Request:

Company Name: AmLED Technologies, Inc.

Address: 1035 Hilltop Drive

Zoning: M – Limited Manufacturing District

AmLED Technologies designs and manufactures LED light fixtures. The proposed location will be the only location for this company, as they are moving from their Alsip office to Itasca. The proposed use is permitted in the M- Limited Manufacturing District and parking appears to be adequate for this use.



VILLAGE OF ITASCA NEW BUSINESS APPLICATION

Please Note: The business name, address, phone, fax, e-mail, website, and description will be listed in the Itasca Online Business Directory.

General Information

Today's Date: 04/08/16 Move-In Date: 04/15/16 Date you assume(d) control of property through lease or purchase: 04/15/16

Business Name: Amlid Technologies, Inc.

Current Address: 12346 S. Keeler Ave - Alsip, IL 60803

Proposed Itasca Address: 1035 Hilltop Dr. Itasca, IL 60143

Mailing Address (if different from Itasca Address): 12346 S. Keeler Ave. Itasca, IL 60143

Phone: 708-926-2260 Fax: 708-272-7221 Illinois Business Tax Number: 47-

Email: Phillip@amledtechnologies.com Website: www.amledtechnologies.com

Does your business collect retail sales tax? Yes No

Description of Business: Design & manufacturing of LED Light Fixtures.

Owner/Principal/Site Manager Information

Contact Information (if different from owner/principal/site manager)

Name: Liberty Property Limited Partnership Name: Matt Neumann

Title: _____ Title: Senior Director, Leasing & Development

Phone: _____ Phone: 847-264-2120

E-mail: _____ E-mail: inneumann@libertyproperty.com

Site Information

Sq. Ft. of Retail Space: _____ Number of Company Vehicles Parked On-Site: 20

Sq. Ft. of Office Space: _____ Number of Vending Machines On-Site: 0

Sq. Ft. of Warehousing / Industrial Space: 38,649. Total # of Parking Spaces Assigned to Your Business: 20

Sq. Ft. of Other Space: _____ Total # of Employees at Location: 12

Total Sq. Ft. of Facility: _____ Number of Shifts: 1

Number of Employees On-Site During Peak Shift: 12

Tenants

Do or will you lease space to another company at the proposed Itasca location? Yes No

If yes, please provide the name and phone number of each company. Please attach additional sheets if necessary.

	<u>Tenant Name</u>	<u>Phone Number</u>
1.	<u>Lighting & Surveillance</u>	<u>708-926-2260</u>
2.	_____	_____

Other Itasca Sites (if applicable)

Do you occupy more than one location in Itasca? Yes No

If yes, please list the other addresses and square footage. Please attach additional sheets if necessary.

	<u>Address</u>	<u>Square Feet</u>
1.	_____	_____
2.	_____	_____

Fee Calculator

Please use the below table to calculate the inspection and licensing fees for your new business. Please note: Additional fees may be required if the facility requires reinspection(s) and/or requests a Temporary Occupancy Certificate.

New Tenant Inspection	1	Using the table included on page 9, please enter the New Tenant Inspection Fee . This fee is paid to the Village of Itasca, Community Development Department.	1	
Licensing	2	Business License: Using the table included on page 9, please enter the Business License Fee for the business.	2	
	3	Live Entertainment License: If the business will have live entertainment, please enter \$40 for an annual single-performer license or \$600 for an annual multiple performer license.	3	
	4	Tobacco Seller's License: If the business will sell tobacco, please enter \$100. Additionally, please complete and submit a Tobacco Seller's License Application (available on-line at www.itasca.com/newbusiness and at the Itasca Village Hall).	4	
	5	Vending Machine License: If the facility will have vending machines on-site, enter \$25 per machine.	5	
	6	Please add lines 2 through 6, this is your Total Licensing Fee . This fee is paid to the Village of Itasca.	7	

NOTE: IF PAYING BY CHECK, PLEASE PROVIDE TWO CHECKS: ONE FOR THE NEW TENANT INSPECTION FEE AND ONE FOR THE TOTAL LICENSING FEE.

Certification

By signing below, the applicant certifies or affirms that:

1. the information provided in the New Business Application is true and accurate to the best of his or her knowledge, and
2. the proposed use(s) is/are in full compliance with Section 11.02 of the Itasca Zoning Ordinance. A copy of Section 11.02 is available online at www.itasca.com/comdev.

Name: Phillip Desai Title: Treasurer
 Signature: [Signature] Date: 04/08/16

OFFICE USE ONLY

Fee	Amount Paid	Date	Received By
New Tenant	\$280 CC	4-8-16	[Signature]
Total Licensing	\$200 CC	4-8-16	[Signature]

RESOLUTION NO. 868-16

**A RESOLUTION AUTHORIZING EXECUTION OF
A LETTER OF INTENT WITH PAYLOCITY**

WHEREAS, the Village of Itasca (hereinafter “Village”) has an agreement with Paylocity for payroll services; and

WHEREAS, the Village wishes to amend the agreement to include timekeeping clocks for keeping track of employee’s work time; and

WHEREAS, the Village has received a Letter of Intent that will allow Paylocity to add the timekeeping clocks to the previously executed agreement, attached hereto as Exhibit A, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Village President 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 accept and approve the Letter of Intent from Paylocity, Exhibit A.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute the Letter of Intent, Exhibit A, on behalf of the Village.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held invalid, 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: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

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

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Melody J. Craven



Letter of Intent

This letter of intent will allow Paylocity to add the following service to my account. I understand I may be required to provide some additional documentation in addition to this letter. This letter serves as an addendum and is incorporated as a part of the previously executed agreement.

Customer #	Company Name	Product/ Service	Implementation Fee	Base Fee	Per EE Fee	Billing Frequency	Number of EE's
B9248	Village of Itasca	Web Time (Time Force conversion)	Waived	N/A	\$2.25	Monthly	88
B9248	Village of Itasca	QTY 3 – Proximity Clocks	N/A	\$369.75 (\$123.25 each)	N/A	Monthly	88

I understand that I will be billed for services (unless otherwise noted below) upon my next payroll. I will be contacted by someone from Paylocity regarding the implementation of this service.

SERVICES: Please indicate the Services selected by having an authorized signer initial in the space provided. CLIENT warrants that it has full power and authority to execute this Agreement and that it has chosen the Services initialed and has read and agreed to the Terms and Conditions for those Services contained in this Agreement.

Time and Attendance PLEASE INITIAL TO THE LEFT OF TIME AND ATTENDANCE
 CLIENT authorizes Paylocity to make available the services and software for time tracking and reporting. Monthly billing will commence after training has been completed. Client will be billed for the first month in full.

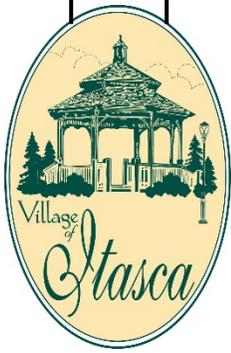
Company Name _____

Authorized Officer's Name _____ Title _____
Print

Authorized Officer's Signature _____ Date _____

District Manager's Name _____ LIGA _____
Print

Client Contact for this Project (Name, Phone & Email) _____
Print



Village of Itasca

550 W. Irving Park Rd. Itasca, IL 60143
630.773-0835 • Fax 630.773.2505 • www.itasca.com

MEMORANDUM

TO: Mayor Pruyn and Village Trustees

FROM: Julie Ciesla, Finance Director

DATE: June 1, 2016

SUBJECT: Paylocity Web Time Contract

Please see the attached Resolution submitted for discussion and recommended for approval at the June 7, 2016 Village Board Meeting.

When the Village first hired Paylocity as its software provider for payroll services, Paylocity had an agreement with Web Time to record the time keeping task for payroll. During the past several years, Paylocity has developed its own time keeping software solution, Web Time (WT). The Village has been happy with the payroll processing solution Paylocity provides, and there has been a growing interest from staff in eventually changing over to the new time keeping solution, Web Time.

In the past month, the Public Works department has been without a time clock due to a mechanical issue with the installed timeclock. In order to replace the malfunctioning timeclock, the Village needs to purchase upgraded software licenses in order to use the new time clock with our current software version of Time Force. Unfortunately, this is going to be a costly solution for a software staff is not considering staying with for a long duration of time. Concurrently, the agreement between Time Force and Paylocity has ended now that Paylocity is fully utilizing its time keeping software solution Web Time, thus resulting in the Village being required to sign a new contract agreement with Time Force to continue services for the next year.

When it was determined by staff that it was going to be a costly solution to continue services with our current provider Time Force, a collaborative effort was made by staff to determine the possibility of moving to Web Time sooner rather than later. It was unanimously determined by staff that Web Time offers a much better product than what we are currently using. Two primary benefits (of many) for switching to Web Time are that employees are able to track hours and payroll data with one online account and it provides a seamless process and record keeping solution between the time keeping aspect of payroll and the employees payroll and benefits information. Additionally, Web Time offers robust audit records, improved scheduling solutions, more user friendly approval processes, additional options for employees to punch in and out at different locations, and increased reporting capabilities.

Paylocity has extended the current pricing structure that the Village has been paying and there is no additional cost to switch from Time Force to Web Time and the Village will not be obligated to pay to upgrade the software in order to have a working timeclock with Time Force. In order to move forward with this new time keeping

solution, the Village needs to sign the Letter of Intent with Paylocity in order to amend the current contract. It is staff's recommendation that the Village of Itasca change time keeping solutions from our current vendor Time Force to paylocity's solution WebTime.

If you have any questions, please feel free to contact me directly.

Thank you,
Julie

ORDINANCE NO. 1805 -16

AN ORDINANCE AMENDING ORDINANCE NO. 1784-15 AND CHAPTER 54, COMBINED WATER AND SEWER SYSTEM, OF THE ITASCA MUNICIPAL CODE TO ESTABLISH WATER AND SEWER RATE CHANGES FOR 2016 TO 2018

WHEREAS, on December 15, 2015, the Village of Itasca Board of Trustees adopted Ordinance 1784-15 entitled “An Ordinance Establishing Water and Sewer Rate Changes for 2016-2018;” and

WHEREAS, Ordinance 1784-15 failed to describe the chapter and section of the Village of Itasca Municipal Code which was amended by the Ordinance; and

WHEREAS, the purpose of Ordinance 1784-15 was to amend the Village of Itasca Code of Ordinances, Sections 54.03, 54.04 and 54.06; and

WHEREAS, Itasca Municipal Code Section 54.05 gives the Village of Itasca Board of Trustees authority to adopt rates to be charged for usage of the Village of Itasca’s water and sewer systems; and

WHEREAS, the Village Engineer and Village Treasurer have, at the direction of the Village Board, submitted proposed water and sewer rates to be charged by the Village of Itasca; and

WHEREAS, the corporate authorities of the Village of Itasca have reviewed the proposed water and sewer rates and wish to set those water and sewer rates so as to provide for the fiscal needs of its water and sewer systems; and

WHEREAS, it is the intent of the corporate authorities of the Village of Itasca that the water and sewer rates adopted shall be reviewed from time to time to determine if the rates are still appropriate for the systems’ needs.

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

SECTION ONE: Chapter 54, Section 03 and Section 04 of the Itasca Municipal Code are hereby amended as follows:

§ 52.02 DEPOSIT.

(A) A deposit of ~~\$50~~ 100 shall be required as prescribed by this section, or for any other reason deemed sufficient by the Utility Billing Manager or the Village Administrator, this sum to be retained by the ~~v~~Village to ensure payment of all bills. When service to the applicant is discontinued permanently, this deposit, less any amount still due the ~~v~~Village for water service shall be refunded without interest.

(B) A deposit shall be required for any account held by the following:

- (1) A customer who has had water service discontinued due to non-payment any time within the preceding three (3) years;
- (2) A customer who has received two (2) or more delinquency notices in the previous 12 months;
- (3) A customer who has received four (4) or more late notices in the previous twelve months; or
- (4) A customer who is not the owner of record of the property to which water service is being supplied.

(C) A deposit may be required for continuation of water service if any of the circumstances in division (B) above arise while the customer is already receiving water service. A customer may request to have his or her deposit refunded if and when the above conditions no longer apply to his or her account.

§54.03 WATER USER SERVICE CHARGES.

Rates, and charges, and fees for the use of and for the service supplied by the village waterworks, are based on water meter readings of the amount of water consumed, and based on the size of the service pipe making the village providing water available to the User.; The rates and charges are as follows:

WATER RATES & CHARGES			
Calendar Year	2016	2017	2018
Monthly Minimum Charges			
up to 1" service	\$ 11.50	\$ 12.36	\$ 13.29
1.25-1.5" service	\$ 14.38	\$ 17.00	\$ 19.94
2" service	\$ 17.25	\$ 21.63	\$ 26.58
3" service	\$ 31.05	\$ 35.23	\$ 39.87
4" service	\$ 40.83	\$ 46.66	\$ 53.16
6" service	\$ 60.38	\$ 69.53	\$ 79.74
8" service	\$ 79.93	\$ 92.39	\$ 106.32
10" service	\$ 99.48	\$ 115.26	\$ 132.90
12" service	\$ 119.03	\$ 138.12	\$ 159.48
Combined Water Usage			
Rate (per 1,000 gallons)	\$ 9.41	\$ 10.13	\$ 10.90

(A)—Water service rate. Each user connected to the village water system shall pay \$1- per bi-monthly billing plus \$3.45 per 1,000 gallons of water consumed per bi-monthly billing. The rates listed above take effect on January 1 of each respective year and are effective until December 31 of each respective year. Effective January 1, 2019, rates will be charged at an amount 5% greater than the rates charged for 2018, and rates will continue to increase 5% effective January 1 of each subsequent year.

(B) The User shall pay the listed Monthly Minimum Charge for the service diameter specified plus the product of the water used during that month at the rate per 1,000 gallons. ~~Water demand and availability charge.~~ In addition, there shall be a water demand and availability charge, and all users shall pay such water demand and availability charge bi-monthly, based on the sizes of the service pipe or pipes leading from the connection with the village supply to the entry of the structure as follows:

<i>Pipe Size Village Connection</i>	<i>Bi-Monthly Demand and Availability Charge</i>
5/8 inch	\$ 3.50
3/4 inch	3.80
1 inch	4.00
1½ inches	4.40
2 inches	9.00
3 inches	17.00
4 inches	31.00
6 inches	39.00
8 inches	51.00
10 inches	66.00
12 inches (or larger)	86.00

(C) *Non-residents.* Wherever any facility, dwelling or building uses either sewer or water, or both, and such facility, dwelling or building is located outside the Village limits, then the user or same shall pay double the same rates; and charges and fees provided in this chapter.

§54.03 SEWER USER SERVICE CHARGES.

Rates and charges for the use of the Village sewer system are based on water meter readings of the amount of water consumed by a User. The rates and charges are as follows:

SEWER RATES & CHARGES

Calendar Year	2016	2017	2018
Monthly Minimum Charges			
up to 1" service	\$ 13.50	\$ 14.51	\$ 15.60
1.25-1.5" service	\$ 16.88	\$ 19.95	\$ 23.40
2" service	\$ 20.25	\$ 25.39	\$ 31.20
3" service	\$ 36.45	\$ 41.35	\$ 46.80
4" service	\$ 47.93	\$ 54.78	\$ 62.40
6" service	\$ 70.88	\$ 81.62	\$ 93.60
8" service	\$ 93.83	\$ 108.46	\$ 124.80
10" service	\$ 116.78	\$ 135.31	\$ 156.00
12" service	\$ 139.73	\$ 162.15	\$ 187.20
Combined Sewer Usage			
Rate (per 1,000 gallons)	\$ 8.99	\$ 9.68	\$ 10.42

~~(A) There shall be and there are hereby established sewer user service rates and charges for the use of and for the service supplied by the village sewerage works which shall consist of a basic user charge for operation and maintenance plus replacement, and a surcharge if applicable. Sewer users shall be notified annually of rates and portions of the user charges which are attributable to each of wastewater collection and treatment services. The rates listed above take effect on January 1 of each respective year and are effective until December 31 of each respective year. Effective January 1, 2019, rates will be charged at an amount 5% greater than the rates charged for 2018, and rates will continue to increase 5% effective January 1 of each subsequent year.~~

~~(B) The User shall pay the listed Monthly Minimum Charge plus the product of the water used during that month at the specified rate per 1,000 gallons. Charges are applicable in the fiscal year which the water was consumed.~~

~~(C) Non-residents. Wherever any facility, dwelling, or building uses either sewer or water, or both, and such facility, dwelling, or building is located outside the Village limits, then the User or same shall pay the same rates and charges provided in this chapter.~~

~~(BD) The basic user charge shall be sewer rates and charges are based on the water usage as recorded by approved water meters and/or sewage meters for waste-water having normal concentrations of 250 mg/l of BOD and 300 mg/l of total suspended solids.~~

(1) Metered usage shall be read to the lowest even increment of 100 gallons.

(2) Sewer users who obtain any portion of their water service from other than public the Village water supply sources shall install and maintain, at no expense to the village, water meters of a type approved by the Superintendent for the purpose of metering the water usage obtained from such other sources.

(3) Wherever required by the Superintendent, sewage metering devices shall be installed and maintained, at no expense to the Village, when the volume of wastewater discharged to the public sewer cannot be otherwise determined by use of water meters.

(4) Metering devices shall not be removed without the consent of the Superintendent unless sewer use service is cancelled.

~~(C) The basic user charge shall be determined by the amount of revenue funds required to operate and maintain the sewerage works and to provide funds for the replacement of component parts of said sewerage works for each fiscal year, and will be computed as follows:~~

~~(1) The projected annual revenue required to operate and maintain each of the wastewater collection and treatment works, including a replacement fund for the year, will be estimated.~~

~~(2) The estimated annual costs for each of the wastewater collection and treatment works will be proportioned on the basis of wastewater volume, BOD and suspended solids.~~

~~(3) The projected annual wastewater volume and pounds of BOD and suspended solids to be treated will be estimated.~~

~~(4) The estimated annual costs for each of the wastewater collection and treatment works will be proportioned to residential, commercial, industrial and institutional sewer users on the basis of the projected annual wastewater volume, BOD and suspended solids.~~

~~(5) The basic user charge will be computed per 1,000 gallons of normal strength wastewater.~~

~~(D) The sewer user service charges to be paid bi-monthly by all metered sewer users shall be:~~

~~(1) Collection service. A basic user charge of \$1 plus \$.30 per 1,000 gallons of metered water usage.~~

~~(2) Treatment service. A basic user charge of \$4.20 plus \$1.20 per 1,000 gallons of metered water usage.~~

~~(E) The sewer user service rates and charges to be paid bi-monthly by all non-metered sewer users shall be equal to \$7 per residential customer equivalent for collection service plus \$28.20 per residential customer equivalent for treatment service which allows a maximum wastewater discharge consumption of 210,000 gallons per bi-monthly billing period.~~

(F) Whenever the Superintendent determines that a non-metered sewer user is discharging more than 10,000 gallons per month, the Superintendent may require such

non-metered sewer user to install metering devices on the building water supply or building sewer to measure the volume of wastewater discharged to the public sewer.

(G) Surcharge Program

(1) A treatment service surcharge shall be levied to all Non-Residential Users whose wastewater contains a concentration of a pollutant which exceeds a surcharge pollutant concentration threshold listed in the Village of Itasca Surcharge Policy (Surcharge Policy). Surchargeable pollutants include, but are not limited to:

(a) Ammonia-nitrogen

(b) Biochemical Oxygen Demand (BOD)

(c) Fats, Oils, and Grease (FOG)

(d) Phosphorus

(f) Total Suspended Solids (TSS)

(2) A surcharge is applicable to the mass of pollutant discharged above the surcharge pollutant concentration threshold.

(3) The Village retains the ability to waive the surcharge fee for one or more pollutants.

(4) Pollutant concentrations in a Non-Residential User's wastewater shall be determined by wastewater sampling performed in accordance with techniques prescribed in the Code of Federal Regulations Title 40 Part 136. Sampling and analysis shall be conducted as often as deemed necessary by the Superintendent and shall be binding as the basis for calculating the surcharge.

(5) The appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices used to monitor flow are subject to the approval of the Village and shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than ten percent from true discharge rates throughout the range of expected discharge volumes.

(6) The surcharge rates are contained in the Surcharge Policy and shall be reviewed at the discretion of the Village. Proposed modifications to surcharge rates shall be approved by the Director, Superintendent, and the Village Finance Director.

(7) The Village shall make a written or digital copy of the current version of the Surcharge Policy available, within a reasonable amount of time, upon the request

of a Non-Residential User of the Village Water Supply and POTW who is, or in the opinion of the Village has the possibility to be, subject to the surcharge program. A User desiring a copy of the Surcharge Policy should contact Village Hall.

~~A treatment service surcharge shall be levied to all sewer users whose wastewater exceed the normal concentrations of 250 mg/l of BOD and 300 mg/l of suspended solids as determined by waste sampling which shall be performed as often as deemed necessary by the Superintendent and shall be binding as the basis for computing the surcharge. The surcharge rates shall be as follows:~~

~~(1) \$0.14 per pound of BOD in excess of 0.21 pounds per 100 gallons.~~

~~(2) \$0.08 per pound of suspended solids in excess of 0.25 pounds per 100 gallons.~~

§ 54.06 BILLS AND LIABILITY FOR PAYMENT.

~~(A) Water and sewer user service charges shall be billed on a bi-monthly basis to all users. Bills shall be mailed on or after the first day of the month succeeding the period for which the service is billed, and payment shall be due 15 days after the date of the bill. If payment of the entire amount of the bill for water and/or sewer user service charges is not received by the village on or before the fifteenth day after the billing date, then a late payment penalty of 10% of the unpaid balance of the bill shall be added thereto and become due and payable. If the fifteenth day falls on a Sunday or legal holiday, then no late payment charge will be added if the payment of the bill is made on the day when the Village Clerk's office next opens.~~

~~(B) The owner of the premises, the occupant thereof, and the user of the water and/or sewer service shall be jointly and severally liable to pay for such service to such premises, and such service is furnished to the premises by the village only upon the condition that the owner of the premises, occupant and user of such service are jointly and severally liable therefor to the village.~~

~~(C) In the event the water and/or sewer user service charges including any penalty then due are not paid within 30 days after the date of billing, such charges and penalty shall be deemed and are hereby declared to be delinquent, and thereafter the village shall file a statement of lien claim with the County Recorder of Deeds. This statement of lien claim shall include the legal description of the property to which service was provided, the amount of the unpaid user service charges and penalty, and a notice that the village claims a lien for the stated amount as well as for all water and sewer service user charges and penalties, subsequent to the period for which the bill was rendered. Wherever the person whose user service charges are delinquent is not the owner of the property to which service was provided by the village, and the village has previously received notice of this, notice of delinquency and lien shall be mailed to the owner of the property if his or her address is known by the village. The failure of the village to record the lien with the County Recorder of Deeds, or to mail the notice of delinquency and lien to the owner~~

of the property, or failure of the owner to receive such notice shall not affect the right of the village to foreclose the lien for unpaid bills as mentioned in the foregoing section.

~~(D) Property subject to a lien for unpaid water and/or sewer user service charges shall be sold for non-payment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the village. The Village Attorney is hereby authorized and directed to institute such proceedings in the name of the village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid 90 days after it has been rendered.~~

~~(EA)~~ *Bills and payment.* All property upon which any building has been or may hereafter be erected having a connection with any mains or pipes which may be hereafter constructed and used in connection with the ~~v~~Village ~~w~~Water and Sewer ~~s~~Systems shall pay monthly rates as are from time to time regularly adopted by the Village Board.

(1) *Notices and late fees.*

(a) *First notice.* A notice stating the amount due will be sent to each ~~customer~~ User on or before the first business day of each month. The amount indicated is due on the twenty-first day of the month. If the twenty-first day of the month falls on a Saturday, Sunday, or state or federal holiday, the amount shall be due on the first following business day.

(b) *Second (late) notice.* If the amount due is not paid on or before the twenty-first day of the month, a second notice will be sent to the ~~customer~~ User, and a late fee of 10% of the total amount owed will be added to the amount due.

(c) *Notice of delinquency.* If the amount due is not paid within seven business days after the second (late) notice is sent, the ~~customer~~ User and the owner of record of the property served will be sent a letter stating the amount owed, and a \$10 delinquency fee will be applied to the customer's account.

(2) *Payment plans and fee waivers.*

(a) If a ~~customer~~ User has not had a fee waived or entered a water bill payment plan within the previous ~~12~~ 24 months, and the total amount he or she owes is less than \$100, the User may contact the Utility Billing Manager in writing to request a fee waiver and/or payment plan. The Utility Billing Manager is authorized to grant or deny fee waivers and enter water bill payment plans for less than \$100 where the ~~customer~~ User has not had a fee waived or entered a water bill payment plan within the previous 24 months. A ~~customer~~ User may appeal the Utility Billing Manager's decision to the ~~Finance Director~~ Village Administrator by a letter to the ~~Finance Director~~ Village Administrator stating his or her

reasons for appeal. The Finance Director may waive up to a one month period's late fees. A User may appeal the Finance Director's decision to the Village Administrator by letter to the Village Administrator stating his or her reasons for appeal. A customer User may appeal the Village Administrator's decision to the Village Board of Trustees by a letter to the Village President stating his or her reasons for appeal. The decision of the Village Board of Trustees shall be final.

(b) If a ~~customer~~ User has had a fee waived or entered a water bill payment plan within the previous ~~12~~ 24 months, and the total amount he or she owes is \$100 or greater, he or she may contact the ~~Village Administrator~~ Finance Director in writing to request a fee waiver and/or payment plan. The ~~Village Administrator~~ Finance Director is authorized to grant or deny fee waivers and enter water bill payment plans. The Finance Director may waive up to a one month period's late fees. A User may appeal the Finance Director's decision to the Village Administrator by letter to the Village Administrator stating his or her reasons for appeal. A customer User may appeal the Village Administrator's decision to the Village Board of Trustees by a letter to the Village President stating his or her reasons for appeal. The decision of the Village Board of Trustees shall be final.

(c) *Water bill payment plans.* All water bill payment plans shall be written and shall be signed by the ~~customer~~ User. An interest rate of 1.5% a month may apply to amounts discharged by water bill payment plan, at the discretion of the Utility Billing Manager or the Finance Director ~~Village Administrator~~. The Village will not shut off the water of a ~~customer~~ User who has a written water bill payment plan, unless that ~~customer~~ User breaches the water bill payment plan.

~~(FB)~~ *Non-payment of bills.*

(1) *Shut-off notice.* If the full amount owed by a ~~customer~~ User is not paid within seven business days after a notice of delinquency is sent, the ~~customer User and the owner of record of the property served~~ will be sent a shut-off notice, certified and return receipt requested, by United States Postal Service. The owner of record of the property served, if different than the User, will be sent a copy of the shut-off notice by First Class Mail by the United States Postal Service.

(a) A \$15 delinquency fee will be applied to that ~~customer~~ User's account.

(b) The notice will state the amount owed, and inform the ~~customer~~ User that his or her water will be shut off if payment in full is not received within five business days.

(c) The notice will provide that the ~~customer~~ User may contact the Village Administrator to request a waiver of one month of late fees and/or

request a water bill payment plan agreement, and that the ~~customer~~ User may appeal the Village Administrator's decision to grant or deny such request to the Village Board of Trustees. Appeals must be made in writing to the Village President.

(2) Water service may be disconnected the fifth business day after a shut-off notice is sent if payment of the amount owed and delinquent is not received or for other good cause necessitating disconnection. Service may not be resumed until all past-due charges and a turn-on fee ~~\$75 shut-off fee~~ are is paid. Turn-on fees are as follows: If the water is turned on between 7:30 a.m. and 2:45 p.m., the fee is \$75.00. If the water is turned on between 2:46 p.m. and 7:29 a.m., the fee is \$150.00. In no case shall water service be restored unless at the ~~\$75 shut-off~~ turn-on fee is paid and ~~at least 50~~100% of the balance owed is received ~~pursuant to a payment plan approved by the Village Administrator.~~ Turn-on fees and past due payments may be made in cash, cashier's check, or credit card only; no personal or business checks will be accepted.

(3) No person owing a past-due bill and moving to other premises within the ~~v~~Village shall be supplied with water until the past-due charges are paid in full.

(GC) *Liens and foreclosure.*

(1) Charges for water shall be a lien upon the premises as provided by statute. Whenever a bill for water service remains unpaid 60 days after it has been rendered, the Village Clerk may file with the County Recorder a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the village claims a lien for this amount as well as for all charges for water served subsequent to the period covered by the bill.

(2) If the consumer of water whose bill is unpaid is not the owner of the premises and the Clerk has notice of this, then notice shall be mailed to the owner of the premises, if the owner's address is known to the Clerk, whenever such bills remain unpaid for a period of 60 days after it has been rendered.

(3) The failure of the Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid water bills as is mentioned in division (GC)(4) below.

(4) Property subject to a lien for unpaid water charges shall be sold for non-payment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the ~~v~~Village.

(5) The Village Attorney is hereby authorized and directed to institute such proceedings, in the name of the Village, in any court having jurisdiction over such

matters, against any property for which water bill has remained unpaid 60 days after it has been rendered.

(HD) *Civil actions.*

(1) The owner of the premises, the occupant thereof, and the user of the water and/or sewer service shall be jointly and severally liable to pay for such service to such premises, and such service is furnished to the premises by the village only upon the condition that the owner of the premises, occupant and user of such service are jointly and severally liable therefor to the village.

(2) In the alternative, the village may, at its discretion, file suit to collect such amounts as are delinquent and due against the property owner, the real estate, the User, or any combination thereof in a civil action and shall collect as well all attorney fees incurred by the village in such suit, the same to be fixed by order of the court.

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 provision of this Ordinance.

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

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect on May 1, 2016 and after its passage, approval and publication in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

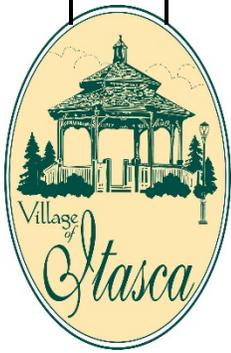
APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this ____ day of June, 2016

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Melody J. Craven



Village of Itasca

550 W. Irving Park Rd. Itasca, IL 60143
630.773-0835 • Fax 630.773.2505 • www.itasca.com

MEMORANDUM

TO: Mayor Pruyn and Village Trustees
FROM: Julie Ciesla, Finance Director
DATE: June 3, 2016
SUBJECT: Water and Sewer Ordinance Update

On December 15, 2015, the Board adopted Ordinance 1784-15, which established the new water and sewer rate changes for 2016-2018. Ordinance 1784-15 mistakenly did not identify the chapter and section of the Village Municipal Code that it was amending. It is recommended that an ordinance clarifying the amendments made by Ordinance 1784-15 be adopted to avoid future confusion and ensure the enforceability of the new water and sewer rates.

Upon review of Chapter 52 and 54 of the Itasca Municipal Code, other changes were suggested to ensure that the chapters conform to current practices. Thus, more comprehensive modifications were suggested by engineering, financial and legal staff. The current changes do not affect the rates adopted on December 15, 2015.

Itemized below are the significant changes that have been made from previous language:

- Section 52.02 (A) The deposit increased to \$100 from \$50. With the updated rate structure, the current deposit is on average not covering the Final Bill due at the close of a utility account. We are requesting to increase the deposit to ensure that the Village has more leverage to collect revenue due at the closing of a tenant account or for accounts that require a deposit due to delinquency. The finance department monthly turns water off for delinquent accounts, however, we are only able to collect the past due amount as notified during the process to shut off water. If a tenant or delinquent account moves out the month after the process has started, the Village is vulnerable to losing this revenue if not covered by the deposit. Increasing it to \$100 is a reasonable amount to help give the Village additional leverage to collect revenue due to the Village at the close of a utility account.
- Section 54.03 (C) Language was changed to reflect that the 13 unincorporated accounts pay the same rates as the incorporated accounts. This change reflects the current practice of collecting revenues for unincorporated accounts.
- Section 54.03 (F) and (G) Engineering and EPA regulations required language revisions to the Ordinance regarding pollutant discharge into the Village's Wastewater System.
- Section 54.06 (A) (2) (a) & (b) Language was added to reflect the current practiced internal policy to waive late fees only once per 24 months and for the sum of only one month worth of late fees. Additional language was added to clarify the chain of command in the event of an appeal.

- Section 54.06 (B) (2) Language was added to determine the fee charged to turn on water 7:30 a.m. and 2:45 p.m. (\$75.00) and 2:46 p.m. and 7:29 a.m. (\$150.00). A customer who has been turned off and has paid the past due amount, if after 2:45 p.m. will have the right to choose when they want the water turned on based on the turn on fee they are willing to pay. Giving this option to pay extra gives the customer the option to have their water turned on the same day they pay the past due balance if paid late in the afternoon. Current practiced policy has required that customers paying in the late afternoon wait until the following business day to be turned on. This policy is due to the cost the Village incurs to hire back a union worker to return to work after discharged. The \$75.00 fee does not cover that cost and therefore prohibited the Village from turning water on after the public works employees were discharged. Adding the fee for turning water on after hours covers both the cost to the Village and offers the service option to the customer to have the water turned back on the same day the past due amount is collected.
- Section 54.06 (B) (2) Language was added that water will only be turned on if payment of the past due charges are made in full by payment methods of cash, credit card or cashier's check only. Personal checks, business checks or payment plans are not valid methods to satisfy payment of past due charges after an account has been turned off.

If you have any questions regarding these changes, please contact me directly.

Thank you!

RESOLUTION NO. 873 -16

A RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF AN AGREEMENT SUPPLEMENT NO. 1 FOR WWTP SCADA SYSTEM

WHEREAS, the Village of Itasca has engaged the services of Stanley Consultants, Inc. to provide engineering services at the Village's Wastewater Treatment Plant relating to the SCADA system in an agreement dated February 20, 2015, and

WHEREAS, the Village wishes to supplement the agreement to expand the scope of services, with said services more fully described on the Supplemental Agreement No. 1 between the Village and Stanley, attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the President 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 Supplemental Agreement No. 1, Exhibit A, with Stanley Consultants, Inc.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute the Professional Services Agreement, Exhibit A, 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: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

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

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Melody J. Craven

RESOLUTION NO. 874-16

**A RESOLUTION AUTHORIZING AGREEMENT WITH BN CONTROLS, INC.
FOR SCADA SYSTEM UPDATES AT THE WWTP**

WHEREAS, the Village of Itasca Wastewater Treatment Plant (“WWTP”) uses a SCADA system for computer-related controls; and

WHEREAS, BN Controls, Inc. has proposed to perform certain updates, with said updates detailed in its proposal, attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the President 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 accept the proposal from BN Controls, Inc., Exhibit A, for updates to the SCADA system at the Village’s Wastewater Treatment Plant.

SECTION TWO: The Village President, or his designee, is hereby authorized to execute any necessary documents to accept the proposal from BN Controls, Inc.

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: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

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

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Melody J. Craven



Village of Itasca - Memorandum Administration Department

Date: June 2, 2016 for June 7 Board meeting

To: Village President Jeff Pruyn and Itasca Board of Trustees

From: Dan Corcoran, IT / Communications Director

Subject: BN Controls SCADA Upgrade Proposal

Given that a total overhaul of the Village of Itasca's SCADA system is not fiscally ideal at this moment, I am therefore recommending that the Village of Itasca instead take the initial step of upgrading the Server known as Lab99 to a more current version of Windows Server Software that will be supported by Microsoft as BN Controls has proposed. I also agree with updating Wonderware Intouch Software to the most current version that will allow a more stable environment for the SCADA system on which to operate. Included in this service will be a hardware update of an existing computer sever that is also outlined in the proposal.

The purchase of the Wonderware software and the Win911 software will be used in the consolidation so that cost will not be lost at a later date. Going forward this will be a one-time purchase with only maintenance costs in the future. This upgrade allows the Village to obtain support both from Wonderware and Microsoft. Please keep in mind that this proposal is an initial step in a much larger project to be completed at a later date. This step still leaves the Village with two SCADA systems that will need to be consolidated in the future.

Please be aware that this proposal is designed to be temporary, does not address all the SCADA issues, and will have sunk costs involved. Like other issues with this plant, unfortunately, the amount quoted may also be higher than expected once the project has started.

With all the above outlined, I agree that this proposal is a good first step in discovering solutions to the SCADA problems we are incurring and recommend we go forward with this project.

5/28/16

Mr. Jeff Kindermann
Wastewater Treatment Plant Superintendent
Village of Itasca
411 North Prospect Avenue
Itasca, Illinois 60143

Village of Itasca – Lab99 SCADA Upgrade Proposal

Mr. Kindermann;

Thank you for the opportunity to present our proposal to provide assistance to the Village in repairing and updating your SCADA system. The Village's SCADA system is one of the more complex systems that I have worked with.

As requested, the following proposal provides an intermediate step to begin the improvements to the Village's SCADA system. The "old" Lab99 SCADA system that interfaces with the remote lift stations, storm stations, and water system runs on a Windows 2003 server environment. The new wastewater plant SCADA programming did not include Lab99, and instead Lab99 was "virtualized". When Lab99 experiences problems or needs patches, the software manufacturer is unable to provide assistance due to this obsolete, unsupported environment. The scope below includes upgrading Lab99 temporarily into a virtual Windows 2008 environment and updated the Lab99 Wonderware Intouch Software. This is an intermediate step that will maintain 2 separate SCADA systems for the short term. The intermediate step moves both SCADA systems to a stable platform and provides technical support for both the "Lab99" SCADA and the new System Platform SC1 SCADA.

Project: Lab99 SCADA Updates

Scope of Services

- **Server TS01 hardware upgrade**
Upgrade TS01 server memory to 64GB and add 16 cores to the existing processor. After upgrade TS01 will have the processing power and memory to add an additional virtualized server for the upgraded Lab99.
- **Add Virtual 2008 Server to existing TS01**
Server TS01 hosts a Windows 2008 server and Intouch Runtime for the new WWTP SCADA system and hosts a Windows 2003 server running Intouch Runtime for the remote sites and water system. A virtualized 2008 server will replace the unsupported 2003 server. This is a **sunk cost** that will be redone again when TS01 is replaced.
Server 2008 Hardware and Virtualization: \$7,500
- **Wonderware Software Upgrade**
Provide latest version of Wonderware System Platform SCADA software and initiate

support contract with Wonderware. Village will own the software and licenses necessary to operate AND program the SCADA Wonderware System Platform.

*The Wonderware licenses installed cannot be upgraded on newer computers or newer Microsoft Windows operating systems.

*The licenses installed with the original plant construction allow only runtime of the obsolete versions of Wonderware System Platform and obsolete Lab99 Wonderware Intouch.

*The software update cost will be a one-time only purchase. As long as support is maintained with Wonderware (approximately 10,000/yearly), the large upgrade purchases will no longer be necessary.

*This upgrade is necessary to re-initiate support with Wonderware. No support can be offered unless the upgrade is purchased.

*This upgrade is necessary to provide any modifications or updates to the Wonderware System Platform and Wonderware Intouch software for the WWTP, Water System, and Lift Station SCADA.

Wonderware System Platform Software: \$46,000

- **Migrate Lab99**

Migrate Lab99 from the unsupported Wonderware Intouch version running on Windows Server 2003 to the latest supported Wonderware Intouch version that runs on Server 2008.

Lab99 Migration: 8,700

- **Win911 Software and Programming**

Provide Win911 alarm software and modem. The Lab99 SCADA alarms will use Win911 in this intermediate step. The SC01 WWTP wonderware system platform must continue to use the unsupported SCADA until the next server upgrade.

Win911 Upgrade: 7,800

Total Lab99 Upgrade: \$70,000

Please be advised, this is a temporary approach to updating a smaller portion of the SCADA system that does not address all of the problems. This step only moves the SCADA platforms to a temporary state where it may be supported by the Wonderware software engineers.

Additionally be advised that Wonderware engineers recommend a full upgrade (not part of this proposal) to be able to provide full support and eliminate issues due to obsolescence.

Again, thank you for the opportunity to present our proposal. The subject matter is extremely technical and not easily describable in a non-technical fashion. I would be happy to meet to discuss this proposal at your convenience.

On behalf of BN Controls

Matthew Ayersman

Terms and Conditions

1. The submitted SCADA Scope constitute and are herein referred to as the Agreement.
2. BN Controls, Inc. is herein referred to as BN Controls, and the party with whom BN Controls is entering into this Agreement is the Village of Itasca, herein referred to as OWNER.
3. BN Control's will submit requests for payment as indicated in the Agreement. Payments shall be due and owing by the OWNER upon receipt of BN Control's invoice for services. Payments to BN Control's after (45) consecutive calendar days from the date of BN Control's invoice for services shall include an additional late payment charge computed at an annual rate of three percent (3%) from date of BN Control's invoice; and BN Control's may, after giving ten (10) days written notice to the OWNER, suspend services under this Agreement until BN Control's has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the OWNER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, BN Control's shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the OWNER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by BN Control's.
5. BN Controls agrees to hold harmless and indemnify the OWNER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by BN Control's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the OWNER or other consultants, contractors or subcontractors working for the OWNER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of BN Controls and the OWNER they shall be borne by each party in proportion to its negligence.
6. The OWNER acknowledges that BN Control's is an S Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The OWNER and BN Control's agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the contract, BN Control's shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from BN Control's negligence in the performance of services under this Agreement. The OWNER shall be named as an additional insured on BN Control's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows: General Liability: \$1,000,000 per claim, \$2,000,000 aggregate.
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of BN Control's and their officers, directors, employees, agents, and any of them, to the OWNER and anyone claiming by, through or under the 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 expressed or implied of BN Control's or their officers, directors, employees, agents or any of them, hereafter referred to as the "OWNER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to BN Control's by their insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of BN Control's' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. BN Control's is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals. If the Owner considers that BN Control's has not complied with this condition, then the Owner is required to notify BN Control's in writing (or e-mail) of the specific service not in compliance, at which time BN Control's will correct the issue or provide reasoning as to why the service is considered compliant.
11. BN Control's is not responsible for any infringements to third party copyrights, patents, or trade secrets where the Owner has made amendments to the original documents associated with such copyrights, patents or trade secrets.
12. The OWNER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by BN Control's. If such changes cause an increase or decrease in BN Control's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.
13. All Drawings, Custom Developed Applications, and other documents prepared or furnished by BN Control's pursuant to this Agreement are instruments of service in respect to the project, and BN Control's shall retain the right of reuse of said documents and electronic media by and at the discretion of BN Control's whether or not the project is completed. Electronic copies of BN Control's documents for information and reference in connection with the use and occupancy of the project by the OWNER and others shall be delivered to and become the property of the OWNER; however, BN Control's documents are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by BN Control's for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to BN Control's, and the OWNER shall indemnify and hold harmless BN Control's from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. BN Control's will make good any defect due to improper materials or workmanship supplied by BN Control's without expense to the Owner for one (1) year after the OWNER's acceptance of the service. The warranty covers only defects in material and workmanship on products purchased and fully installed by BN Control's and does not cover defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond BN Control's control, as determined by BN Control's.
15. Standard Hours are considered Monday - Friday 7:30 am to 4:00 pm, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday; if a holiday falls on a Sunday, the following Monday shall be considered a holiday.
16. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
17. Except in respect of payment liabilities, neither party will be liable for any failure of delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.
18. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

June 2, 2016

Project 14-731

Village of Itasca
550 West Irving Park Road
Itasca, Illinois 60143

Attention: Mr. Dan Corcoran, Director of Information Technology

RE: SCADA System

Dear Mr. Corcoran:

As recently discussed, the Village's SCADA system as designed and operating is not performing as expected. During the month of April, the system experienced more than six separate incidents of cascading failures which required a significant increase in staff overtime to keep the WWTP operating.

While the SCADA programmer from BN Controls was able to repair the problems he warned that the system needed program updates and patches installed to allow him access to repair the damage. The revised proposal describes the required licensing in more detail.

During the May 31 Board meeting, we were asked to review the BWCSI contract to determine whether the Village received all deliverables specified in that contract. From my layman's review of the specifications, it appears that the only licensing deliverable was associated with the Wonderware product, and there is not enough detail to ascertain whether this item was the Developer's License that is required to modify the subject program.

Attached is the proposal offered by BN Controls to provide interim repair and SCADA update assistance. This proposal provides the Village with the intermediate step to begin improvements to the Village's SCADA system. We recommend that the Village approve this proposal in its entirety.

Please call me with any questions at 815.394.9050.

Very Truly Yours,

ROBINSON ENGINEERING, LTD.



Steven G. Zehner, PE, LEED-AP
Senior Project Manager

RESOLUTION NO. 869-16

A RESOLUTION AUTHORIZING SUBURBAN O'HARE COMMISSION FUNDING

WHEREAS, the Village of Itasca, along with other area municipalities, is a member of the Suburban O'Hare Commission (the "SOC"); and

WHEREAS, the SOC has engaged JDA Aviation Technology Solutions, an aviation expert, to review, analyze and work with the Chicago Department of Aviation to adopt a Runway Rotation Plan that reduces overall nighttime noise (11pm-5am) over Itasca and neighboring communities and will be in effect until the long diagonal runway 28L-14R is closed; and

WHEREAS, in order to have adequate funding to cover these costs and expenses, the SOC is requesting that each member municipality, including the Village of Itasca, provide funding; and

WHEREAS, the Village has placed \$50,000 in the FY 2016-17 Budget for SOC related expenditures; and

WHEREAS, the Village now desires to authorize an immediate \$20,000 payment to the SOC, leaving \$30,000 for future expenses related to the SOC and O'Hare noise in this year's budget.

NOW, THEREFORE, BE IT RESOLVED by the Village President 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 an immediate \$20,000 payment to the SOC.

SECTION TWO: 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 THREE: 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 FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately upon its passage, approval and publication in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

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

APPROVED:

Village President Jeffery J. Pruyne

ATTEST:

Village Clerk Melody J. Craven

RESOLUTION NO. ___-16

**A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT
BETWEEN THE VILLAGE OF ITASCA AND THE ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR CONSTRUCTION OF PEDESTRIAN IMPROVEMENTS
ON A PORTION OF ARLINGTON HEIGHTS ROAD AND IRVING PARK ROAD**

WHEREAS, the State of Illinois, through the Illinois Department of Transportation (hereinafter, "IDOT"), wishes to construct pedestrian improvements, including sidewalk, traffic signal improvements and all ancillary work, on Arlington Heights Road from 200 feet north of North Street to 200 feet south of North Street and on Irving Park Road from 350 feet west of I-290 to 250 feet east of Rush Street within the Village of Itasca (Project Number SRTS-M-4003(338)) in order to insure the safety of pedestrians on that road; and,

WHEREAS, the improvements IDOT proposes will benefit the Village of Itasca by improving the safety and expediency of travel through and within the Village of Itasca; and,

WHEREAS, IDOT and the Village of Itasca wish to enter an agreement whereby IDOT will perform the improvements it desires, and the Village of Itasca will reimburse IDOT for a portion of the cost of the improvements; and,

WHEREAS, IDOT and the Village of Itasca have prepared an Agreement (attached hereto as Exhibit A and incorporated herein by reference) containing terms acceptable to both parties that details the improvements IDOT will perform and the reimbursement schedule the Village will follow.

NOW, THEREFORE, BE IT RESOLVED by the Village President 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 Agreement attached as Exhibit A between the Village and IDOT.

SECTION TWO: The Village President and the Village Clerk are hereby authorized to sign and execute the services agreement on behalf of the Village.

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: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

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

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Melody J. Craven

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Itasca, DuPage County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution No. ____-16 enacted on _____, 2016, and approved on _____, 2016 as the same appears from the official records of the Village of Itasca.

Village Clerk Melody J. Craven