

Village of Itasca

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

Committee of the Whole Meeting Agenda July 19, 2016

**(Immediately following Village Board Meeting)
(Upstairs Board Room)**

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. Presentation of Committee of the Whole Meeting Minutes of June 7th, 2016

Documents:

[20160607 COW MTG MINUTES.PDF](#)

5. Presentation of Committee of the Whole Meeting Minutes of June 21st, 2016

Documents:

[20160621 COW MTG MINUTES.PDF](#)

6. Presentation of Committee of the Whole Meeting Minutes of July 5th, 2016

Documents:

[20160705 COW MTG MINUTES.PDF](#)

7. President's Comments
8. Community Development Committee
Trustee Latoria, Chairperson
 - a. Discussion and possible action concerning Relief from Building Code for 400 E. Walnut Street (Itasca Country Club)

Documents:

CODE RELIEF MEMO.PDF

- b. Discussion and possible action concerning entering into a contract with Zagster for a bike sharing program

Documents:

ZAGSTER MEMO.PDF
ZAGSTER AND ITASCA BIKE SHARE - ORDER FORM AND CONTRACT.PDF

9. Administration Committee

Trustee Santorsola, Chairperson

- a. Discussion and possible action concerning Resolution #884-16, "A Resolution Revising Section 3 of the Village of Itasca Personnel Manual"

Documents:

RESOLUTION NO 884-16.PDF
PERSONNEL MANUAL MEMO.PDF
AMENDEDCHANGES.PDF

10. Environmental Committee

Trustee Leahy, Chairperson

11. Finance Committee

Trustee Hower, Chairperson

12. Public Safety Committee

Trustee Madaras, Chairperson

13. Public Works/Infrastructure Committee

Trustee Aiani, Chairperson

14. Department Head Reports

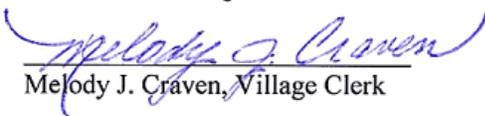
15. Village Administrator

16. Executive Session

17. Adjournment



Evan Teich, Village Administrator



Melody J. Craven, Village Clerk

VILLAGE OF ITASCA COMMITTEE OF THE WHOLE MEETING MINUTES

June 7, 2016 – Immediately Following Village Board Meeting

- Call to Order:** Mayor Jeff Pruyn called the meeting to order at 7:43PM.
- Roll Call:** Present: Trustees – Marty Hower, Jeff Aiani, Ellen Leahy, Lucy Santorsola, Mike Latoria, Frank Madaras; Village Clerk – Melody Craven.
- Also present: Village Administrator – Evan Teich; Village Attorney – Chuck Hervas; Chief of Police – Robert O’Connor; Community Development Director – Nancy Hill; Finance Director – Julie Ciesla; Village Engineering Consultant – Aaron Fundich; Community Development Intern – Chris Strom.
- Absent: Director of Public Works – Ross Hitchcock
- Pledge of Allegiance:** Recited at the preceding Village Board Meeting.
- Audience Participation:** None.
- President’s Comments:** Mayor Pruyn had no report.
- Community Development Committee:** Trustee Latoria presented discussion and possible action concerning granting variances for 300 S. Walnut (Bhagat) as recommended by the Plan Commission. The petitioner, Mr. Bhagat, was present. Hearing no objections, Trustee Latoria made a motion to recommend approval; Trustee Madaras seconded the motion. Motion carried by a unanimous voice vote.
Trustee Latoria, Chairperson
(300 S. Walnut – Variances)
- Administration Committee:** Trustee Santorsola had no report.
Trustee Santorsola, Chairperson
- Environment Committee:** Trustee Leahy had no report.
Trustee Leahy, Chairperson
- Finance Committee:** Trustee Hower had no report.
Trustee Hower, Chairperson
- Public Safety Committee:** Trustee Madaras presented discussion and possible action on prohibiting on-street parking on the east side of the 100 Block of North Walnut Street. Chris Strom, Community Development Intern, suggested eliminating three existing parking stalls on the east side of Walnut Street in front of 127 N. Walnut Street due to the proximity of vehicles parked in these spaces and fire trucks and other large vehicles driving north on Walnut Street. Hearing no further objections, Trustee Madaras recommended the elimination of the three (3) parking spaces in front of 127 S. Walnut Street. Trustee Leahy seconded the

motion. Motion carried by a unanimous voice vote.

**Public Works/Infrastructure
Committee:**

Trustee Aiani, Chairperson
(Presentation of Elgin O'Hare
Update)

(Final Bid Cost Participation for
Illinois Tollway)

Trustee Aiani reported that the presentation on updates with the Elgin O'Hare expressway project will be postponed until the next Board meeting on June 21st, 2016.

Trustee Aiani also reported that due to last-minute Tollway decisions, Scott Marquardt from HR Green would not be able to present on the Final Bid Cost Participation for Illinois Tollway. This agenda item would also be tabled.

Department Heads:

Chief of Police Robert O'Connor reported that officers had to attend twelve (12) hours of education. The Police Department had at least fifteen cars at the safety seat check-in. Chief O'Connor reached out to Illinois State Police regarding motorcycle accidents; as a result, State Police will put some extra patrols out in the area. Chief O'Connor reported on a situation with an autistic boy near Itasca Country Club.

Community Development Director Nancy Hill reported on her trip to a retail convention in Las Vegas. Overall, she felt the event was worthwhile and provided a summary. Ms. Hill also summarized the history of Mr. Bhagat of 300 S. Walnut and the Plan Commission to date. The Bhagat's are still in substantial compliance, but they made additional changes. Ms. Hill informed the Board that staff encourages every applicant to ask for any variances they might want all at once. Finally, Ms. Hill reported of the upcoming groundbreaking for American Academy of Pediatrics and stated the Village was close to resolving any outstanding issues.

Ms. Hill praised Vince Cirone, a full-time plumbing inspector, who has gone above and beyond in the last week.

Village Engineer Aaron Fundich reported that he had found out today that Arlington Heights Road would be closed between 6:00AM to 6:00PM between Thorndale and Ketter Drive and would be losing an eastbound lane for storage of large beams. Nicole Way would be rerouted.

Additionally, Mr. Fundich reported concerns from Clover Ridge Homeowners Association regarding a contractor dispute over a fence between a sidewalk and a pond. Discussion ensued over how expenses are billed for staff's and engineers' time. The Clover Ridge Homeowners Association agreed to maintain the fence.

In regards to the preliminary FEMA floodplain maps, Mr. Fundich explained there was a gap in funding from FEMA for the revisions; therefore, the next preliminary maps are to be presented in April 2017.

Public Works Director Ross Hitchcock was absent.

Finance Director Julie Ciesla reported that Itasca Bank & Trust has installed the software for remote deposits and she will begin to train staff immediately. Additionally, Ms. Ciesla reported that since the departure of the HR coordinator, she has been working with Public Works and have hired five seasonal workers. She reported Administration is still in the midst of union negotiations. Discussion ensued over the distribution of funds from the State in regards to the Police Pension Board. She added that there has been significant effort in recruitment for the new HR position.

Ms. Ciesla presented the Finance Director's Report for February 2016 and summarized the details of the report.

Village Administrator Evan Teich thanks Julie, Pam, Lamar, and Shirley for their help on making the health insurance open enrollment a success. Mr. Teich reported on three projects the Village currently is pursuing funding for: Bloomingdale Road, Arlington Heights Road between Thorndale and Ketter, and a future exit at Devon Avenue and Park Boulevard. Additionally, Mr. Teich reported that this past week there were 170 volunteers from Nielsen Corporation working at the Spring Brook Nature Center, and thanked Fred Maier for coordinating. Mayor Pruyn suggested that the small boardwalk needs maintenance. Mr. Teich and Mayor Pruyn attended the DARE program along with Chief O'Connor which was well-received by public and parents. Mr. Teich thanked the Police Department and Officer Jim Duda who does a great job with the children.

Village Clerk Melody Craven reported that Deputy Village Clerk Jake Lawrence was married on Friday, June 3rd and is currently on his honeymoon, but will return June 17th.

Village Attorney Chuck Hervas reported that Mr. Hancock and his attorney filed a petition to go to the Supreme Court; if the Supreme Court does not take the PSEBA case, it will be over.

Adjournment:

Trustee Madaras made a motion to adjourn the Committee of the Whole Meeting at 8:22PM; Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.

Minutes by: Melody J. Craven, Village Clerk

VILLAGE OF ITASCA COMMITTEE OF THE WHOLE MEETING MINUTES

June 21, 2016 – Immediately Following Village Board Meeting

- Call to Order:** Mayor Jeff Pruyn called the meeting to order at 7:49PM.
- Roll Call:** Present: Trustees – Marty Hower, Jeff Aiani, Ellen Leahy, Lucy Santorsola, Mike Latoria, Frank Madaras; Village Clerk – Melody Craven.
- Also present: Village Administrator – Evan Teich; Village Attorney – Chuck Hervas; Chief of Police – Robert O’Connor; Public Works Director – Ross Hitchcock; Community Development Director – Nancy Hill; Finance Director – Julie Ciesla; Village Engineering Consultant – Aaron Fundich.
- Pledge of Allegiance:** Recited at the preceding Village Board Meeting.
- Audience Participation:** None.
- President’s Comments:** Mayor Pruyn presented discussion and possible action concerning Relief from Building Code for 400 E. Walnut Street (Itasca Country Club). Itasca Country Club petitioners were present in the audience: Phil Benson, Director of Golf, and Eric Swets, Itasca Country Club engineering consultant. Trustee Leahy asked for the need of combustible materials. Mr. Swets explained the need for such materials, primarily concerning price and complexity. Discussion ensued on the safety hazards of combustible materials.
- There was Board consensus to table the item for the next meeting in order for the petitioner to seek staff input.
- Community Development Committee:** Trustee Latoria had no report.
Trustee Latoria, Chairperson
- Administration Committee:** Trustee Santorsola had no report.
Trustee Santorsola, Chairperson
- Environment Committee:** Trustee Leahy had no report.
Trustee Leahy, Chairperson
- Finance Committee:** Trustee Hower had no report.
Trustee Hower, Chairperson
- Public Safety Committee:** Trustee Madaras was absent.
Trustee Madaras, Chairperson

Public Works/Infrastructure Committee:

Trustee Aiani, Chairperson
(Elgin O'Hare Update
Presentation by Robinson
Engineering)

Trustee Aiani presented an Elgin O'Hare update from Robinson Engineering. Al Stefan, Village engineering consultant, provided a thorough presentation of the Elgin O'Hare Tollway project's status. Mr. Stefan provided an update on new ramps, the status of construction sites, and what Robinson Engineering is doing to monitor and assess progress.

(IDOT Grass-Cutting and
Property Maintenance along I-
290 Agreement)

Trustee Aiani Presented an update on the agreement with the Illinois Department of Transportation relating to grass-cutting and property maintenance adjacent to the sound walls along I-290. Scott Marquardt of HR Green provided the Board with the background, history, and recommended action concerning IDOT's opinion of an IGA related to grass-cutting and property maintenance of a particular piece of land. The Village has been looking into alternatives and costs if the disagreement continues. The Tollway has agreed to mow the piece of land in question once they have relinquished it to IDOT. The Board expressed concern over the level of quality involved with IDOT property maintenance. This issue will continue over the next month and Mr. Marquardt will maintain communication with IDOT.

(Final Bid Cost Participation for
Illinois Tollway Contract 1-13-
4629)

Trustee Aiani presented discussion and possible action concerning a Final Bid Cost Participation for Illinois Tollway Contract 1-13-4629, Illinois Route 390 from Park Boulevard to Arlington Heights Road. Mr. Marquardt outlined the issue to the Board, but the Board expressed concerns over the future of ComEd's project and aesthetics.

(Illinois Route 390 Overall
Access Control Fencing)

Trustee Aiani presented discussion and possible action concerning Illinois Route 390 Overall Access Control Fencing Exhibit Request for Direction regarding Future Fencing Enhancements. Mr. Marquardt stated that based on the mood of the Village Board over previous agenda items, this item should be tabled until the other issues are resolved.

Department Heads:

Chief of Police Robert O'Connor reported the Highland Games experienced no criminal activity, but Scottish Society intern did damage a squad car with a golf cart. DuPage County reached out to the Police Department regarding concerns about an incoming powerful storm. In addition, Chief O'Connor reported that crime this year has gone down 14% with severe crime drastically decreasing.

Scott Marquardt reported the Tollway is working with the Fire Protection District as part of an Intergovernmental Agreement concerning financial and reimbursement terms.

Al Stefan reported the Tollway will place water monitoring stations at construction sites impacted by flooding. Robinson Engineering will update the Board of this issue going forward.

Public Works Director Ross Hitchcock reported he will be participating in a conversation with DuPage County is over the

Nordic Hills issue. Mr. Hitchcock will issue an update at the next Board meeting.

Finance Director Julie Ciesla reported the health insurance items are going smoothly. There was an informational meeting with staff and plan participants regarding Express Scripts. Ms. Ciesla reported on the new remote deposit technology and its implementation. She added the next meeting will be the public hearing for the appropriation ordinance. Finally, Ms. Ciesla reported that on July 1st there will be a new water bill, an 8 ½ x11 paper with more space for information.

Village Administrator Evan Teich reported the Mayor and he attended a DMMC meeting with ComEd regarding the electric power pole project. They showed them a systems map related to why the Itasca location is important to them. Mr. Teich reported it does not seem like ComEd is ready to file any time soon. He also reported that the Village surpassed their 100th Freedom of Information Act request for the year.

Village Clerk Melody Craven had no report.

Village Attorney Chuck Hervas reported an update on the Irving Park Road case and the orthodontist. Mr. Hervas explained the orthodontist filed an amended complaint and the Village will be moving for summary judgment in due time.

Executive Session:

Trustee Madaras made a motion to go into Executive Session for the purposes of personnel matters and probable and imminent litigation at 9:29PM; Trustee Santorsola seconded. Motion carried by a unanimous voice vote.

Reconvene:

Village Board reconvened at 10:13PM.

Adjournment:

Trustee Santorsola made a motion to adjourn the Committee of the Whole Meeting at 10:14PM; Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.

Minutes by: Melody J. Craven, Village Clerk

VILLAGE OF ITASCA COMMITTEE OF THE WHOLE MEETING MINUTES

July 5, 2016 – Immediately Following Village Board Meeting

- Call to Order:** Mayor Jeff Pruyn called the meeting to order at 8:13PM.
- Roll Call:** Present: Trustees – Marty Hower, Jeff Aiani, Ellen Leahy, Lucy Santorsola; Village Clerk – Melody Craven.
- Also present: Village Administrator – Evan Teich; Village Attorney – Chuck Hervas; Chief of Police – Robert O’Connor; Director of Public Works – Ross Hitchcock; Community Development Director – Nancy Hill; Finance Director – Julie Ciesla; Village Engineering Consultant – Aaron Fundich; Village Engineering Consultant – Scott Marquardt.
- Absent: Trustees Mike Latoria and Frank Madaras.
- Pledge of Allegiance:** Recited at the preceding Village Board Meeting.
- Audience Participation:** None.
- Minutes:**
(May 10, 2016) Mayor Pruyn asked if there were any questions regarding or corrections to the Committee of the Whole Meeting minutes of May 10, 2016 as presented. Hearing none, Trustee Santorsola made a motion to approve said minutes; Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.
- Minutes:**
(May 17, 2016) Mayor Pruyn asked if there were any questions regarding or corrections to the Committee of the Whole Meeting minutes of May 17, 2016 as presented. Hearing none, Trustee Santorsola made a motion to approve said minutes; Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.
- President’s Comments:**
(Change of August 2nd Meeting Time) Mayor Pruyn presented discussion and possible action concerning on changing the start time of August 2nd Village Board Meeting due to National Night Out to either 7:30PM or 8:00PM. There was Board consensus to change the meeting time to 7:30PM. Trustee Hower made a motion to approve the change. Trustee Santorsola seconded the motion. Motion carried by a unanimous voice vote.
- Community Development Committee:** Trustee Latoria was absent.
Trustee Latoria, Chairperson
- Administration Committee:** Trustee Santorsola had no report.
Trustee Santorsola, Chairperson

Environment Committee:
Trustee Leahy, Chairperson

Trustee Leahy had no report.

Finance Committee:
Trustee Hower, Chairperson

Trustee Hower had no report.

Public Safety Committee:
Trustee Madaras, Chairperson

Trustee Madaras was absent.

Public Works/Infrastructure Committee:
Trustee Aiani, Chairperson
(Final Bid Cost Participation for Illinois Tollway)

Trustee Aiani presented discussion and possible action concerning a Final Bid Cost Participation for Illinois Tollway Contract I-13-4629, Illinois Route 390 from Park Boulevard to Arlington Heights Road. Discussion ensued over the costs and benefits over the access control fencing. Several suggestions on how to save money for the Village and for the Tollway were offered, including talking to other mayors and the DuPage County Chairperson. The consensus of the Board was for approval of the cost participation letter and for it to be sent to the Tollway.

(Water System Leak Detection Equipment)

Trustee Aiani presented discussion and possible action concerning Accepting a Bid for Water System Leak Detection Equipment. Hearing no objections, Trustee Aiani made a motion to recommend approval. Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.

(Design & Construction Engineering Services for 2016 Pavement Program)

Trustee Aiani presented discussion and possible action concerning Design & Construction Engineering Services for 2016 Pavement Maintenance Program. Hearing no objections, Trustee Aiani made a motion to recommend approval. Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.

(Task Order 16-RO549 Phase I Design Engineer Services for Arlington Heights Road Improvements)

Trustee Aiani presented discussion and possible action concerning Task Order 16-RO549 Phase I Design Engineer Services for Arlington Heights Road Improvements. Aaron Fundich added that this is the project the Village successfully secured STP funding on last fall. Hearing no objections, Trustee Aiani made a motion to recommend approval. Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.

Department Heads:

Chief of Police Robert O'Connor had no report.

Community Development Director Nancy Hill reported that there was a follow-up meeting with Itasca Country Club. Ms. Hill proceeded to pass out information regarding complaints about the Village's requirements for certain building permits. In addition, Ms. Hill believes it is time for the Village to look at the DuPage County stormwater policy and will provide the Board additional information in the future. She added that Bucky's is now open and the grand opening will be on July 13th.

Ms. Hill praised Vince Cirone, a full-time plumbing inspector, who has gone above and beyond in the last week.

Village Engineer Aaron Fundich reported on a bad water main break last week which resulted in over 20,000 gallons of spilled water. The Village will be sending the Tollway an invoice for approximately \$4,000. The contractor also shares some responsibility.

Public Works Director Ross Hitchcock reported that Aaron Fundich, Jeff Kindermann, and he met with DuPage County regarding an issue with Nordic Hills concerning the transfer of raw sewage. Mr. Hitchcock will bring an agenda item related to this to the Board soon.

Finance Director Julie Ciesla reported on recent developments with Smart Fusion. She also reported that on August 11th, 2016 the Wellness Committee is hosting an Employee Appreciation luncheon and invited the Board members.

Village Administrator Evan Teich thanked everyone again for their work on the Fourth of July event. Mr. Teich reported that Illinois legislators passed an interim State budget until after the November 2016 election.

Mr. Teich provided an update on the irrigation systems. The Village conducted a physical viewing of all properties where possible. Over several months staff has been working with property owners to come into compliance. There are several residential properties that staff has still not been able to contact.

Village Clerk Melody Craven had no report.

Village Attorney Chuck Hervas had no report.

Adjournment:

Trustee Santorsola made a motion to adjourn the Committee of the Whole Meeting at 8:59PM; Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.

Minutes by: 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 President Jeff Pruyn and Itasca Board of Trustees

FROM: Nancy Hill, Community Development Director

DATE: July 14, 2016 for July 19, 2016 Village Board COW Meeting

RE: Relief from Building Code for 400 E. Orchard Street (Itasca County Club)

The Itasca Country Club is requesting relief from the Building Code for the installation of a new deck around the pool and snack stand.

The Building Code Amendments requires that the proposed deck be constructed out of non-combustible materials because of where the deck is located and because it is secured to an existing masonry structure. The local Building Code amendments prohibits Type V combustible construction, which is usually treated wood for exterior decks. An acceptable construction material, under the Code amendments, would be fire retardant wood or any non-combustible material. However, fire retardant wood is not readily available for deck floor construction, and if it is available, it is not available at a reasonable cost.

Village staff and the Itasca Fire Protection District have reviewed this request for relief from the Building Code and recommend granting the relief from the Building Code for the deck surface, railings, and guard materials. We recommend the Itasca County Club use either non-combustible or fire-retardant treated materials for framing, including columns, joists, rafters, and roof decking. See also attached memo from Leigh Fabbri, Itasca Fire Protection District.

This item was presented to the Village Board at the June 22, 2016 Committee of the Whole meeting. At that meeting, a representative of the Itasca Country Club asked for the Village Board to consider relief from the Building Code for the entire deck. Since Village staff was not present, the item was tabled.

Staff met with ICC staff on June 24 to discuss the issues presented at the meeting. During that discussion, staff was able to clarify some building code questions related to ICC's request for relief for the proposed snack shack improvements, to the point that relief from the Building Code Amendments are not necessary for that building. Additionally, the group discussed the construction methods and materials for the proposed deck. Staff explained the reasoning for our position, and that we are open to looking at alternative methods and materials proposed by ICC that could achieve the goals of the Building Code Amendments. The discussion gave the Itasca Country Club a better understanding of staff's recommendation on the deck, and they asked that

this item be postponed until the July 19 Village Board Meeting due to the Independence Day Holiday.

Since the June 22 Village Board meeting, I have been asked by several Village Board members about the construction of similar commercial decks. Please keep in mind the deck in question is regulated by the International Building Code (IBC) and our local amendments to this code. Decks on single-family homes are regulated by the International Residential Building Code (IRC) and our local amendments. Type V construction is not permitted by our amendments to the IRC, and therefore, is not required for decks on single-family homes.

The most comparable structure is the recently constructed Antonio's restaurant pergola. The pergola was required to be fire retardant treated materials under our amendments to the IBC because it is attached to a commercial building of non-combustible construction. Antonio's constructed the pergola structure with non-combustible materials (fire-treated cedar). However, there is no deck flooring involved with Antonio's, as there is with the proposed Itasca Country Club deck. The deck flooring is the portion of the Itasca Country Club's proposed deck construction that staff is recommending be allowed to be of combustible materials.

Staff Recommendation

Staff recommends the following motion be made:

I move to approve the requested relief from the Building Code amendments to allow the proposed deck at 400 E. Orchard Street to be of combustible construction with the following conditions:

1. The combustible construction be for construction allowed by Building Permits #25110 and #25112 only.
2. The combustible construction be for the deck's surface, railing, and guard materials only.
3. Non-combustible or fire-retardant treated materials be used for the deck's framing including columns, joists, rafters, and roof decking.

Should you have any questions, please contact me in advance of the meeting. I can be reached at 630-228-5621 or nhill@itasca.com. Please note, Leigh Fabbri, Itasca Fire Protection District, will be at the July 19 meeting to answer questions.



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

James F. Burke, Jr.

Fire Chief

Administration: 630-773-1223

Fire Prevention: 630-773-1240

Fax: 630-773-3381

June 13, 2016

To: Ms. Shannon Malik

From: Leigh Fabbri, Director
Bureau of Fire Prevention

Subject: Itasca Country Club,
Request for relief from Ordinance 1464-08, §150.11(C), 503

I have reviewed the request from Itasca Country Club from Ordinance 1464-08, which prohibits Type V construction, i.e. combustible.

The Itasca Fire Protection District recommends the Village of Itasca allow the applicant to use Type V for the deck surface, railing and guard materials. The applicant should use either non-combustible or fire-retardant treated materials for framing including columns, joists, rafters and roof decking.

Please feel free to contact me with any questions

Sincerely,

A handwritten signature in cursive script that reads "Leigh Fabbri".

Serving the Community Since 1909



Nancy Hill
Community Development Director
Village of Itasca
550 W. Irving Park Road
Itasca, IL 60143
Office: 630-773-5568
nhill@itasca.com

Nancy,

We kindly request to use treated wood instead of fire retardant wood on our pool deck and snack stand as indicated on the attached drawings and as submitted to the Community Development Department for Permit 25110 & Permit 25112 for the Itasca Country Club.

Because the structures will be built adjacent to a cement patio and our swimming pool, we do not believe that the use of treated wood will cause a risk to public health. Given the increased cost of and the increased time to acquire fire retardant wood vs. treated wood, we ask for relief from the Village's adopted building codes to allow for use treated wood instead of fire retardant wood on our pool deck and snack stand.

In order to obtain approval for this request, we would like to be on the agenda for the Committee of the Whole Meeting on Tuesday, June 21 at 7 PM to meet with you and the village board. Please let me know if you have any questions or need any additional information. Thank you.

Sincerely,

Leeann Repta
General Manager
Itasca County Club
400 East Orchard
Itasca, IL 60143
lrepta@itascagolf.com
Direct: (630) 361-8059
Fax: (847) 952-4828

BUILDING CODES	
ITASCA, ILLINOIS	
2008	INTERNATIONAL BUILDING CODE W/ AMENDMENTS BY THE 2008 ITASCA BUILDING CODE
2008	NATIONAL ELECTRICAL CODE
2006	INTERNATIONAL FIRE CODE
2006	INTERNATIONAL PLUMBING CODE - OR ILLINOIS PLUMBING CODE
1997	ILLINOIS ACCESSIBILITY CODE
2006	INTERNATIONAL MECHANICAL CODE
2006	INTERNATIONAL WILDLAND-URBAN INTERFACE CODE

- GENERAL NOTES**
- THE CONTRACTOR SHALL CONSULT WITH THE BUILDING OWNER AND ADHERE TO ALL REGULATIONS OF THE BUILDING AS TO AND METHOD OF MATERIAL DELIVERY, DEBRIS REMOVAL, HOURS OF DEMOLITION AND NOISY CONSTRUCTION.
 - CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS AND/OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
 - DO NOT SCALE DRAWINGS. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE.
 - ALL WORK SHALL BE DONE TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL BUILDING CODES AND REQUIREMENTS OF THE LATEST EDITION OF THE ILLINOIS ACCESSIBILITY STANDARDS.
 - ALL DOORS USED IN CONNECTION WITH EXITS SHALL BE SO ARRANGED AS TO REMAIN UNOBSTRUCTED AND READILY OPERATIONAL WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OF A KEY FROM THE SIDE FROM WHICH EGRESS IS MADE.
 - FLAME SPREAD RATINGS: ALL MATERIALS USED FOR INTERIOR WALL, CEILING AND FLOOR FINISHES INCLUDING INTERIOR TRIM, SHALL HAVE THE FOLLOWING RATINGS:
 - A. STAIRWAYS, LOBBIES AND PUBLIC CORRIDORS - CLASS 1 FLAME SPREAD (0-25) SMOKE DEVELOPED 200.
 - B. INTERIOR OFFICES & SPACES - CLASS 2 (26-75)
 - C. ALL FLOOR COVERINGS - CLASS B INTERIOR FLOOR FINISH (CRITICAL RADIANT FLUX BETWEEN 22 WATTS/SQ. CENTIMETER & 41 WATTS/SQ. CENTIMETER).
- (NOTE: ALL CLASS 2 MATERIALS ARE LIMITED TO 7500 SF OR LESS)
- IT IS AGREED THAT THE PROFESSIONAL SERVICES OF THE ARCHITECT DO NOT EXTEND TO, OR INCLUDE THE REVIEW OF SITE OBSERVATION OF THE CONTRACTOR'S WORK OR PERFORMANCE. IT IS FURTHER AGREED THAT THE OWNER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT FROM ANY CLAIM OR SUIT WHATSOEVER, INCLUDING BUT NOT LIMITED TO ALL PAYMENTS, EXPENSES OR COSTS INVOLVED, ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE CONTRACTOR'S PERFORMANCE OR THE FAILURE OF THE CONTRACTOR'S WORK TO CONFORM TO THE DESIGN INTENT AND THE CONTRACT DOCUMENTS. THE ARCHITECT AGREES TO BE RESPONSIBLE FOR HIS/HER OWN AND HIS/HER EMPLOYEES NEGLIGENT ACTS, ERRORS OR OMISSIONS.

- GENERAL CONSTRUCTION**
- ALL WALL SURFACES TO BE FREE OF DEFECTS AND TAPED, FILLED, SANDED SMOOTH AND PRIMED TO RECEIVE BUILDING STANDARD PAINT FINISH.
 - ALL PARTITIONS SHOWN "ALIGN" ARE TO BE SMOOTH AND FLUSH WITH EXISTING CONSTRUCTION.
 - ALL PARTITION CONSTRUCTION SHALL BE SPECIFIED ON THESE DRAWINGS AND SHALL BE OF THE BEST ACCEPTED PRACTICE OF THE CONSTRUCTION INDUSTRY. GYPSUM BOARD PARTITION COMPONENTS SHALL BE AS MANUFACTURED BY UNITED STATES GYPSUM OR APPROVED EQUAL. ALL GYPSUM BOARD JOINTS, CORNERS AND EXPOSED EDGES SHALL BE TAPED, FILLED AND SANDED SMOOTH IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. EXPOSED CORNERS SHALL HAVE CORNER BEAD, EXPOSED EDGES SHALL HAVE METAL TRIM.

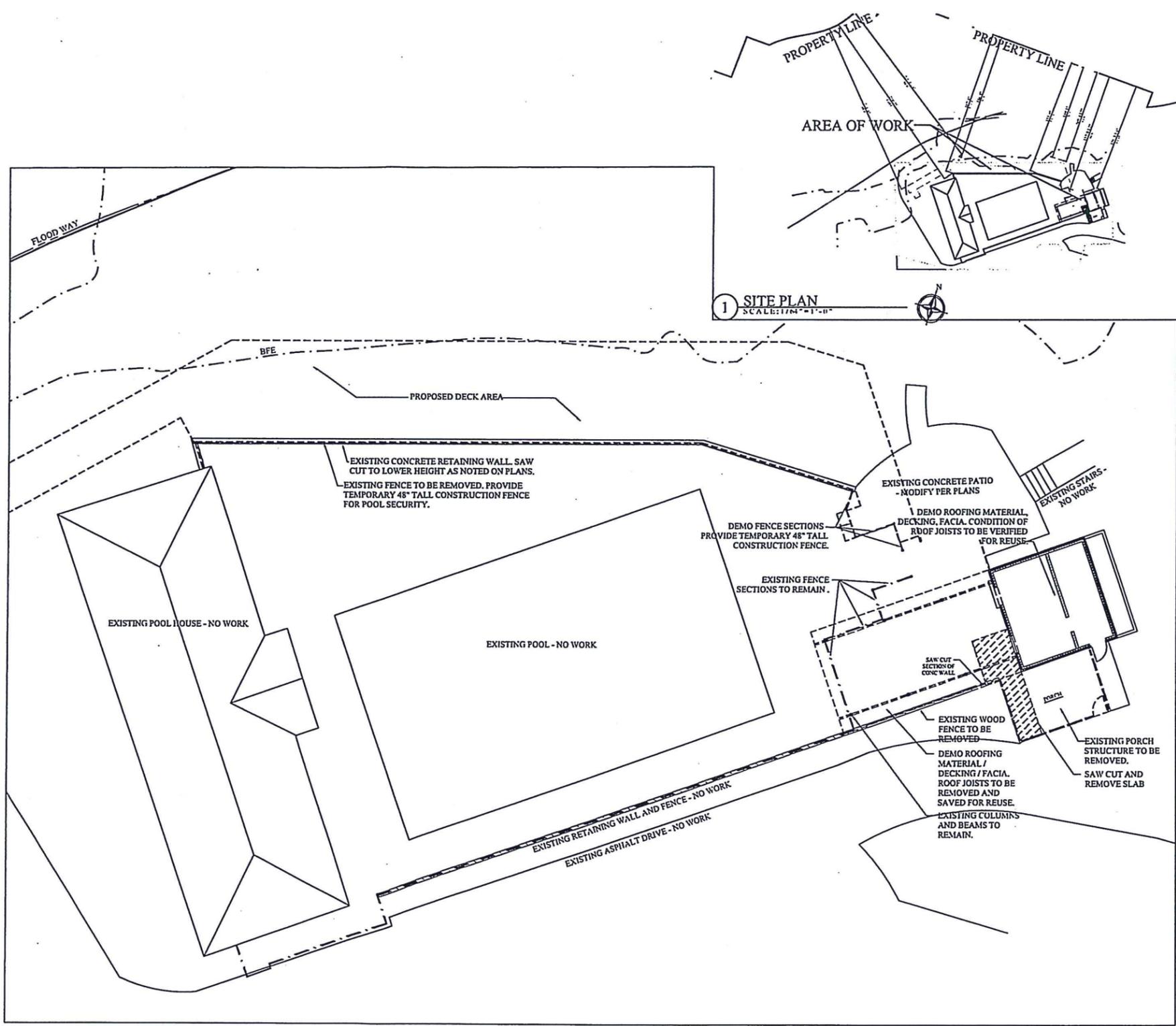
DISCIPLINES	
ARCHITECT	CORNICE & ROSE INTERNATIONAL, LLC

- DRAWING INDEX**
- | ARCHITECTURAL | |
|---------------|--|
| A1.0 | COVER SHEET / DEMO PLAN |
| A1.1 | POOL DECK PLANS |
| A1.2 | POOL DECK SECTIONS & DETAILS |
| A1.3 | SNACK SHACK PLANS, SECTIONS & ELEVATIONS |

- CONCRETE NOTES**
- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318 AND ACI 301, LATEST EDITION. THESE DOCUMENTS SHALL BE AVAILABLE IN THE FIELD OFFICE.
 - EXCEPT WHERE OTHERWISE INDICATED, CONCRETE SHALL BE NORMAL WEIGHT AND WITH MINIMUM 28-DAY COMPRESSIVE STRENGTH OF F_c = 4000 PSI. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR ENTRAINED WITH 6% AIR CONTENT.
 - REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
 - UNLESS NOTED OTHERWISE, ALL SLABS ON-GRADE SHALL BE REINFORCED WITH ONE (1) LAYER OF 6x6 W2.1A W.W.F.
 - ALL PERIMETER WALL AND COLUMN FOOTINGS SHALL BEAR A MINIMUM OF 3'-6" BELOW FINISH GRADES.
 - PLACE ALL SLABS ON-GRADE WITH AN APPROVED PATTERN AND SEQUENCE OF CONSTRUCTION AND CONTROL JOINTS (MAXIMUM OF 15'-0" O.C.) TO MINIMIZE SHRINKAGE CRACKS.
 - CONCRETE MIX DESIGN SHALL BE SUBMITTED TO ARCHITECT / ENGINEER FOR REVIEW.
 - ALL FOOTINGS TO BEAR ON SOIL CAPABLE OF RESISTING 3,000 PSF NET ALLOWABLE LOAD.
- DESIGN LOADS**
- | DESIGN LOADS | |
|----------------------------------|----------------------------|
| DECKS: | |
| LIVE: | 100 PSF |
| FRAMING: | 10 PSF |
| ROOF: | |
| SNOW LOAD: | 25 PSF |
| FRAMING: | 10 PSF |
| ROOFING: | 5 PSF |
| 2. LUMBER SPECIFICATIONS: | |
| FLOOR / ROOF JOISTS: HEM FIR #2 | F _b = 850 PSI |
| OR 6x6 TO 8x8 POST | E = 1,300,000 PSI |
| STUDS: HEM FIR STUD | F _b = 675 PSI |
| | E = 1,200,000 PSI |
| LVL (MICRO LAM): | F _b = 2,600 PSI |
| | E = 1,900,000 PSI |
| PARALLAM (WOLMANIZED): | F _b = 2,050 PSI |
| | E = 1,740,000 PSI |
| PARALLAM (PSL COLS): | F _b = 2,400 PSI |
| | E = 2,500 PSI |
| | E = 1,800,000 PSI |
- PROVIDE 1/2" DIAMETER SILL ANCHOR BOLTS AT 5'-0" O.C. AND LOCATED NO FURTHER THAN 12" FROM BUILDING CORNERS. THERE SHALL BE A MINIMUM OF 2 BOLTS PER PLATE.
 - CUTTING AND NOTCHING OF STUDS SHALL COMPLY WITH THE REQUIREMENTS OF THE IRC R602.4.
 - CUTTING AND NOTCHING OF FLOOR AND CEILING JOISTS SHALL MEET WITH THE REQUIREMENTS OF IRC R502.8.
 - ALL HEADERS SHALL BE (2) 2X12'S (HEM FIR #2) U.N.O. SEE LINTEL SCHEDULE FOR MASONRY. MINIMUM (3) - 2X4 COLUMN AT EACH END OF ALL WOOD BEAMS & HEADERS (MAX. SPAN 4'-7").
 - HOLES BORED IN FLOOR JOISTS SHALL COMPLY WITH IRC R502.8.
 - ALL PLYWOOD SHEATHING IS TO BE APA APPROVED.
 - EITHER LAP JOISTS OVER BEAMS PER IRC REQUIREMENTS, OR PROVIDE JOIST HANGERS.
 - ALL TIMBER CONNECTIONS (STUDS, JOISTS, RAFTERS AND PLYWOOD) SHALL MEET THE NAILING REQUIREMENTS OF IRC TABLES R602.3 AND R602.5.(19).
 - ALL DECK CONNECTORS AND THOSE CONNECTING THE PRESSURE TREATED LUMBER SHALL BE GALVANIZED PER ASTM A653 (I.E. SIMPSON ZALAK FINISH). ALL NAILS USED IN PRESSURE TREATED LUMBER AND DECK CONNECTORS SHALL BE GALVANIZED PER ASTM A153.
 - PROVIDE BRIDGING AND BLOCKING PER THE REQUIREMENTS OF NATIONAL FOREST PRODUCTS ASSOCIATION (NFPA) DESIGN SPECIFICATIONS.
 - WHERE TIMBER FRAMING IS SUPPORTED BY STEEL, A TIMBER PLATE SHALL BE FASTENED TO THE TOP FLANGE OF THE STEEL BEAM. HILTI POWDEK ACTUATED FASTENERS (OR EQUIVALENT) SHALL BE USED @ 24" O.C. (MAX).
 - ALL 2x STUD WALLS OVER 8'-0" HIGH TO HAVE 1"x4" LET IN CORNER BRACING.
 - ALL STUD WALLS TO HAVE SINGLE 2x BOTTOM PLATE & DOUBLE 2x TOP PLATE U.N.O.
 - ALL WOOD IN CONTACT WITH CONCRETE & EXPOSED TO ENVIRONMENT TO BE PRESSURE TREATED LUMBER.

ITASCA COUNTRY CLUB

- POOL DECK & SNACK SHACK MODIFICATIONS -



1 GROUND LEVEL PLAN
SCALE: 1/32" = 1'-0"

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



ITASCA COUNTRY CLUB
 400 EAST ORCHARD ST.
 ITASCA, ILLINOIS

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EXPRESS 30.NOV.16
 James A. Gray
 SIGNATURE

REVISIONS:
 01 - PLAN REVIEW 11/20/16
 02 - STRUCTURAL REV. 5/2/2018

DATE:
 21.MARCH.2018

JOB NUMBER:
 2016-123

SHEET TITLE:
 COVER SHEET,
 DEMO PLANS

SHEET NUMBER:

A1.0

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EXPIRES 30 NOV 16

James A. Gray
SIGNATURE

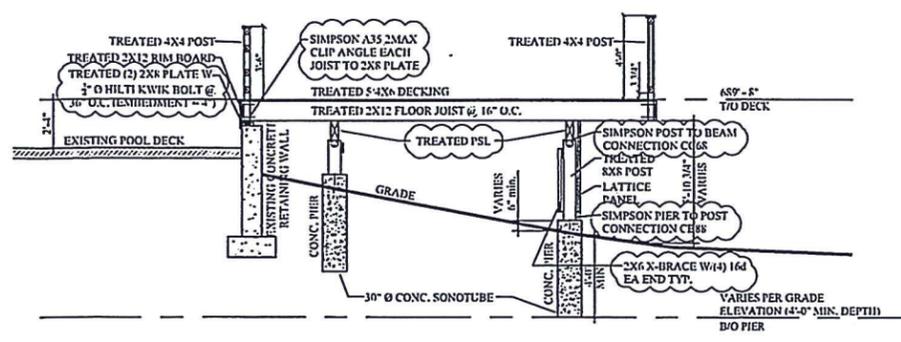
REVISIONS:
01 - PLAN REVIEW 2/25/2016
02 - STRUCTURAL REV. 5/25/2016

DATE:
21 MARCH 2016

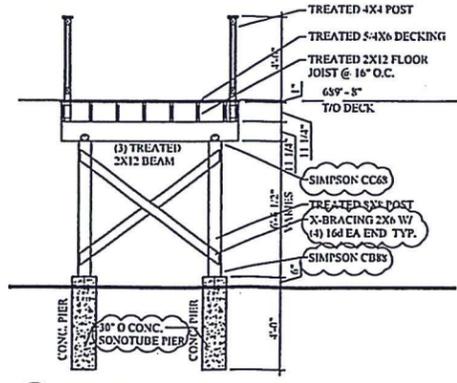
JOB NUMBER:
2016-112

SHEET TITLE:
POOL DECK -
SECTIONS &
DETAILS

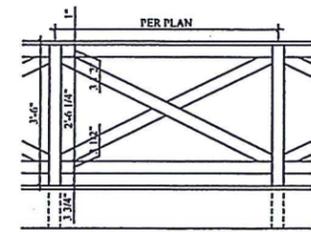
SHEET NUMBER:



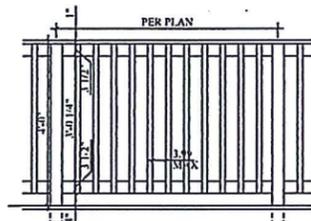
1 DECK SECTION
SCALE: 1/4" = 1'-0"



2 DECK SECTION
SCALE: 1/4" = 1'-0"

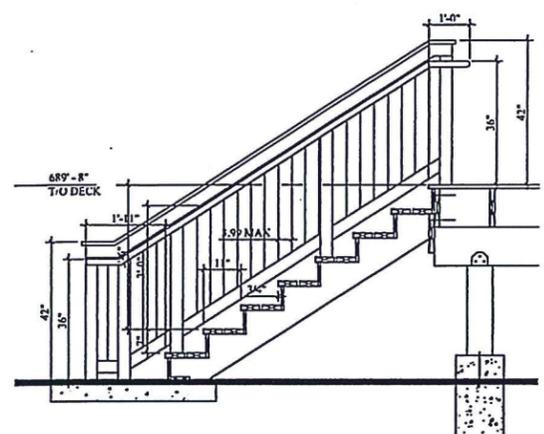


RAILING 'A' - NON GUARD RAIL REQ'D @ LOCATIONS LESS THAN 30" ABOVE ADJACENT LEVEL

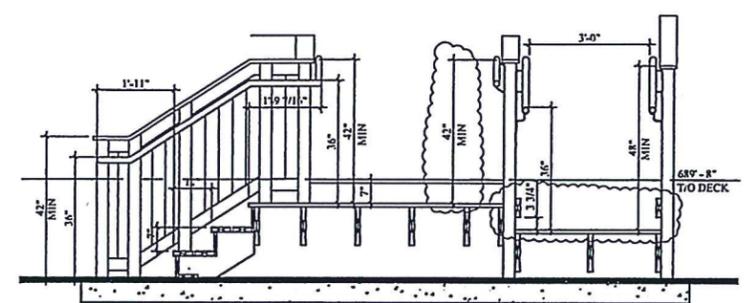


RAILING 'B' - GUARD RAIL REQUIRED.

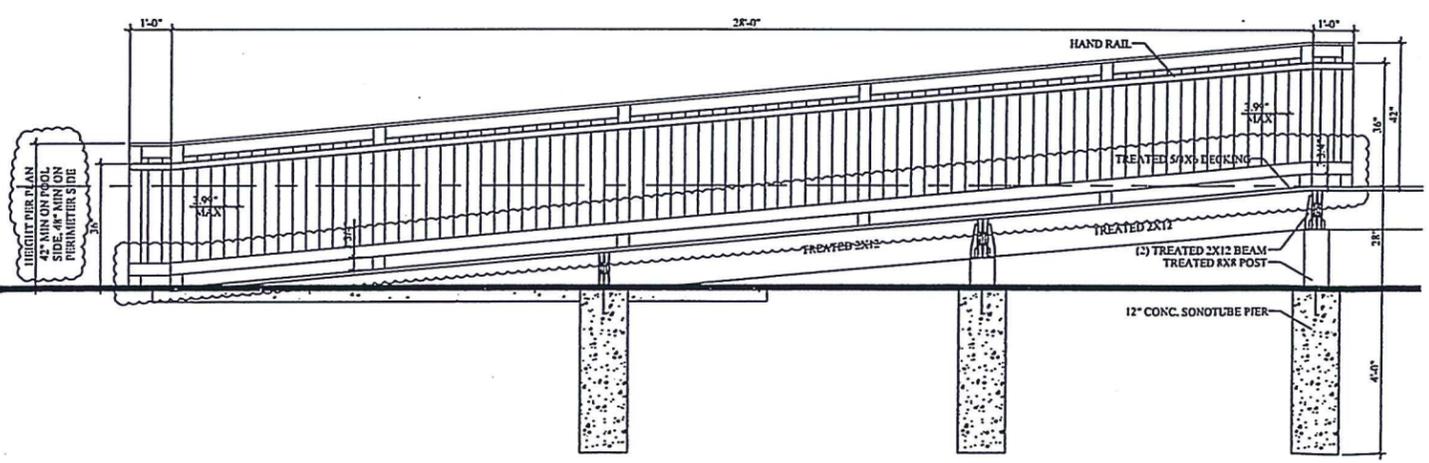
3 GROUND LEVEL PLAN
SCALE: 1/2" = 1'-0"



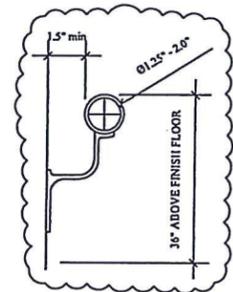
4 STAIR SECTION
SCALE: 1/2" = 1'-0"



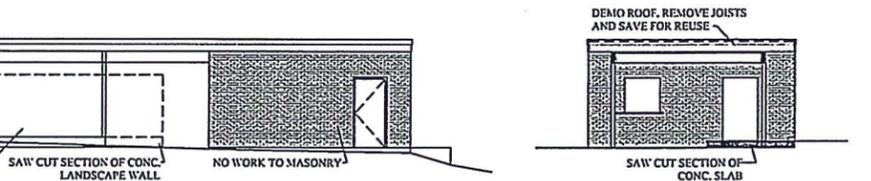
5 STAIR / RAMP SECTION
SCALE: 1/2" = 1'-0"



6 RAMP SECTION
SCALE: 1/2" = 1'-0"

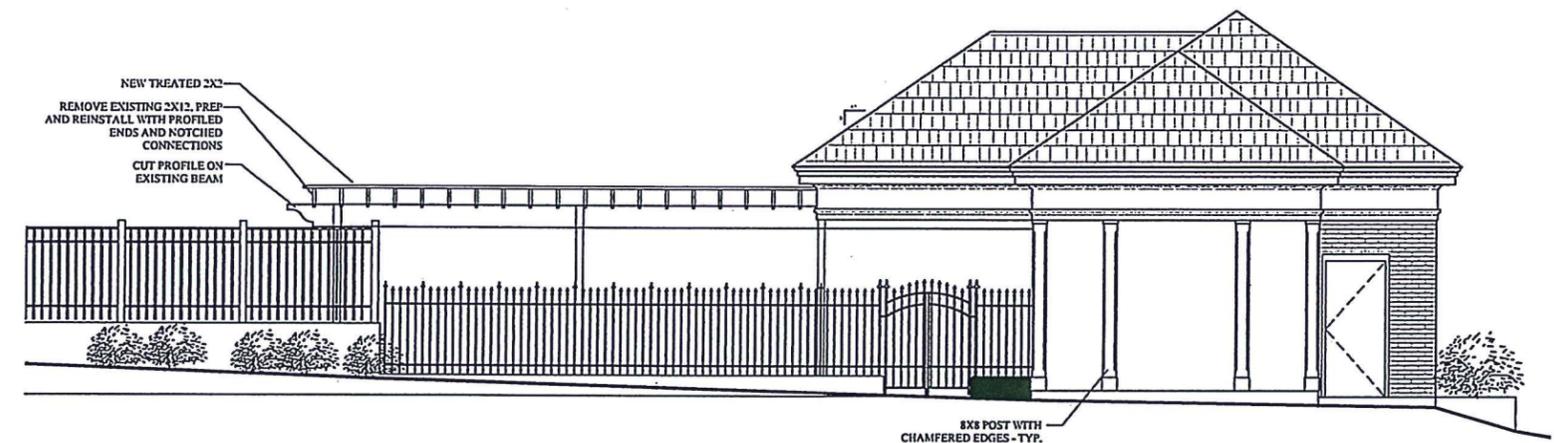


7 HAND RAIL DTL.
SCALE: 3/4" = 1'-0"

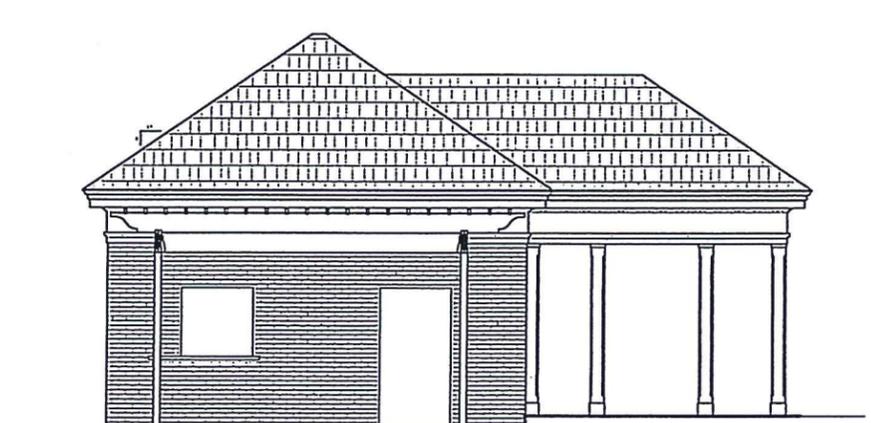


4 EXIST. SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

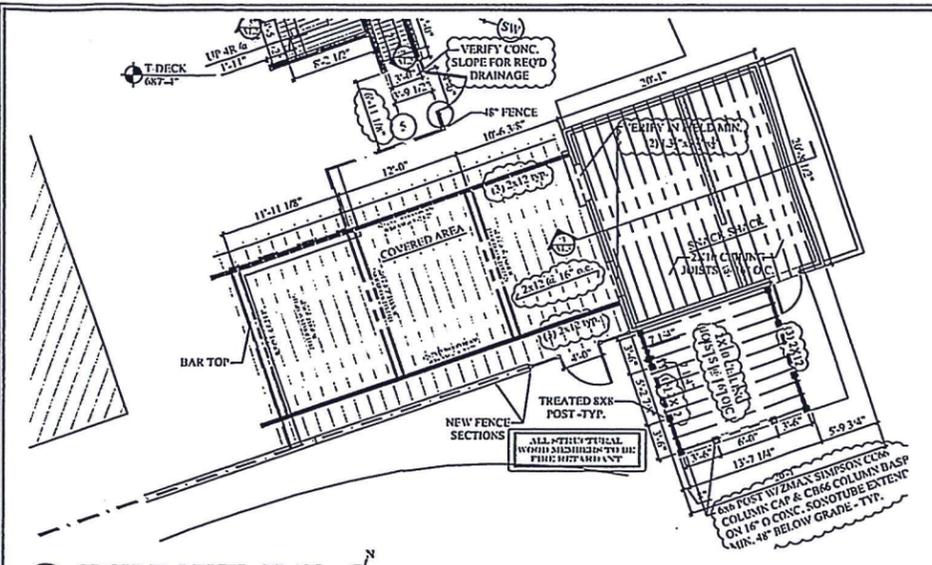
5 EXIST. WEST ELEVATION
SCALE: 1/8" = 1'-0"



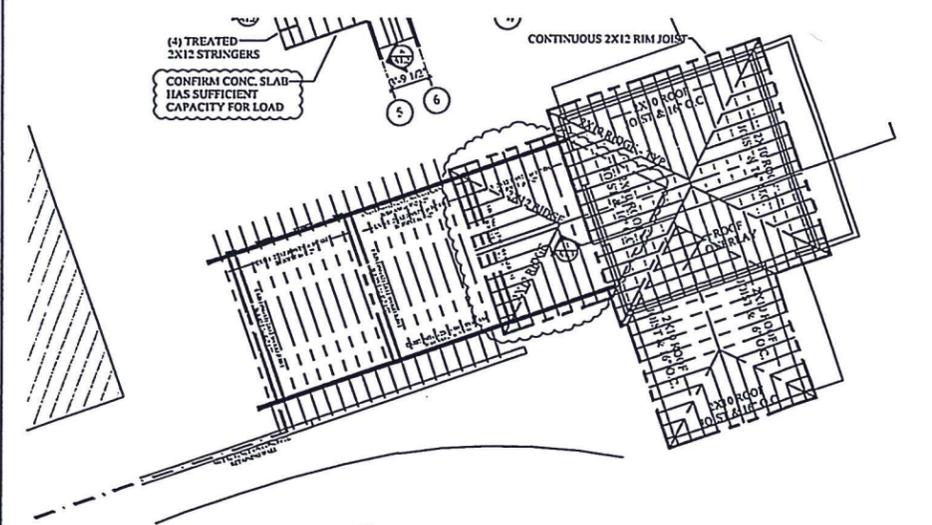
6 NEW SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



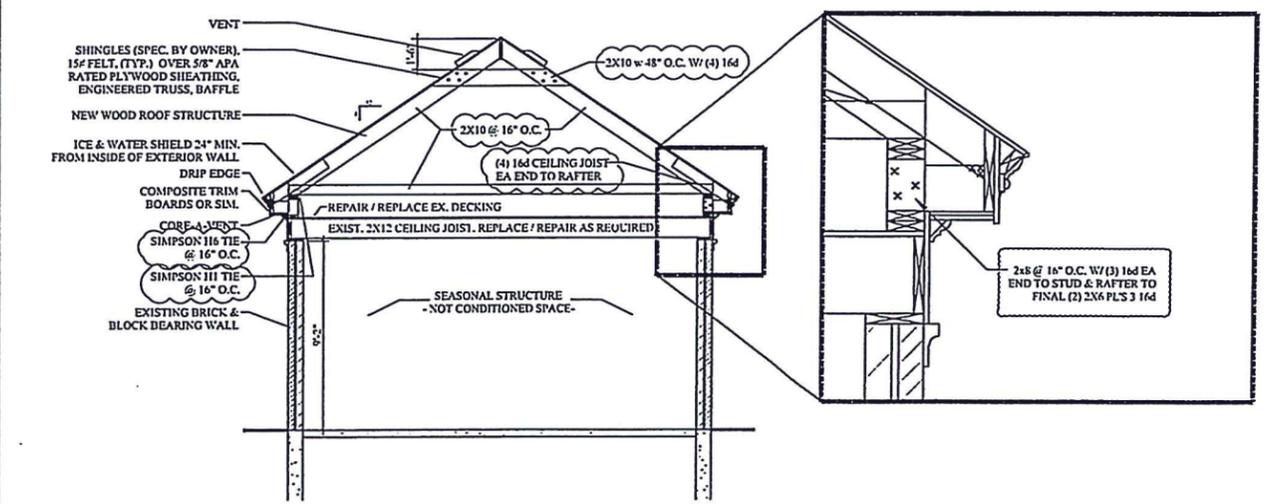
7 NEW WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 GROUND LEVEL PLAN
SCALE: 1/8" = 1'-0"



2 ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



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

ITASCA COUNTRY CLUB

- PADDLE COURT MODIFICATIONS -

MEMBER OF
Cornice & Rose
INTERNATIONAL

ITASCA COUNTRY CLUB
400 EAST ORCHARD ST.
ITASCA, ILLINOIS

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Jules A. Gray
SIGNATURE
REVISIONS:
01 - PLAN REVIEW 4/20/16
02 - STRUCTURAL REVIEW 5/20/16

DATE: 21 MARCH 2016

JOB NUMBER: 2016-123

SHEET TITLE:
COVER SHEET,
DEMO PLANS

SHEET NUMBER:

A1.0

BUILDING CODES	
ITASCA, ILLINOIS	
2008	INTERNATIONAL BUILDING CODE W/ AMENDMENTS BY THE 2008 ITASCA BUILDING CODE
2008	NATIONAL ELECTRICAL CODE
2006	INTERNATIONAL FIRE CODE
2006	INTERNATIONAL PLUMBING CODE - OR
2004	ILLINOIS PLUMBING CODE
1997	ILLINOIS ACCESSIBILITY CODE
2006	INTERNATIONAL MECHANICAL CODE
2006	INTERNATIONAL WILDLAND-URBAN INTERFACE CODE

DISCIPLINES	
ARCHITECT	CORNICE & ROSE INTERNATIONAL, LLC

- GENERAL NOTES**
- THE CONTRACTOR SHALL CONSULT WITH THE BUILDING OWNER AND ADHERE TO ALL REGULATIONS OF THE BUILDING AS TO AND METHOD OF MATERIAL DELIVERY, DEBRIS REMOVAL, HOURS OF DEMOLITION AND NOISY CONSTRUCTION.
 - CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS AND OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
 - DO NOT SCALE DRAWINGS. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE.
 - ALL WORK SHALL BE DONE TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL BUILDING CODES AND REQUIREMENTS OF THE LATEST EDITION OF THE ILLINOIS ACCESSIBILITY STANDARDS.
 - ALL DOORS USED IN CONNECTION WITH EXITS SHALL BE SO ARRANGED AS TO REMAIN UNOBSTRUCTED AND READILY OPERATIONAL WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OF A KEY FROM THE SIDE FROM WHICH EGRESS IS MADE.
 - FLAME SPREAD RATINGS: ALL MATERIALS USED FOR INTERIOR WALL, CEILING AND FLOOR FINISHES INCLUDING INTERIOR TRIM, SHALL HAVE THE FOLLOWING RATINGS:
 - STAIRWAYS, LOBBIES AND PUBLIC CORRIDORS, CLASS 1 FLAME SPREAD (0-25) SMOKE DEVELOPED 200.
 - INTERIOR OFFICES & SPACES - CLASS 2 (26-75)
 - ALL FLOOR COVERINGS - CLASS D INTERIOR FLOOR FINISH (CRITICAL RADIANT FLUX BETWEEN .22 WATTS/SQ. CENTIMETER & .41 WATTS/SQ. CENTIMETER).

(NOTE: ALL CLASS 2 MATERIALS ARE LIMITED TO 7500 SF OR LESS.)
 - IT IS AGREED THAT THE PROFESSIONAL SERVICES OF THE ARCHITECT DO NOT EXTEND TO, OR INCLUDE THE REVIEW OF SITE OBSERVATION OF THE CONTRACTOR'S WORK OR PERFORMANCE. IT IS FURTHER AGREED THAT THE OWNER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT FROM ANY CLAIM OR SUIT WHATSOEVER, INCLUDING BUT NOT LIMITED TO ALL PAYMENTS, EXPENSES OR COSTS INVOLVED, ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE CONTRACTOR'S PERFORMANCE OR THE FAILURE OF THE CONTRACTOR'S WORK TO CONFORM TO THE DESIGN INTENT AND THE CONTRACT DOCUMENTS. THE ARCHITECT AGREES TO BE RESPONSIBLE FOR HIS/HER OWN AND HIS/HER EMPLOYEES NEGLIGENT ACTS, ERRORS OR OMISSIONS.

DRAWING INDEX

ARCHITECTURAL	
A1.0	COVER SHEET / DEMO PLAN
A1.1	STRUCTURAL PLAN
A1.2	FLOOR PLAN

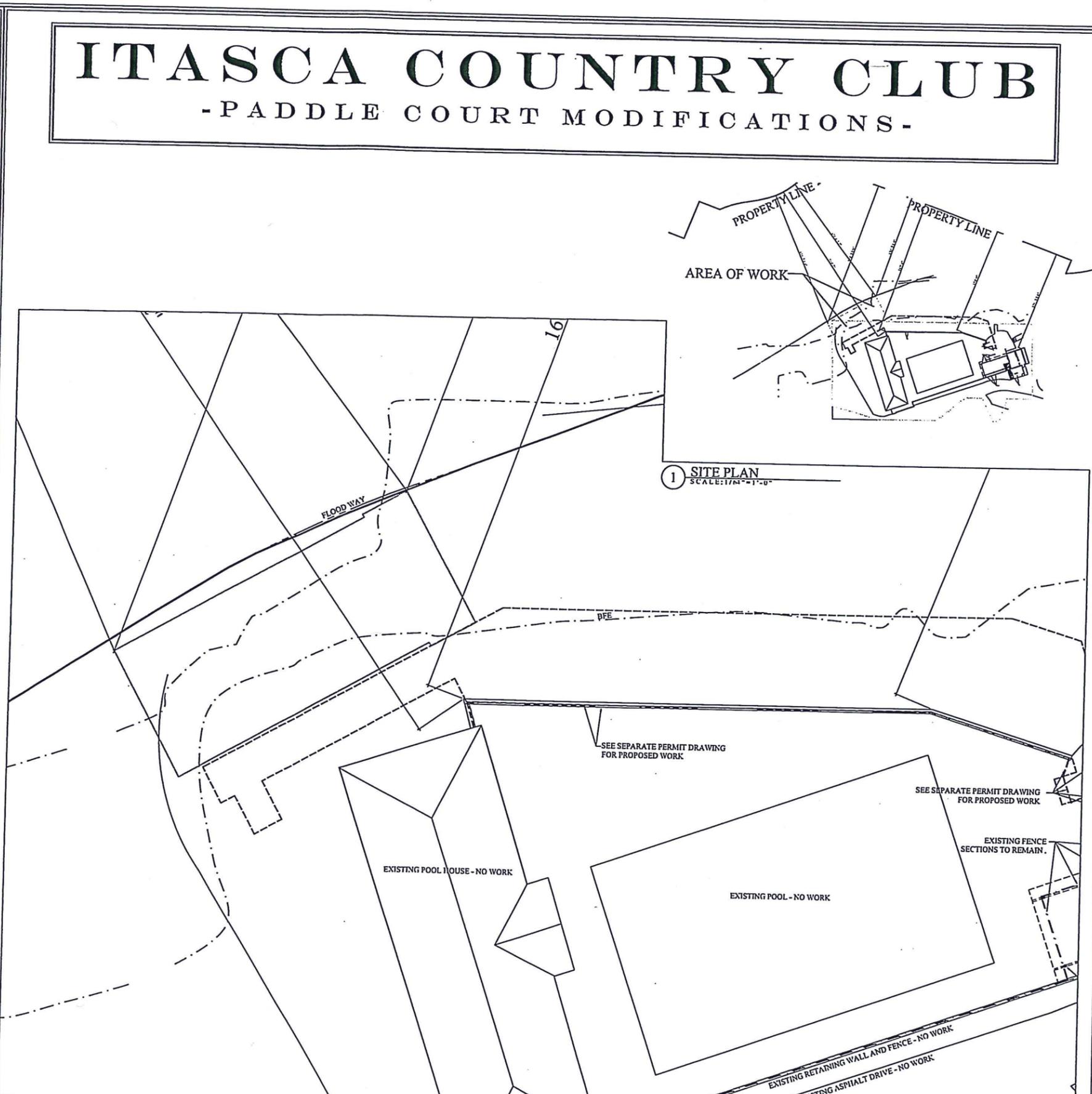
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 - REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
 - UNLESS NOTED OTHERWISE, ALL SLABS-ON-GRADE SHALL BE REINFORCED WITH ONE (1) LAYER OF 6x6 W2.1xW2.1 W.W.F.
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 - PLACE ALL SLABS ON GRADE WITH AN APPROVED PATTERN AND SEQUENCE OF CONSTRUCTION AND CONTROL JOINTS (MAXIMUM OF 15'-0" O.C.) TO MINIMIZE SHRINKAGE CRACKS.
 - CONCRETE MIX DESIGN SHALL BE SUBMITTED TO ARCHITECT / ENGINEER FOR REVIEW
 - ALL FOOTINGS TO BEAR ON SOIL CAPABLE OF RESISTING 3,000 PSF NET ALLOWABLE LOAD.

DESIGN LOADS

1. DESIGN LOADS	
DECKS:	
LIVE: 100 PSF	
FRAMING: 10 PSF	
ROOF:	
SNOW LOAD: 25 PSF	
FRAMING: 10 PSF	
ROOFING: 5 PSF	
2. LUMBER SPECIFICATIONS:	
FLOOR / ROOF JOISTS: 11EM FIR #2	F _b = 850 PSI
OR 6x6 TO 8x8 POST	E = 1,300,000 PSI
STUDS: 11EM FIR STUD	F _b = 675 PSI
	E = 1,200,000 PSI
LVL (MICRO LAM):	F _b = 2,600 PSI
	E = 1,900,000 PSI
PARALLAM (WOLMANIZED):	F _b = 2,090 PSI
	E = 1,740,000 PSI
PARALLAM (PSL COLS):	F _b = 2,400 PSI
	E = 1,800,000 PSI

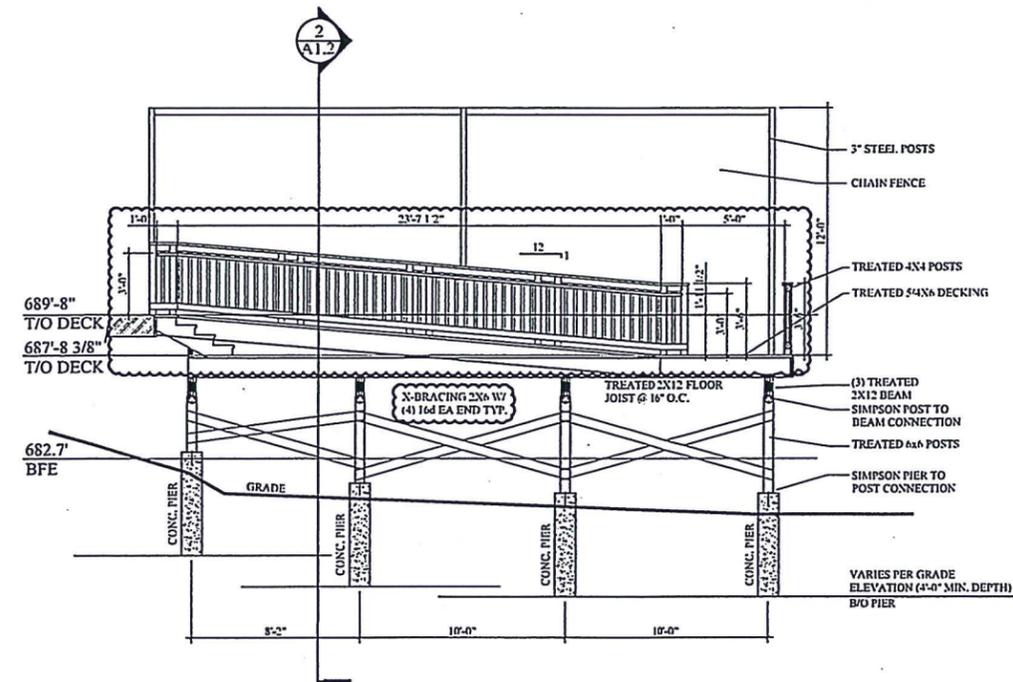
- GENERAL CONSTRUCTION**
- ALL WALL SURFACES TO BE FREE OF DEFECTS AND TAPED, FILLED, SANDED SMOOTH AND PRIMED TO RECEIVE BUILDING STANDARD PAINT FINISH.
 - ALL PARTITIONS SHOWN "ALIGN" ARE TO BE SMOOTH AND FLUSH WITH EXISTING CONSTRUCTION.
 - ALL PARTITION CONSTRUCTION SHALL BE SPECIFIED ON THESE DRAWINGS AND SHALL BE OF THE BEST ACCEPTED PRACTICE OF THE CONSTRUCTION INDUSTRY. GYPSUM BOARD PARTITION COMPONENTS SHALL BE AS MANUFACTURED BY UNITED STATES GYPSUM OR APPROVED EQUAL. ALL GYPSUM BOARD JOINTS, CORNERS AND EXPOSED EDGES SHALL BE TAPED, FILLED AND SANDED SMOOTH IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. EXPOSED CORNERS SHALL HAVE CORNER BEAD, EXPOSED EDGES SHALL HAVE METAL TRIM.

- PROVIDE 1/2" DIAMETER SILL ANCHOR BOLTS AT 5'-0" O.C. AND LOCATED NO FURTHER THAN 12" FROM BUILDING CORNERS. THERE SHALL BE A MINIMUM OF 2 BOLTS PER PLATE.
- CUTTING AND NOTCHING OF STUDS SHALL COMPLY WITH THE REQUIREMENTS OF THE IRC R602.6
- CUTTING AND NOTCHING OF FLOOR AND CEILING JOISTS SHALL MEET WITH THE REQUIREMENTS OF IRC R502.8
- ALL HEADERS SHALL BE (2) 2x12s (11EM FIR #2) U.N.O. SEE LINTEL SCHEDULE FOR MASONRY. MINIMUM (3) - 2x4 COLUMN AT EACH END OF ALL WOOD BEAMS & HEADERS (MAX. SPAN 4'-0")
- HOLDS BORED IN FLOOR JOISTS SHALL COMPLY WITH IRC R502.8
- ALL PLYWOOD SHEATHING IS TO BE APA APPROVED.
- EITHER LAP JOISTS OVER BEAMS PER IRC REQUIREMENTS, OR PROVIDE JOIST HANGERS.
- ALL TIMBER CONNECTIONS (STUDS, JOISTS, RAFTERS AND PLYWOOD) SHALL MEET THE REQUIREMENTS OF IRC TABLES R602.3 AND R502.5.1(9).
- ALL DECK CONNECTORS AND THOSE CONNECTING THE PRESSURE TREATED LUMBER SHALL BE GALVANIZED PER ASTM A153.
- WHERE TIMBER FRAMING IS SUPPORTED BY STEEL, A TIMBER PLATE SHALL BE FASTENED TO THE TOP FLANGE OF THE STEEL BEAM. HILTI POWDER ACTUATED FASTENERS (OR EQUIVALENT) SHALL BE USED @ 24" O.C. (MAX)
- ALL 2x STUD WALLS OVER 8'-0" HIGH TO HAVE 1"x4" LET IN CORNER BRACING.
- ALL STUD WALLS TO HAVE SINGLE 2x BOTTOM PLATE & DOUBLE 2x TOP PLATE U.N.O.
- ALL WOOD IN CONTACT WITH CONCRETE & EXPOSED TO ENVIRONMENT TO BE PRESSURE TREATED LUMBER.

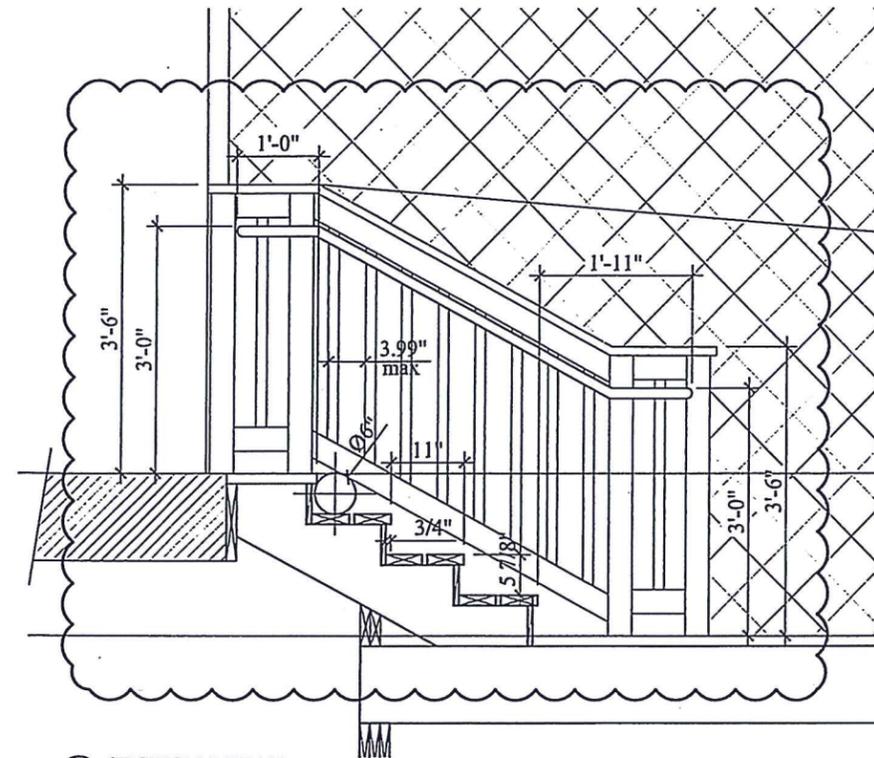


1 GROUND LEVEL PLAN
SCALE: 1/32" = 1'-0"

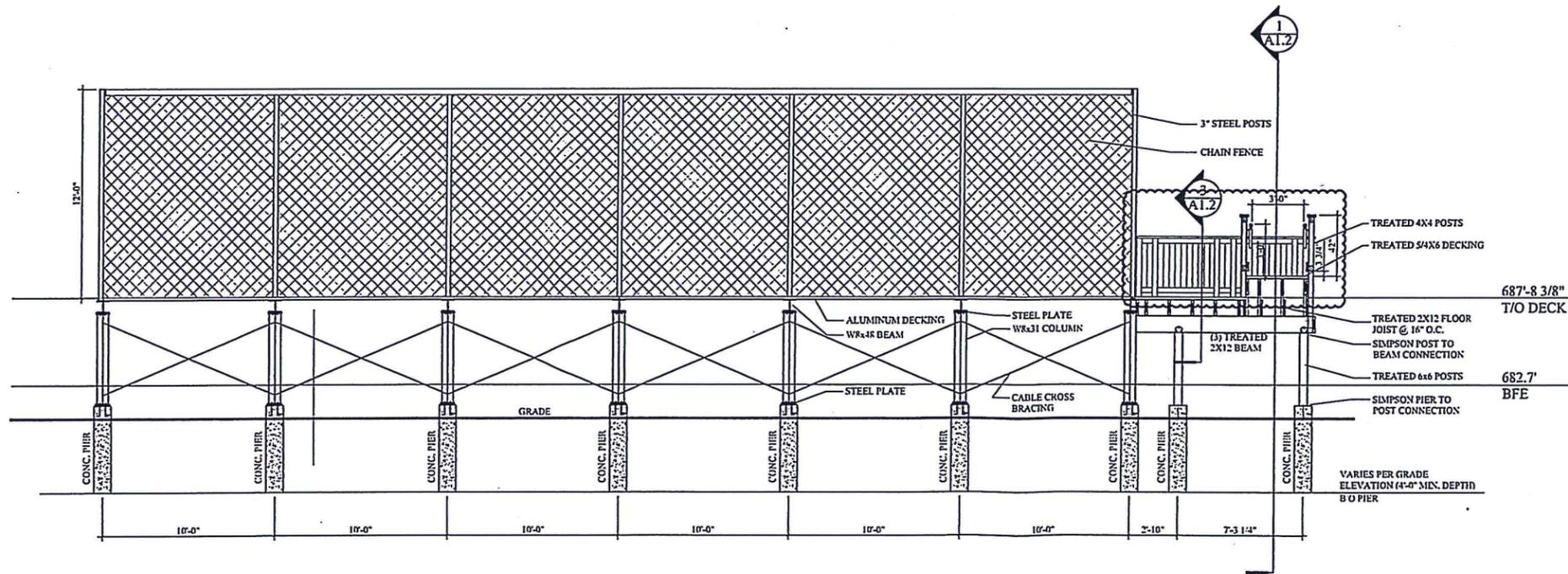
1 SITE PLAN
SCALE: 1/64" = 1'-0"



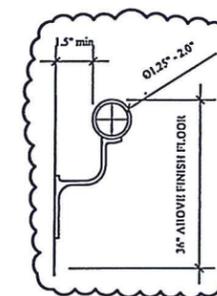
1 SECTION
SCALE: 1/4" = 1'-0"



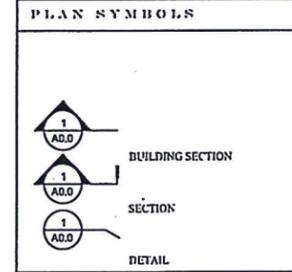
3 SECTION DETAIL
SCALE: 1" = 1'-0"



2 SECTION
SCALE: 1/4" = 1'-0"



4 HAND RAIL DTL.
SCALE: 3/4" = 1'-0"



CONRICE & ROSE INTERNATIONAL

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400 EAST ORCHARD ST.
ITASCA, ILLINOIS

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EXPIRES 30.NOV.16

James A. Gray
SIGNATURE

REVISIONS:
01-PLAN REVIEW 4/4/2016
02-STRUCTURAL REV. 5/2/2016

DATE:
21.MARCH.2016

JOB NUMBER:
216-03

SHEET TITLE:
DETAILS

SHEET NUMBER:

A1.2



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

Memorandum

TO: Village President Jeff Pruyn and
Itasca Board of Trustees

FROM: Nancy Hill, Community Development Director

DATE: July 14, 2016 for July 19, 2016 Village Board COW Meeting

RE: Contract with Zagster for Bike Sharing Program

Last year, Community Development staff approached the Village Board about initiating a bike sharing program. The Village Board expressed interest in this and directed staff to work towards such a program. Attached is a contract for service with Zagster to install 15 bikes in 3 locations throughout Itasca.

Since the last discussion on this subject, the Village Board approved the FY 2017 Budget which designates \$30,000 for a bike sharing program.

Staff has negotiated a two-year contract for \$27,000 per year for Zagster to provide 15 bikes at 3 locations, as well as 9 extra bike parking spaces (3 at each bike rack) to allow for bikes to be returned to different locations. The 3 tentative general locations are:

1. Hamilton Lakes / Westin Hotel
2. Spring Lake / Holiday Inn
3. Downtown / Metra Station

Once a contract is finalized, Zagster and Village staff will work together to designate exact installation locations.

A few minor details need to be worked out and the Village Attorney's office is currently reviewing the contract. Staff believes any issues can be resolved prior to the final approval at an August Village Board meeting.

Staff recommends approval of the proposed contract, upon review and approval of the Village Attorney.

Should you have any questions, please contact me at 630-228-5621 or via email at nhill@itasca.com.



Zagster, Inc
24 Thorndike Street
Cambridge, Massachusetts 02141
United States
844-ZAGSTER

ORDER for Village of Itasca, Illinois
Order: SO-0001048
Date: 6/28/2016
Prepared by: Michael Sheppard

Order

Company Information

Bill To:

Itasca, Illinois
550 W. Irving Park Road
Itasca, Illinois 60143
United States

Billing Contact: Nancy Hill

Billing Email: comdev@itasca.com

Billing Phone: (630) 773-5568

Payment Terms

Payment Terms: Net 30 Days

Billing Frequency: Annual

Product & One Time Fee Lines

Product & One Time Fee	Quantity	Unit Price	Total
Zagster Standard Adult Bike	15.00	\$0.00	\$0.00
Bike Parking Space (included with Bike)	15.00	\$0.00	\$0.00
Extra Bike Parking Space	9.00	\$0.00	\$0.00
Location Implementation/Setup Fee	3.00	\$0.00	\$0.00

Service Lines

Service	Date Start - Date End	Quantity	Term	Unit Price	Total
Theft Fee per Bike - Annual	9/7/2016 - 9/6/2018	15.00	2 Yr	\$0.00/Yr	\$0.00
Service Fee per Bike - Annual	9/7/2016 - 9/6/2018	15.00	2 Yr	\$1,800.00/Yr	\$54,000.00

Products and Services Total: \$54,000.00

Net Amount: \$54,000.00

Total Applied Payments: \$0.00

Balance Due Amount: \$27,000.00

Additional Terms

Location Implementation/Setup Fee

Company will pay to Zagster the nonrefundable product and one time fees in the amounts, if any, described above, within 30 days of the Order Date.

Service Fee per Bike - Annual

Company will pay to Zagster the nonrefundable recurring fees (the "Service Lines Fees") set forth above 30 days prior to estimated start date ("Date Start") set forth above. Service Lines Fees are due annually, up front and in advance. Zagster will not launch the bike share program until the Service Lines Fees are paid.

Company Name: Village of Itasca, Illinois

Zagster, Inc

Signature

Signature

Name (Please Print)

Name (Please Print)

Title

Title

Date

Date

All rights reserved. Copyright Zagster, Inc



ATTACHMENT 1
TO
ZAGSTER, INC. ORDER FORM
FOR
ITASCA, ILLINOIS

Master Services Agreement

This term (the “**Term**”) of this Master Services Agreement shall be as set forth in the Order Form between the parties dated as of the Effective Date (the “**Order Form**”).

Schedule A

Zagster Services and Fees

1. **Description of Zagster Service.** During the term of this Agreement, Zagster will provide to Company the following (collectively, the “Zagster Service”):
 - a. The Zagster Bicycles set forth in Section 5 below and the right for Users to access and use the Zagster Bicycles as described in Section 9 below.
 - b. A Site Survey to determine the Locations and Launch Date.
 - c. A license to use Zagster’s proprietary bicycle rental management software (the “Zagster Software”) and accompanying user information (the “Documentation”) pursuant to Section 7 below.
 - d. Routine maintenance on the Zagster Bicycles to address usual and customary wear and tear maintenance on the Zagster bicycles as described in more detail in Section 8 below. Company acknowledges that routine maintenance does not cover abuse, theft, vandalism, accident and/or similar issues while the bicycles are not in use by Users unless Company has elected to include such coverage and has paid the applicable fees set forth in Section 5 below.
 - e. Automated locks and bicycle racks to be used with the Zagster Bicycles, subject to payment of the one time fee described in Section 4 below.
 - f. Zagster marketing materials (the “Zagster Marketing Materials”).
 - g. Zagster customer services for Users as they are generally commercially available from time to time.

2. **Term of Agreement; Exclusivity.** The initial term of this Agreement will commence on the date as set in the Order Form and, unless terminated earlier in accordance herewith, will continue for a period of 12 months from the Launch Date. This Agreement will automatically renew for successive 12 month periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then-current term. During the term of this Agreement, Company agrees that Zagster shall be the only bicycle sharing and/or bicycle rental service promoted and used by Company. Unless otherwise mutually by the parties in writing, Zagster will not increase the fees payable hereunder for any renewal term.

3. **Launch Date; Site Survey.** Company acknowledges and agrees that Zagster may perform a survey of the site where Company desires that the Zagster Bicycles be installed. Zagster will perform this survey promptly after the Effective Date and the parties will mutually agree on the location of installation and the date the Zagster Service will be launched at that location. For purposes hereof, the “Launch Date” means the date on which the Zagster Service is fully implemented for Company at the first launch Location. The launch of the Zagster Service on the Launch Date is subject to both Zagster and the Company fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Zagster to launch the Zagster Service, including without limitation payment of the one-time fee set forth in Section 4 below. Promptly after the Launch Date, Zagster will provide Company with a Launch Notification Form, which will inform Company of the mutually agreed to initial installation Location and the Launch Date. Additional Locations or Bikes may be added from time to time by mutual written agreement of the parties).

[Remainder of page intentionally left blank]

4. **One Time Fees.** Company will pay to Zagster non-refundable one-time fees in the amounts described in the Order Form to set-up and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the Order Form. The Company will pay the one-time fees to Zagster on or before the Launch Date.
5. **Recurring Fees and Number of Zagster Bicycles.** During the Term, Zagster will provide the number of bicycles ("Zagster Bicycles") at the Locations set forth in the Launch Notification Form as set forth in the Order Form. The number of Zagster Bicycles may be increased, with a corresponding increase in the Recurring Fees to be paid by Company, by mutual written agreement of the parties. Recurring Fee payment terms are described in the Order Form. Provided, Zagster understands and agrees that future locations may be on the property of third parties not controlled by Company. Company will attempt to collect the fees required hereunder for such future locations and remit such fees to Zagster. However, Zagster agrees that Company shall not be responsible or liable for the payment of any fees associated with future locations on the property of third parties. In the event any third party fails to pay the fees required hereunder, Company will notify Zagster of such failure to pay and Zagster's sole remedy shall be to decline to install the Zagster Bicycles or to provide any other Zagster Service with respect to such third party (or to remove the Zagster Bicycles and terminate the Zagster Services with respect to such third party if the Zagster Bicycles and Zagster Services have previously been provided). Accordingly, Company acknowledges and agrees that Zagster will not launch such future locations unless and until Zagster has been paid in full for the applicable fees for such future locations.
6. **Marketing.** Zagster will provide to Company (a) a Zagster Account Manager and (b) the Zagster Marketing Materials to promote Zagster's bike sharing program. In addition, Zagster will provide the Company with Zagster's standard signage (the "Zagster Signage") at or adjacent to all Zagster locations at the locations set forth in the table above (the "Locations"). Prior to the Launch Date, Zagster will also provide the Company's marketing contact with training on the Zagster Service and the use of the Zagster Software. This training may be provided on site or online at Zagster's discretion.
7. **License Grant.** Subject to the terms and conditions of this Agreement and payment of the fees described herein, Zagster hereby grants Company a non-exclusive, non-transferable license in the United States for the term of this Agreement to access and use the Zagster Software as hosted by Zagster and the related Documentation solely for Company's management of the Zagster Bicycles at the Locations. Company may not redistribute or permit third parties to access or use the Zagster Software. Company agrees to maintain the security and confidentiality of the user names and passwords provided by Zagster to the Company in connection with Company's use of the Zagster Software. Except for the rights granted to Company in this Section, all right, title and interest in and to the Zagster Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively in Zagster. The license granted hereunder includes no rights in or to the source code versions of the Zagster Software or to the object code version of the Zagster Software, other than to the object code version as hosted by Zagster. Neither Company nor its employees shall attempt to reproduce, copy, disassemble, alter, decompile or otherwise reverse engineer or modify or create derivative works of the Zagster Software in any way. Neither Company nor its employees shall make access to the Zagster Software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.
8. **Maintenance Services.** Zagster will provide the following maintenance services (the costs of which will be included in the Recurring Fees as outlined in Section 5 above) with respect to the Zagster Bicycles (the "Maintenance Services"):
 - a. Zagster maintenance personnel will visit each of the Locations on a regular basis to inspect the Zagster Bicycles and perform the following maintenance services on the Zagster Bicycles: (i) replace worn tires, (ii) replace worn drive train components, (iii) clean and lube drive train components, and (iv) general cleaning.
 - b. Zagster will, at Zagster's sole option, either replace or fully refurbish the Zagster Bicycles as reasonably necessary, but no less frequently than every three years from the Launch Date.
9. **Zagster Membership**
 - a. Generally, Each person that has been authenticated by Zagster and is a Zagster member in good standing shall be eligible to use the Zagster Bicycles (a "User") at the usage rates set forth at www.zagster.com and subject to Zagster then current policies and procedures, including without limitation the terms and conditions of Zagster's member agreement. To become a Zagster member, a person shall complete Zagster's membership application and, if approved for membership by Zagster, shall enter into Zagster's member agreement in the form set forth at www.zagster.com. Zagster may revise the membership application and member agreement, as well as membership fees, from time to time at its sole discretion. Zagster owns all right, title and interest in and to any and all information and data submitted to Zagster by Users and prospective users. Company will have the right to set the usage fees charged to Users for use of the Zagster Bicycles and Zagster will publish such rates to Users. Notwithstanding the foregoing, if Company is a hotel, Zagster agrees that Company's guests may use the Zagster Bicycles as Users without becoming a Zagster member provided that Company requires the User to sign Zagster's standard liability waiver in the form provided by Zagster to Company from time to time (the "Waiver") and Company shall retain the originally signed Waivers for a period of at least six (6) years from the date of each use by a User.

- b. Payment of Membership and Usage Fees. Users shall be responsible for paying, via credit card, Zagster's annual membership fee, usage fees, and such additional fees and charges as set forth at www.Zagster.com, as adjusted from time to time in Zagster's sole discretion. All fees paid by Users will be processed by Zagster's third party credit card processor and Zagster will not receive, process, retain or maintain any credit card data. Zagster will share a portion of the usage fees actually collected from Users that use the Zagster Bicycles at the Locations with Company less usage fees which Zagster credits or reimburses the User (the "Net Usage Fees"). Within thirty (30) days from the end of each calendar quarter during the Term, Zagster will remit to Company 93% of the Net Usage Fees and a report summarizing the calculation of Net Usage Fees. Zagster may offset against the Net Usage Fees any and all other amounts, fees, or charges due from Company to Zagster hereunder.

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Schedule B

Company Obligations

1. **Generally.** During the term of the Agreement, Company will:
 - (a) Permit Zagster personnel to access each Location, at mutually agreed dates and times, to perform a site survey, take pictures of the Location, and otherwise review and inspect the Location with Company personnel to determine a mutually agreed to area at each Location to install the Zagster Signage, Zagster Bicycles and Zagster bicycle racks.
 - (b) Provide the required square footage in a mutually agreed to area at each Location to enable Zagster to install the Zagster bicycle racks and Zagster Bicycles and provide the necessary additional space for any mutually agreed to increase in the number of Zagster Bicycles. In addition, Company agrees to receive shipments of the Zagster Bicycles and related materials and will store the Zagster Bicycles and related materials in a secure location until Zagster personnel arrive to install same. Company shall permit Zagster to dispose of shipping materials at the Locations and provide access to Company's trash facilities in connection with same.
 - (c) Permit Zagster personnel to access each Location, at a mutually agreed to date and time, to set-up and install the Zagster Bicycles and Zagster Signage at the Locations, including installation of appropriate bicycle racks to be provided by Zagster, and to take pictures of the Zagster Bicycles as installed at each Location. Only upon its prior written authorization (which shall not be unreasonably withheld) will Company agree to allow Zagster to use the pictures for marketing Zagster Services.
 - (d) Permit Zagster personnel to access the Locations during normal business hours Monday--Friday, or as may be otherwise required, to provide Maintenance Services. Company will provide Zagster with an appropriate number of parking passes to be provided to Zagster personnel to enable Zagster personnel to access the Locations without charge.
 - (e) Keep all Locations where Zagster Bikes are stored clean and debris--free in substantially similar condition to the condition as of the Launch Date, and comply with Zagster's then standard requirements for the Zagster Service.
2. **Marketing.**
 - (a) *Information.* Following the Effective Date, Company will provide to Zagster the information and materials required to implement the Zagster Service at the Company's Locations.
 - (b) *Marketing Contact.* Company will assign and maintain an appropriate Company contact who will (i) have responsibility for all interactions with Zagster regarding matters covered by this Agreement, (ii) be reasonably accessible to Zagster during normal business hours, and (iii) use the Zagster Marketing Materials to promote the availability of Zagster Bicycles and/or work with Zagster to create relevant materials. Company acknowledges and agrees that the success of the program will depend on the level of marketing support provided by the Company. The marketing contact will be responsible for training Company's employees with respect to the Zagster Service and the Zagster Software
 - (c) *Marketing Obligations.* Company's marketing contact will coordinate marketing opportunities with Zagster and will assist Zagster in marketing the Zagster Service to Users and prospective users. The Company may use the Marketing Materials for the sole purpose of marketing the Zagster Service to Users and prospective users. Further, if Company desires to create custom email communications or other marketing materials, Company may do so subject to Zagster's prior review and approval, which will not be unreasonably withheld or delayed. Zagster may provide any approvals required under this section via email. Zagster shall not distribute or publish any Marketing Materials contemplated under this Agreement, or otherwise make any public statements in any social forum or medium relating to this Agreement or referencing this arrangement with the Company without the prior written consent of the Company (which shall not be unreasonably withheld).
 - (d) *Zagster Marketing Rights.* Company, at its sole discretion, will provide Zagster with a list of Company's prospective users of the Zagster Bicycles, which list shall include name, e-mail address, and other mutually agreed to information (the "Marketing List"). Company hereby agrees that Zagster may use such Marketing List to send marketing information and materials about Zagster and the Zagster Bicycles available at the Locations, provided, that Zagster receives prior written approval of the proposed marketing information from Company (which shall not be unreasonably withheld) and that Zagster provides the recipients with the ability to opt-out of receiving future communications.

3. Zagster Bicycles.

- (a) Company will use reasonable efforts to report any maintenance issues relating to Zagster Bikes or the Zagster Bike Racks or facility on Company premises. Such reasonable efforts by the Company will be construed only to mean a general visual inspection to look for flat tires, obvious and material cosmetic defects to the bicycles and/or racks, and graffiti. Zagster will respond to all maintenance issues reported by Company as soon as commercially practicable.
- (b) At Zagster's request, unless Company has elected Damage Coverage, Company shall reimburse Zagster for the costs, including costs of labor, to replace and/or repair Zagster Bicycles (only if it is apparent that such Bicycles are vandalized, stolen or damaged while not in use by a User but not for normal or expected wear and tear due to routine usage nor for damage, vandalism, or Zagster Bicycles stolen while in use by a user), Zagster automated locks, and/or Zagster bicycle racks that have been vandalized, stolen, and/or damaged by accident or misuse or abuse. Zagster shall invoice Company for such costs on a regular basis and shall accompany the invoice with supporting documentation. Company shall pay such invoices within thirty (30) days of receipt.
- (c) Company will use its commercially reasonable best efforts to promptly remove all non--Zagster bicycles from the Zagster bicycle racks at the Locations.

[Remainder of page intentionally left blank]

Schedule C

Terms and Conditions

1. **Services; Relationship of the Parties.** Subject to the terms and conditions of this Agreement, Zagster will provide the Zagster Service set forth in Schedule A and Company will perform the obligations set forth on Schedule B. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.
2. **Payment Terms.** Other than the One Time Fees, which shall be due and payable in accordance with Schedule A, all fees payable hereunder are due within 30 days from the date of Zagster's invoice. If Company fails to pay an invoice in a timely manner, Zagster will give Company written notice. If Company fails to make payment within 10 business days of Zagster's notice, then (a) Zagster will have the right to enter Company's property after Zagster notifies Company of its intention to remove its equipment during normal business hours and remove the Zagster Bicycles and Zagster bicycle racks, signage and any other Zagster materials, and Company will be liable for all fees, costs, and expenses actually incurred by Zagster in connection with such removal, and (b) interest will accrue on all amounts due from the original date due to the date paid, at the lesser of 12% per year or the highest rate permitted by applicable law. Company will pay all taxes or other governmental charges (including import duties) levied in connection with the Services.
3. **Insurance.** During the term of this Agreement, Zagster will maintain appropriate business and liability insurance protection covering its activities hereunder.
4. **Publicity.** Zagster may release a press release announcing the parties' relationship hereunder with the prior consent of Company, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval. Company must first expressly approve in writing any and all proposed uses of the Company' name, logos, trademarks and service marks (i) to, create marketing and advertising materials for Company to use to promote the Service to its employees and (ii) on Zagster's customer list which will be displayed on Zagster's website and in other publications. Each party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of all right, title and interest in and to its Marks and the goodwill associated therewith. Upon termination of this Agreement, such use of the other party's Marks shall immediately cease.
5. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZAGSTER MAKES NO WARRANTIES WITH RESPECT TO THE ZAGSTER SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE ZAGSTER SERVICE WILL MEET COMPANY'S REQUIREMENTS.
6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO COMPANY'S PAYMENT OBLIGATIONS AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE FEES PAID AND PAYABLE FOR THE ZAGSTER SERVICE THAT IS THE SUBJECT OF THE CLAIM. COMPANY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THE FEES PAID BY COMPANY. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
7. **Confidentiality; Suggestions.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Zagster acknowledges that Company's prospective user lists (if applicable) are proprietary to Company and Zagster will not use them, other than to provide Zagster Service hereunder, without Company's permission. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Company hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 7 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.

Company may, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Zagster with respect to the Zagster Service (collectively, "Suggestions"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by Company shall not, absent a signed, written agreement with Zagster, create an obligation of confidentiality for Zagster. Company agrees that it shall not give any Suggestion that is subject to license terms or restrictions that seek to require any Zagster technology, service, product or documentation incorporating or derived from such Suggestion, or any Zagster intellectual property, to be licensed or otherwise shared with Company or any third party. Furthermore, Company hereby assigns all right, title and interest in and to Suggestions to Zagster including without limitation all intellectual property rights therein, and will take any and all actions reasonably requested by Zagster to effect such assignment.

8. Termination.

- a. Company shall have a one-time right to terminate this Agreement, with such termination to be effective on the 60th day following the Effective Date, by providing written notice to Zagster at least ten (10) days prior to such 60th day. If Company does not exercise the foregoing right in accordance with the foregoing sentence, Company will have no further right to terminate this Agreement other than in accordance with Section 8(b) below. Should Company exercise its right to terminate the Agreement by the 60th day following the Effective Date, Company shall be liable only for the One Time Fees and for the Recurring Fees for the number of months Company has subscribed to the Zagster Service (plus any number of days beyond the last full month the Agreement is in effect on a pro-rated basis).
- b. If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible to give notice, then upon such written notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. In addition, if Company has entered into this Agreement in its capacity as a multi-family property owner or management company, Company may terminate this Agreement with written notice to Zagster terminating this Agreement within 30 days of the consummation of a change of control of Company which results in the assignment of this Agreement to Company's successor.
- c. No termination for cause will be deemed a waiver of any claim for damages by the terminating party.
- d. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. The payment and fee provisions of Schedule A shall survive any termination or expiration of this Agreement with respect to any unpaid fees due and owing hereunder. Sections 5, 6, 7, 8, and 9 of this Schedule C shall survive any termination or expiration of this Agreement.

9. **Miscellaneous.** Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. This Agreement, including all of the Schedules hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement unless mutually agreed in writing by the parties. This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Boston, Suffolk County, Massachusetts, and consent to the exclusive jurisdiction of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.

10. **Indemnification.** Notwithstanding any limitations on liability that have been previously stated, Zagster agrees to defend, indemnify and hold harmless Company, Company's affiliates, its officers, directors, shareholders, members, employees or agents from any and all third party claims asserted against Company by a third party ("Third Party Claims") alleging (i) the gross negligence or willful misconduct of Zagster or its employees in the performance of the services hereunder (ii) infringement by the Zagster Software or Zagster trademarks of the third party's intellectual property rights; and Zagster shall pay all damages awarded by a court of competent jurisdiction or agreed to in settlement with respect to such Third Party Claims; provided, that (i) Company shall provide

Zagster with written notice promptly upon learning of any Third Party Claims or complaints that may reasonably result in the indemnification of Company, provided, however, that failure by Company to provide notice to Zagster shall not relieve Zagster of its obligations under this Section unless such failure prejudices Zagster's defense or settlement of the Third Party Claim; (ii) Company will permit Zagster to control the defense and settlement of the Third Party Claim, provided Zagster may not settle the Third Party Claim in a manner adverse to Company or which would impose liability on Company without Company's prior written consent (which will not be unreasonably withheld or delayed); and (iii) Company will provide Zagster with assistance in the defense and settlement of the Third Party Claim at Zagster's expense. Company may (at its own cost) engage its own counsel to participate in the defense and settlement of the Third Party Claim.

RESOLUTION NO. 884 -16

**A RESOLUTION REVISING SECTION 3 OF
THE VILLAGE OF ITASCA PERSONNEL MANUAL**

WHEREAS, the Village of Itasca (herein after “Village”) currently has a Personnel Manual, last updated in April 2016; and

WHEREAS, the Village now wishes to make the following changes to Section 3, Benefits and Approved Absences to the Personnel Manual:

BCBS HMO (page 39)

Language was updated to include the HMO medical plan option offered by the Village through IPBC. The language differentiates between the PPO and HMO plans, in terms of deductibles, premium amounts, out of pockets, and copays.

SICK LEAVE BUYBACK (page 37)

For those employees who have accrued in excess of sixty (60) sick leave days, sick leave may be requested for pay out before November 15th of the current year, with the actual payout on the first full pay period in December once approved by the Village. However, for those hired AFTER January 1, 2004, this buyback will be the only buyback available. Therefore, for employees hired AFTER January 1, 2004 once the annual buyback has occurred, if their remaining sick leave exceeds 60 days, they will have their sick leave banks adjusted to sixty (60) days without compensation.

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 and adopt the above revisions to Section 3, Benefits and Approved Absences to the Village of Itasca Personnel Manual.

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 and approval.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

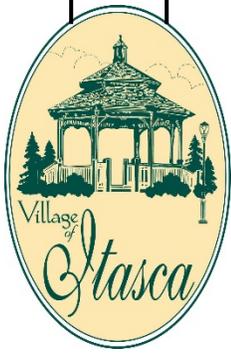
APPROVED and ADOPTED by the Village President and Board of Trustees of the
Village of Itasca this ____ day of July, 2016.

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: July 13, 2016
SUBJECT: Personnel Manual Update

Two updates have been added to Itasca's Personnel Manual for 2016, since your last review. First, language on HMO as a medical option has been added under Health Insurance. Second, there has been a change in language for the 60 hours max under Sick Leave Buyback.

The Sick Leave Buyback correction was brought to the Village's attention during union negotiations when discussions regarding language interpretation was being questioned. Employees earn 12 sick days (one (1) day per month) beginning in January of each year, and if unused, a long-term employee could have accumulated unused sick leave of seventy-two (72) days at the end of the calendar year. The Village is clarifying the language in the personnel manual to state that at the end of the calendar year, the intent of the sick leave buyback is to bring employees back to sixty (60) days of sick leave accrual.

Each section below summarizes the changes made to the latest version of the Personnel Manual.

BCBS HMO (page 39)

Language was updated to include the HMO medical plan option offered by the Village through IPBC. The language differentiates between the PPO and HMO plans, in terms of deductibles, premium amounts, out of pockets, and copays.

SICK LEAVE BUYBACK (page 37)

For those employees who have accrued in excess of sixty (60) sick leave days, sick leave may be requested for pay out before November 15th of the current year, with the actual payout on the first full pay period in December once approved by the Village. However, for those hired AFTER January 1, 2004, this buyback will be the only buyback available. Therefore, for employees hired AFTER January 1, 2004 once the annual buyback has occurred, if their remaining sick leave exceeds 60 days, they will have their sick leave banks adjusted to sixty (60) days without compensation.

If you have any questions regarding the changes made, please contact me at (630) 228-5629.

with the supervisor or their designee. E-mails, texts, and voice mail messages are not considered appropriate contact vehicles for calling in sick unless permitted by the Department Head. Family members may only call in the event of an extreme situation. Employees should also be in contact with their supervisor on each additional day of absence.

9. If an employee is absent for three or more consecutive days due to illness or injury, the Village may request a physician's statement verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.
10. The Village reserves the right, at any time, to require employees to submit to medical examinations by medical professionals selected by the Village to determine an employee's mental and physical fitness to perform their duties, to verify claims of illness or injury, or to determine an employee's fitness to return to work.

Advancing Sick Leave

In addition to the sick leave already accumulated, an employee may receive, with pay, if he/she has more than one (1) year of continuous service with the Village, and the employee's record so warrants, an extension of sick leave, not to exceed ten (10) days. The Supervisor must recommend such an extension to the Village Administrator for final determination.

Accrual of Sick Leave

Employees hired prior to January 1, 2004 are entitled to accrued sick leave when they separate from the Village for retirement, or when proper notice has been given. Employees hired after December 31, 2003 or any employees discharged for just cause are not eligible to receive compensation for any accrued sick leave.

Sick leave shall accrue up to a maximum of 72 days and shall be paid in a single payment to an employee, if hired prior to January 1, 2004, within thirty (30) days following termination of service, given a minimum of two (2) weeks' notice for any reason except discharge for just cause.

Employees hired prior to January 1, 2004, who terminate services given a minimum of two (2) weeks' notice, for any reason except discharge for just cause, will receive one hundred percent (100%) pay for accrued sick leave up to a maximum of sixty (60) days and fifty percent (50%) for accrued sick leave in excess of sixty (60) days.

The maximum accumulation of unused sick leave, regardless of the date of hire, is seventy-two (72) days. Each December 1, any employee hired prior to January 1, 2004, with an excess of sixty (60) days unused sick leave will be compensated during the month of December for sick leave in excess of sixty (60) days at the rate of fifty percent (50%). Compensation will be provided at an employee's hourly rate of pay in effect at the time of buy back.

Sick Leave Buyback

The Village agrees to buy back sick leave regardless of date of hire on an annual basis for those employees who have accrued in excess of sixty (60) sick leave days, at the following rate:

Annual Sick Leave Used	Straight Time Buyback
0 – 24 hours	16 hours
More than 24 – 48 hours	8 hours
More than 48 hours	0 hours

Sick leave buyback will occur on the first full pay period in December. Employees who wish to take part in the buyback must notify the Village no later than November 15th of the current calendar year. This buy back occurs prior to the annual buy back of sick leave for those employees hired prior to January 1, 2004 who have accrued in excess of sixty (60) sick leave days. For those employees hired after January 1, 2004 and who have accrued in excess of sixty (60) days, this annual buyback shall be the only buyback available. After this section is applied, employees hired after January 1, 2004 who still have in excess of sixty (60) days, shall have their available days reduced to sixty (60) without compensation.

Note: Employees who are ill or unable to work may qualify for unpaid Family Medical Leave (FMLA) or Short-term Disability. See Human Resources for more information regarding this.

Special Note: In situations of planned or unplanned absence due to illness or injury a "Fitness for Duty" certification from the employee's physician may be required before the employee can return to work.

holiday; or when the holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday. Employees assigned to a twenty-four (24) hour shift operation shall receive eight (8) hours of holiday pay at their straight-time hourly rate only when they work on the actual holiday or if the actual holiday is their regularly scheduled day off.

In order to be eligible for holiday pay, an employee must work his/her last full scheduled working day preceding and the first full scheduled working day immediately following the day observed as a holiday unless the employee's total absence from work is excused by his/her Department Head and is chargeable to authorized paid leave. Authorized paid leave shall include, personal days, vacation days, compensatory time, worker's compensation of less than six (6) months, or approved sick leave. Employees, who are off work because of an illness, but have insufficient sick time to cover the illnesses, who are suspended, who are on disability, who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

Health Insurance

The Village maintains medical coverage for all full-time regular employees and eligible dependents, subject to the provisions outlined in the plan document. The Village's ~~current offers health insurance plan is two medical plans:~~ a Preferred Provider Option (PPO) with a Health Reimbursement Arrangement (HRA) and a Health Maintenance Organization (HMO) plan. Employees who choose the PPO plan are responsible for a portion of the deductible and monthly premium. The remainder of out of pocket expenses are reimbursed through the Health Reimbursement Arrangement (HRA) provided that the claims are eligible and services are provided in-network. Employees who choose the HMO plan are responsible for a portion of the monthly premium as well as any copays associated with the plan.

The Village also maintains dental care benefits for all full-time, regular employees and eligible dependents subject to the provisions of the plan document.

Full-time employees are enrolled in the Village's term life and accidental death and dismemberment insurance which is provided by the Village.

The Village reserves the right to make changes to benefit plans as needed.