1. Call to Order; Roll Call
2. Pledge of Allegiance
3. Audience Participation
4. Presentation of Meeting Minutes
   a. Committee of the Whole – February 18, 2020

Documents:

20200218 COW MTG MINUTES.PDF

5. President’s Comments
6. Community Development Committee
   Chair Trustee Latoria; Co-Chair Trustee Gavanes

7. Capital & Infrastructure Committee
   Chair Trustee Aiani; Co-Chair Trustee Latoria
   a. Update on Elm Street Storm Sewer

8. Finance & Operations Committee
   Chair Trustee Madaras; Co-Chair Trustee Linsner
   a. Discussion and possible action regarding an Amendment
to the Memorandum of Understanding Between the Illinois Saint Andrew Society and the Village of Itasca (Scottish Festival and Highland Games)

Documents:

FIN A - MOU W. ILLINOIS SAINT ANDREW SOCIETY.PDF

9. Intergovernmental Committee
   Chair - Trustee Leahy; Co-Chair Trustee Aiani

10. Department Head Reports

11. Village Administrator Report

12. Closed Session

13. Adjournment
1. **Call to Order**

Mayor Pruyn called to order the Committee of the Whole Regular Meeting at 7:10 p.m.

PRESENT: Mayor Jeff Pruyn, Trustee Dino Gavanes, Trustee Ellen Leahy, Trustee Jeff Aiani, Trustee Frank Madaras, Trustee Mike Latoria.

ABSENT: Trustee Kathy Linsner.


2. **Pledge of Allegiance**

Recited at the preceding Village Board Meeting.

3. **Audience Participation**

No Audience Participation.

4. **Meeting Minutes**

   a. **Committee of the Whole Meeting Minutes – February 4, 2020**

   Trustee Leahy moved to approve the Committee of the Whole Meeting Minutes of February 4, 2020. Trustee Latoria seconded. **Motion carried by unanimous voice vote.**

5. **President’s Comments**

Mayor Pruyn had no comments.

6. **Community Development Committee Report**

   Chair: Trustee Latoria, Co-Chair: Trustee Gavanes

   a. **2020 Zoning Map – Review and Approval**

   Trustee Latoria moved to recommend approval of updates to the Zoning Map. Addresses added were for Highland Gate Townhomes, Pierce Place Town Homes, 222-248 Spring Lake Drive, Raging Wire, Florina Elm and George Streets Subdivisions, Hofstetter Subdivision, Bridge Development, and 1133 North Prospect Avenue. The 1101-1137 North Prospect Avenue addresses were eliminated and the Options Care/Walgreen’s address was corrected. Trustee Gavanes seconded. **Motion carried by unanimous voice vote.**
Committee of the Whole Regular Meeting  
February 18, 2020 
Page 2

7. Capital and Infrastructure Committee Report  
Chair: Trustee Aiani, Co-Chair: Trustee Latoria

a. 2020 Rohlwing Road Watermain Lining Project – Design and Construction  
Trustee Aiani moved to recommend approval of Task Order 20-RO312 from Robinson Engineering for the cost of design and construction engineering services in the amount of $31,976.00 for the 2020 Rohlwing Road Watermain Lining Project. Trustee Leahy seconded. Motion carried by unanimous voice vote.

Trustee Aiani called for a Closed Session for the discussion of pending litigation. Trustee Latoria seconded. Motion carried by unanimous voice vote.

8. Finance and Operations Committee Report  
Chair: Trustee Madaras, Co-Chair: Trustee Linsner

a. Oktoberfest 2020 – Production Proposals  
Trustee Madaras moved to recommend approval of the Oktoberfest 2020 production proposals from KCM Productions in the amount of $7,000.00 for lighting and sound equipment and $4,900.00 for entertainment. Trustee Gavanes seconded. Motion carried by unanimous voice vote.

9. Intergovernmental Committee Report  
Chair: Trustee Leahy, Co-Chair: Trustee Aiani  
Trustee Leahy had no report.

10. Department Head Reports

Police Department  
Safety Director O’Connor reported the President of the Illinois Association of Police Chiefs (ILAPC) will present the Police Department’s reaccreditation at the Tuesday, March 17, 2020 Village Board of Trustees Meeting; and two Patrol Officers delivered a healthy baby at a residence the morning of Sunday, February 9, 2020.

Community Development Department  
Community Development Director Malik Jarmusz reported the Zoning Ordinance revision to change the Dynamic Sign message rotation from 60 seconds to 15 seconds is proceeding to the Plan Commission Meeting for review and approval.

Engineering Services  
Village Engineer Wesolowski reported plans for the Elm Street Storm Sewer were reviewed with Public Works and bids will go out at the end of February 2020.

Public Works Department  
Public Works Director Hitchcock reported a lane closure on Pierce Road while Raging Wire installs a permanent traffic signal to replace the temporary signal; and the lawn mowing service contract ended and is being rebid.

Village Attorney  
Village Attorney Hervas had no report.

Village Clerk  
Village Clerk Conidi had no report.
11. **Village Administrator Report**

Village Administrator Ergo reported NTT Corporation purchased a controlling interest in Raging Wire in 2018 and Raging Wire is being dissolved and rebranded as an NTT company. Community Development Director Malik Jarmusz reported NTT reviewed elevation plans but there will be no changes to the plans requiring Plan Commission review or approval.

Village Administrator Ergo reported staff will be voting on whether to investigate other 457 proposals and if approved by staff proposals will be requested from area financial service companies.

Mayor Pruyn called for a recess at 7:52 p.m.

12. **Closed Session**

Mayor Pruyn called to order the Closed Session at 7:55 p.m.

Mayor Pruyn adjourned the Closed Session at 8:36 p.m.

Mayor Pruyn reconvened the meeting at 8:36 p.m.

13. **Adjournment**

Trustee Leahy moved to adjourn the Committee of the Whole Regular Meeting at 8:36 p.m. Trustee Gavanes seconded. Motion carried by unanimous voice vote.

Submitted this 18th day of February 2020.

______________________________
Jody A. Conidi, Village Clerk
MEMORANDUM

TO: Mayor Pruyn and Village Trustees
FROM: Carie Anne Ergo, Village Administrator
DATE: February 27, 2020
SUBJECT: Amendment to the Memorandum of Understanding Between the Illinois Saint Andrew Society and the Village of Itasca (Scottish Festival and Highland Games)

Introduction
The Illinois Saint Andrew Society has indicated its desire to extend its Memorandum of Understanding with the Village of Itasca in order to host the Highland Games at Hamilton Lakes on June 19-20, 2020.

Discussion
Originally signed on January 12, 2015 for a three-year period and extended in 2018 and 2019 for one year each, the Memorandum of Understanding outlines a basic agreement between the Village and Illinois Saint Andrew Society regarding responsibilities before, during, and after the festival. The original agreement is attached for your reference.

Financial Considerations
The Highland Games sponsors the largest bagpiping competition in the United States - drawing teams from throughout North America. The teams fill local hotels, plus eat and drink at local eateries. As such, any financial costs to the Village are reimbursed through the Village’s Hotel Tax Fund.

Staff Recommendation
Staff recommends the Board extend the Memorandum of Understanding for an additional year. Should the Board concur, the Amendment will be drafted and presented for approval at the Village Board meeting on March 17, 2020.

Attachments
- Memorandum of Understanding 2015
- Amendment to Memorandum of Understanding
MEMORANDUM OF UNDERSTANDING BETWEEN
THE ILLINOIS SAINT ANDREW SOCIETY, NORTH RIVERSIDE, ILLINOIS AND
THE VILLAGE OF ITASCA, ITASCA, ILLINOIS

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “Memorandum”) entered into as of this 12th day of January, 2015, by and between The Illinois Saint Andrew Society, an Illinois not-for-profit corporation (hereinafter referred to as the “Society”) with its principal office at 2800 Des Plaines Avenue, North Riverside, Illinois 60546 and The Village of Itasca, a municipal corporation (hereinafter referred to as “Itasca”) with its principal offices located at 550 W. Irving Park Road, Itasca, Illinois 60143.

Whereas, Itasca, desires to become a sponsor, inviting the Society to promote Itasca by continuing a unique summer event, known as the Illinois Saint Andrew Society Scottish Festival & Highland Games, to the Village of Itasca annual calendar of events to raise visibility and public awareness of Itasca; and:

Whereas, Itasca, desires to enter into a multi-year agreement, with the goal of continuing a long-term partnership between both Itasca and the Society; and:

Whereas, Itasca desires to provide services to the Society in connection with the festival; and:

Whereas, the Society desires to sponsor and conduct an event, currently scheduled to occur no earlier than the third week of June, in the years 2015, 2016, and 2017, subject to village approval which will not be unreasonably withheld, and a contract with the land owners with the Illinois Saint Andrew Society Annual Scottish Festival & Highland Games (hereinafter referred to as the “festival”); and:

Whereas, the Society will guarantee that the proceeds from the festival, the largest Scottish-American event in Illinois, will support the charitable mission of the Society and the Scottish Home. The Illinois Saint Andrew Society nourishes the Scottish identity through service, fellowship and celebration of Scottish culture. Established in 1845, the Illinois Saint Andrew Society is the oldest 501c3 charity in Illinois. Today the Society has grown into the largest Scottish cultural organization in North America. As well as organizing and funding initiatives to preserve Scottish traditions and promote Scottish culture, the Society offers a wide range of elder care services at the Scottish Home. The Illinois Saint Andrew Society welcomes everyone who is Scottish by birth, by heritage or simply by inclination; and:

Whereas, the Society desires to engage the services of Itasca in connection with the festival, and:

Whereas, the Society and Itasca have agreed to enter into this agreement on the terms and conditions hereinafter set forth; and:

Now, therefore, the Society and Itasca, intending to be legally bound hereby, agree as follows:

Hours—the festival shall be held between the hours of 4:00 pm and 10:00 pm on the Friday and 8:00 am and 9:00 pm on Saturday. The Society will begin set-up from Wednesday continuing through teardown on Monday. The hours of the event over this three (3) year period may change only by agreement of the parties, including the
property owner, Hamilton Partners. In 2015 the dates of the festival shall be June 19 and 20 with set up on the preceding Wednesday, in 2016 the dates of the festival shall be June 17 and 18 with set up on the preceding Wednesday and in 2017 the dates of the festival shall be June 16 and 17 a with set up on the preceding Wednesday.

Police—Itasca agrees to provide limited police protection with onsite security and patrol at no charge sufficient to provide the safety and security of the patrons along with the collection and securitization of the proceeds of the event. The coverage levels provided will be discussed and mutually agreed upon during the annual planning process and will be coordinated through the Police Department Incident Management Plan.

Overnight Security—The Society shall be responsible for providing their own or contracting for overnight security of the grounds at their discretion for the duration of the event.

Reporting—The Society is responsible for making an annual report to the Itasca Village Board no later than the last Tuesday of August that provides detailed information on the following: Itasca businesses contacted to be vendors, suppliers or entertainment, the names of Itasca businesses contracted in any capacity, an account of the number of room nights booked in Itasca hotels, and a general accounting of the event along with any pertinent economic data.

Permits—Itasca will instruct Society on what permits and licenses are necessary (liquor, raffle, food concessionaire) and agrees to waive any associated permit fees of Village permits. This does not include permits or permit fees required by other agencies.

Insurance—The Society shall provide a certificate of insurance that names the Village of Itasca as an additional insured in an amount not less than $1,000,000.

Vendor Area—The parking lot located at 333 Pierce Road has been approved by Hamilton Partners for use by vendors (retail and food concessionaires) and clans. Subject to approval by Hamilton Partners, Itasca agrees that Pierce Road from Windsor Drive to Ketter Drive will shut down on Friday at 8:00 am for vendors and clans to enter and set-up booth space on Pierce Road.

Equipment/Public Works—Itasca agrees to provide Village employee(s), as necessary, to assist with the set up of barricades and road closures, lining of fields, to provide garbage cans and liners, provide for water service hook-up and removal and one (1) onsite person during festival hours to deal with emergencies.

The Society shall provide the Village a 10’x10’ tent and electricity for Village promotional purposes at the festival.

Liquor—Itasca agrees that the Society will retain 100% of proceeds from the sale of beer, wine and whisky in designated locations provided that a special event liquor license from the Village of Itasca Liquor Commissioner is applied for and approved with the requirements of the special event liquor license including the requirement that the licensee carries Liquor Liability Insurance in the amount of $1,000,000 and names the Village of Itasca as additionally insured is fully met. The Society will comply with all applicable Basset training and other laws as they apply.
Advertising—Following the Society’s approval of event related data, Itasca will post information about the festival on the Itasca website, electronic message board and include in newsletters. Itasca agrees that the Society will be permitted to place the Village of Itasca name in Society advertising, to hang signs and banners announcing the festival in the Village of Itasca per an approved plan submitted to the Community Development Department.

Contacts—Itasca will provide Society with contacts of businesses and organizations that may assist the Society.

Meetings—Coordination meetings shall be scheduled several months leading up to the event and weekly in the last thirty (30) days leading up to the event. The Village agrees to provide meeting space, from time to time, as available to the Society for planning, volunteers meeting and training.

Discounts—The Society shall provide to the Village residents a discount off the price of admission equal to the discount offered to the members of the Society. In addition, no less than two weeks prior to the event the Society shall provide sixty (60) VIP passes/parking and admissions tickets sufficient for Village Officials and special guests. Requests for additional passes should not be unreasonably withheld.

Negotiated Agreement. This Memorandum was fully negotiated between the parties. Accordingly, any ambiguities that might be contained herein shall not be construed against either of the parties hereto as the drafter of this Agreement.

Choice of Law. This Memorandum, made and entered into in the State of Illinois, shall be governed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of laws provision.

Termination. This memorandum may be terminated by either party by giving six (6) months’ written notice to the other party.

Binding Effect. This Memorandum shall be binding upon and inure to the benefit of both parties hereto, and each of their respective corporate parents, subsidiaries, affiliates, estates, heirs, executors, successors, and assigns.

Notices. In writing to the mailing addresses listed above or via email to:

The Scottish Home of the Illinois Saint Andrew Society
2800 Des Plaines Avenue
North Riverside, IL 60546
Gus Noble, Society President, gusnoble@chicagoscots.org or 708-426-7137

Village of Itasca:
550 W. Irving Park Road
Itasca, IL 60143
Evan Teich, Village of Itasca Administrator
administrator@itasca.com or 630-773-0835
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be EXECUTED by placing their signatures hereon this 12th day of January, 2015.

ILLINOIS SAINT ANDREW SOCIETY
A non-profit organization

VILLAGE OF ITASCA
A municipal corporation

Gus Noble
President
12th January 2015

12/196/14-et

Melody J. Craven
Village Clerk
AMENDMENT TO MEMORANDUM OF UNDERSTANDING DATED JANUARY 12, 2015

This AMENDMENT made as of February 26, 2020, adjusts certain terms and conditions of the MEMORANDUM made as of January 12, 2015 between The Illinois Saint Andrew Society, dba Chicago Scots, an Illinois not-for-profit corporation (“Society”) and The Village of Itasca, a municipal corporation (“Itasca”).

ONLY the terms and conditions specified herein are changed ALL other terms and conditions remain in full force and effect.

WITNESSETH:

Whereas the Village and the Society wish to extend the MEMORANDUM between them for a further year and;

In consideration of the mutual covenants and agreements contained in the Memorandum dated January 12, 2015, as amended herein; it is hereby agreed by the parties as follows:

Hours - In 2020, the dates of the festival shall be Friday June 19 and Saturday June 20. The festival shall be held between the hours of 1:00 pm and 10:00 pm on the Friday and between 7:00 am and 10:00 pm on the Saturday. The Society will begin setup on the preceding Monday continuing through teardown on the following Monday.

Discount - The second sentence of the paragraph headed Discounts shall be deleted and replaced by the following: No less than two weeks before the event Itasca will provide the Society a list of individuals (Village Officials and Special Guests) it wishes to be provided with VIP passes (not to exceed 20 passes). In addition, requests for regular admission tickets and parking passes will not be unreasonably withheld

Overnight Security – this entire section shall be deleted and replaced by the following: Itasca will provide overnight security of the grounds.

Notices - Notices to the Village will be addressed to Carie Anne Ergo, Village Administrator

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and affixed their respective seals, the day and year first above written.

Village Clerk

The Illinois Saint Andrew Society
A not for profit corporation
By: President

Village of Itasca
A municipal corporation
By: Village President

By: Village Clerk