

Village of Itasca

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

Committee of the Whole Meeting Agenda

April 19, 2016

(Immediately following Village Board Meeting)

(Upstairs Board Room)

President: Jeffery J. Pruyne

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 April 5th, 2016.

Documents: [20160405 COW MTG MINUTES.PDF](#)

5. President's Comments

6. Community Development Committee

Trustee Latoria, Chairperson

- a. Discussion and possible action concerning a variation from the Building Code relating to the elevator at 100 N. Walnut Street (Old Village Hall).

Documents: [RELIEF FROM ELEVATOR SAFETY CODE 100 N WALNUT ST1.PDF](#)

- b. Discussion and possible action concerning a Request for Approval from 100 S. Walnut Street (Itasca Tap House).

Documents: [ITASCA TAP HOUSE REQUEST FOR APPROVAL12.PDF](#), [ITASCA TAP HOUSE BACKUP2.PDF](#)

7. Administration Committee

Trustee Santorsola, Chairperson

8. Environmental Committee

Trustee Leahy, Chairperson

9. Finance Committee

Trustee Hower, Chairperson

- a. Discussion concerning agreement from Itasca Bank for remote deposit technology.

Documents: [MEMO - REMOTE DEPOSIT.PDF](#), [VILLAGE OF ITASCA CLICK AGREEMENT1.PDF](#)

10. Public Safety Committee
Trustee Madaras, Chairperson
11. Public Works/Infrastructure Committee
Trustee Aiani, Chairperson
 - a. Presentation of Elgin O'Hare Construction Updates from Robinson Engineering (Al Steffan)
12. Department Head Reports
13. Executive Session
14. Adjournment

Evan Teich, Village Administrator

Melody J. Craven, Village Clerk

VILLAGE OF ITASCA COMMITTEE OF THE WHOLE MEETING MINUTES

April 5, 2016 – Immediately Following Village Board Meeting

- Call to Order:** Mayor Jeff Pruyn called the meeting to order at 8:11PM.
- Roll Call:** Present: Trustees – Marty Hower, Jeff Aiani, Mike Latoria, Frank Madaras, Ellen Leahy, Lucy Santorsola; Deputy Village Clerk – Jacob Lawrence.
- Also present: Village Administrator – Evan Teich; Village Attorney – Chuck Hervas; Chief of Police – Robert O’Connor; Community Development Director – Nancy Hill; Director of Public Works – Ross Hitchcock; Finance Director – Julie Ciesla; HR/Risk Management Coordinator – Cristina White; Village Engineering Consultant – Aaron Fundich.
- Absent: Village Clerk – Melody Craven.
- Pledge of Allegiance:** Recited at the preceding Village Board meeting.
- Audience Participation:** None.
- Minutes:** (March 15, 2016) Mayor Pruyn asked if there were any questions regarding or corrections to the Committee of the Whole Meeting minutes of March 15, 2016 as presented. Hearing none, Trustee Aiani made a motion to approve said minutes; Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.
- President’s Comments:** (Ordinance #1799-16) Mayor Pruyn presented discussion and possible action concerning Ordinance #1799-16, “An Ordinance Increasing the Number of Class D Liquor Licenses from Five to Six (Bucky’s 1400 N. Arlington Heights Road).” Hearing no objections, Trustee Latoria made a motion to recommend approval of said ordinance; Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.
- Community Development Committee:** Trustee Latoria had no report.
Trustee Latoria, Chairperson
- Finance Committee:** Trustee Hower presented discussion concerning the agreement from McBeath, Fates & Ivers P.C. for accounting services. Staff’s recommendation can be found [here](#). Ms. Ciesla outlined the accounting contract for the Board. Trustee Santorsola asked why there had been a move from salary to hourly. Ms. Ciesla responded that it helps flexibility for lighter seasons. Trustee Santorsola asked how the Finance Director interfaces with the staff accountant, Tyler Fates. Ms. Ciesla responded that there are tasks that she reviews and monthly tasks are

basically auto-pilot. Discussion ensued over if there had been a reduction in general duties. Trustee Santorsola recommended modifications for the contract. Hearing no further objections, Trustee Santorsola made a motion to recommend approval of the contract with modifications; Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.

Mr. Bill Fates from McBeath, Fates & Ivers, P.C., addressed the audience and Board explaining the nuances of the contract in question. Mr. Fates explained that the change from a flat rate to an hourly rate encourages flexibility and is a win-win for both organizations. He also noted the different nature of work in the last three years as compared to now.

Trustee Hower presented discussion concerning financial quarterly reports. Ms. Ciesla outlined the January 2016 monthly financials. Details about these reports can be found [here](#).

Administration Committee:
Trustee Santorsola, Chairperson
(Village Personnel Manual)

Trustee Santorsola presented discussion and possible action concerning the Village's personnel manual. Ms. Cristina White reported on some of the changes to this policy. Ms. White's memo about this topic can be found [here](#) and the policy change list can be found [here](#). Hearing no objections, Trustee Santorsola made a motion to recommend approval of the personnel manual; Trustee Madaras seconded the motion. Motion carried by a unanimous voice vote.

(Village's General Package
Liability Insurance)

Trustee Santorsola presented discussion and possible action concerning the renewal of the Village's general package liability insurance from Gallagher. Ms. Cristina White outlined the nuances of the package; these details can be found via her memo to the Board [here](#). Hearing no objections, Trustee Santorsola made a motion to recommend approval; Trustee Madaras seconded the motion. Motion carried by a unanimous voice vote.

Environmental Committee:
Trustee Leahy, Chairperson

Trustee Leahy had no report.

Public Safety Committee:
Trustee Madaras, Chairperson

Trustee Madaras had no report.

Public Works/Infrastructure Committee:
Trustee Aiani, Chairperson
(Street Sweeping Services Contract)
(Tree Trimming Services Contract)
(Lawn Mowing Services Contract)

Trustee Aiani presented discussion and possible action concerning continuing the current Hoving Clean Sweep, LLC contract for street sweeping services. In addition, he presented discussion and possible action concerning continuing the current Ciosek Tree Service for tree trimming services. In addition, he presented discussion and possible action concerning continuing the current Classic Landscaping LTD contract for lawn mowing services. Trustee Aiani state that all of these contract were instituted as one-year agreement with two, three, and four year options; these options are now up for review. Hoving Street Sweeping is looking for a 2% increase; Classic Landscaping is holding firm on their price; and Ciosek

Tree Service has no price increase in the next four years. He stated he liked the idea of reviewing every year.

(Metra Track Closing at Prospect
– July 19th through July 23rd)

Trustee Aiani presented discussion concerning the Metra railroad track closing at Prospect Avenue on July 19th through July 23rd, 2016. Mr. Ross Hitchcock reported that he was contacted by Metra via email. Metra is working on Prospect; there's a bad track on a second spur through a business. Metra came out two years ago and fixed it. They have an agreement with the property owners to fix half. In total, this closing will be for five days.

(Call for Executive Session)

Trustee Aiani called for an Executive Session for discussion of pending litigation. Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.

Department Heads:

Chief O'Connor, Chief of Itasca Police Department, reported that he and the Deputy Chiefs attended a seminar at Hoffman Estates for training. He reported that the prior weekend saw very high call volume, about 84 police contacts, ranging from felonies, thefts, and a large fight that broke out in the Westin. He reported he would not be at the next Village Board meeting due the Illinois Law Enforcement Accreditation Program (ILEAP) being on site to determine if the Itasca Police Department should receive the organization's Tier Level 1 accreditation.

Ms. Nancy Hill, Community Development Director, passed out official copies of the 2016 Economic Development Plan. She reported that Bucky's will be holding a groundbreaking ceremony. She reported that the Plan Commission will be having two meetings in April, one on a height variance and another concerning a townhouse development north of Median Woods. Ms. Hill noted that she was told by representatives of Illinois Planning Association about a bill that's being proposed concerning school districts. Mayor Pruyne signed some letters opposing this legislation. The bill would alter local zoning and give powers to school districts.

Ms. Cristina White, HR/Risk Management Coordinator, reported that March 31st marked the end of our relationship with Allied for 2015 HRA reimbursements. Discovery Benefits has been in place since June 1st; staff has had positive feedback. With our switch to IPBC, the Village has had discussion about adding an HMO option. A Gallagher representative will be here at the Village on May 3rd to discuss a secondary HMO plan. With July 1st renewals, we have tentatively scheduled May 10th and May 12th as enrollment dates.

Mr. Aaron Fundich, Village Engineer Consultant, reported that Village representatives met with Hamilton Partners and the Tollway regarding a preview of the 2016 construction elements. The meeting was very productive and well received.

Mr. Ross Hitchcock, Public Works Director, reported that the

Safe Routes to School project has been moved from June to July. There were two controlled burns at the end of Industrial Drive and at Happy Acres. Construction around Happy Acres is almost done. The Village needs to address some issues with the landscaping.

Ms. Julie Ciesla, Finance Director, thanked the Board for attending the Finance Committee meeting and that next week they would discuss general funds. Ms. Ciesla outlined the January 2016 Finance Director's Report, which specified general fund revenues, general fund operating expenditures, and a monthly financial report. Ms. Ciesla also reported on Moody's Investors Service's annual issuer comment on the Village. The credit overview stated that the credit position for Itasca is very strong, and its Aa2 rating slightly exceeds the median rating for Aa3 for US cities.

Mr. Evan Teich, Village Administrator, reported that he and the Mayor will be going to Springfield on May 3rd and May 4th to join the DuPage Mayors and Managers Conference with introducing legislation that would require ComEd to add "burial" language in agreements and to specify construction costs to be paid for by all rate payers and not only the municipalities. Additionally, the DMMC will be lobbying for their legislative agenda.

Executive Session:

Executive Session was called to order at 9:17PM.

Reconvene:

Mayor Pruyn reconvened the regular Committee of the Whole meeting at 9:56PM.

Adjournment:

Trustee Aiani made a motion to adjourn the Committee of the Whole Meeting at 9:57PM; Trustee Hower seconded the motion. Motion carried by a unanimous voice vote.

Minutes by: Jacob Lawrence, Deputy Village Clerk



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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: April 7, 2016 for April 19, 2016 Village Board COW Meeting

RE: Relief from Elevator Safety Code for 100 N. Walnut Street (Old Village Hall)

The Illinois Elevator Safety Act (PA 92-0873/120) was amended in 2015 to strengthen the requirements for pit ladders, and the Village's property at 100 N. Walnut Street is not in compliance with the required upgrade. The purpose of this memo is to suggest the Village Board grant relief (variation) from the Elevator Safety Act requirements for this property.

Semi-annually, Thompson Elevator Service inspects all the elevators on Village-owned property. With the recent change to the Illinois Elevator Safety Code, a pit ladder is now required for the elevator at 100 N. Walnut Street. However, the elevator shaft and pit is constructed such that the required side and wall clearance is not large enough to accommodate any type of pit ladder, including a collapsible ladder. For ADA purposes, the elevator must remain operational and pass inspections while a tenant is leasing the space. Thompson has recommended the Village of Itasca grant the property at 100 N. Walnut Street a variation from this requirement.

Under state statutes, as the Local Administrator the Village has the authority to grant exceptions and variances from the requirements of applicable state codes, standards, and regulations in cases where such variances would not jeopardize the public safety and welfare. Granting a variation could be a conflict for the Village, since the Board would be granting the variation to itself. However, the Elevator Safety Code takes this scenario into account. The State Administrator has the right to review and object to any exceptions or variances granted by a Local Administrator, thereby removing the conflict. Further, the State's Elevator Safety Review Board has authority to hear appeals for any denial or objection by the State Administrator.

Staff recommends the Village Board grant variation from the Elevator Safety Code for 100 N. Walnut Street to relax the requirement for a pit ladder for the existing elevator at the subject property. Upon approval of said variation, staff will forward the request for relief to the State Administrator for their review, in compliance with state statutes.

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

ELEVATOR INSPECTION FORM



Thompson Elevator Inspection Service, Inc.
1302 E Thayer Street Mt Prospect, IL 60056
Ph 847-296-8211/Fax 847-296-5424/IL03849



Date: 3-15-2016
Code Edition: ASMEA17.1 A17.3
Itasca LP
V/T/C
ID# (S16) 161-150 Mar/Sep Convey # H020526
Inspection & Test Routine Periodic Acceptance
Power Hydraulic FL/PT police 12-15
2000 Capacity Em Ph MR
5 YR Date: Em Light

Address: 100 North Walnut Unit 1 Pass
Bldg. Name: Vil Hall of Itasca/old Make Otis
Bldg. Rep.: Wayne Speed 125 fpm
Phone No.: 630-361-2330 X
Notes: No approval given @ 9-29-09, failed

Item	OK	NG	NA	Item	OK	NG	NA	Item	OK	NG	NA
1. ELEVATOR-INSIDE OF CAR											
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.24 (T) AC drives from a DC source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.25 (T) Car, overhead, & deflector sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.25 (T) Traction sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.26 (T) Broken rope, chain, or tape switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.26 (T) Secondary & deflector sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.27 Crosshead data plate & rope data tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills & car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.27 (T) Rope fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.28 Counterweight & counterweight buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting & receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.28 (T) Terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.29 Counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal-lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.29 (T) Car & counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.30 Speed test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.30 Hydraulic power unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.31 Slack rope device-roped hydr elevs (*)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.31 Relief valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.32 Traveling sheave-roped hydr elevs (*)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.32 Control valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.33 (T) Compensating ropes & chains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.33 Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. ELEVATOR-OUTSIDE HOISTWAY			
1.11 Car vision panels & glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.34 Flexible hydr hose & fitting assemblies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Car platform guard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.35 Supply line & shutoff valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2 Hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.36 Hydraulic cylinders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.3 Vision panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.37 Pressure switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4 Hoistway door locking devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Signs & operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.38 Roped water hydraulic elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.5 Access to hoistway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, & data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.39 Low oil protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6 Power closing of hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.40 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.7 Sequence operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.41 Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8 Hoistway enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car Ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.42 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.9 Elevator Parking devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ELEVATOR-MACHINE ROOM											
1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Top-of-car stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.10 Emergency doors in blind hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Car top light & outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.11 (T) Separate counterweight hoistway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Lighting & receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Top-of-car operating device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.12 Standby power selection switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.13 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Clearance, refuge space standard railing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. ELEVATOR-PIT			
6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6 Final & emerg terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Pit access, lighting, stop switch, & condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.7 Car leveling & anticreep devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Bottom clearance, runby & min. refuge space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Pipes, wiring, & ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.8 Top emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 (T) Final & emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.9 Floor & emerg identification numbering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 #ing of elevators, machines, disconnects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.10 Hoistway construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Traveling cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Disconnecting means & control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.11 Hoistway smoke control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Governor-rope tension devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.12 Pipes, wiring & ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.7 Car Frame & platform	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Governor, overspeed switch, & seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.13 Windows, projections, recesses, & setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.8 Car safeties & guiding memb-incl roped-hydr elev(*)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.14 Hoistway clearances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.9 (T) Buffers & emerg terminal speed limiting devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15 (T) Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.15 Multiple hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.10 (T) Compensating chains, ropes & sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16 (T) Overhead beam & fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.16 Traveling cables & junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.11 Plunger & cylinder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17 (T) Drive machine brake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.17 Door & gate equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.12 Car buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18 (T) Traction drive machines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.18 Car frame & stiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.13 Guiding members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19 (T) Gears, bearings, & flexible coupling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.19 Guide rails fastening & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.14 Supply piping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20 (T) Winding drum mach & slack cable dev	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.20 Governor rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. ELEVATOR-FIRE SERVICE			
21 (T) Belt or chain-drive machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.21 Governor releasing carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PH I ONLY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22 (T) Motor generator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.22 Wire rope fastening & hitch plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PH I & PH 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23 (T) Absorption of regenerated power	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.23 Suspension rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				3.24 (T) Top counterweight clearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:
 Pit Ladder NOT in Compliance
 Side & wall clearances cannot be obtained - need variance
 Submit for Enforcement
 1st notice 9-22-15
 2nd notice 12-1-15
 3rd notice - 3-15-16

THIS IS THE OFFICIAL INSPECTION FORM APPROVED BY THE OFFICE OF THE STATE FIRE MARSHAL, DIVISION OF ELEVATOR SAFETY.
 THE ELEVATOR SAFETY ACT PA 92-0873/120 MANDATES EACH CONVEYANCE BE INSPECTED ANNUALLY.

FAIL - RE-INSPECT IN 30 DAYS
 PASS - CONDITION GOOD - Approved for Certificate

Elevator Co / Building Representative: Wayne
 Elevator Co Lic # IL: _____
 Elev Mech Lic # IL: _____

Inspector's Signature: G. Hoban
 Inspector QEI#: C3574
 Inspector's Lic # IL: 01959

5 Upgrades due Jan 1, 2015 - contact your elevator maintenance company to ensure you are code compliant. Details go to OSFM website (www.sfm.illinois.gov)
 Per the IL Elevator Safety Act (225 ILCS 312/85) the certificate of inspection or repair must be posted in the elevator machine room.



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

Memorandum

To: Jeff Pruyn, Mayor and Village Board of Trustees
From: Nancy Hill, Community Development Director *NH*
Date: April 14, 2016 for April 19, 2016 Village Board COW Meeting
Re: Itasca Tap House Request for Approval

Attached you will find a letter from the Itasca Tap House, Inc. seeking Board consideration of the proposed conditional use, variations, and site plan that have been reviewed by the Plan Commission and Historic Commission.

Summary of Actions to Date

The applicant, Plan Commission, and Village Board's activity on this proposed project to date is summarized below:

Plan Commission Review

On or about October 15, 2012, the applicant, Itasca Tap House, LLC, submitted its formal application for a Conditional Use for a tavern (tap house) with both indoor and outdoor seating; variations from the Itasca Zoning Ordinance, including for building setbacks, parking, and signage; and Class 1 Site Plan Review.

The Plan Commission held a public hearing on November 7, 2012. At that meeting, the Plan Commission expressed some concerns and heard from adjoining property owners. Some adjoining property owners spoke in support of the project, and some expressed concerns. The Plan Commission continued the public hearing to December 19, 2012.¹

At the December public hearing, applicant addressed many of the questions and concerns from the previous meeting. The Plan Commission made several recommendations to the Village Board, which are summarized as follows (see also attached letter from Mark Kischner, Plan Commission Chair):

¹ Transcriptions from both Plan Commission meetings are available. Please contact Community Development staff to review.

Summary of Plan Commission Recommendations:

1. To grant the Conditional Use for a tavern. Approved 5-1 (with 1 absent).
2. To grant Class 1 Site Plan Approval with review and recommendation by Historic Commission and the applicant comes to an agreement with Village about landscaping and other improvements on Village Property. Approved 5-1.
3. To grant multiple Variations with various levels of approval, most approved 5-1. Some of the signage variations ended in a tie vote, and these variations will require 2/3 majority vote of Village Board.

See also attached transmittal from Plan Commission Chair Mark Kischner.

Historic Commission Review

The Historic Commission reviewed the project after the Plan Commission and recommended approval with the conditions that the materials match the existing colors and that the project be in conformance with the conceptual design plans submitted.

Village Board Review

The Itasca Zoning Ordinance states that the Village Board has 90 days from the Plan Commission recommendation to take action, unless extended by mutual consent of the Village Board and applicant. At the April 16, 2013 meeting, the Village Board approved the request of the applicant to extend the time allowed under the Zoning Ordinance for the Village Board to review the application. The extended time period is 6 months, until October 15, 2013. The main reason for the extension was to allow time for DuPage County to complete its process of revising the Floodplain Maps, which may take the majority of the subject property out of the floodplain.

At the October 15, 2013 meeting, the Village Board approved the second request of the applicant to extend the time allowed under the Zoning Ordinance for the Village Board to review the application. The extended time period was for another 6 months, until April 15, 2014.

At the April 8, 2014 meeting, the Village Board approved the third request of the applicant to extend the time allowed under the Zoning Ordinance for the Village Board to review the application. The extended period was through April 28, 2015.

At the April 21, 2015 meeting, the Village Board approved the fourth of the applicant to extend the time allowed under the Zoning Ordinance for the Village Board to review the application. The extended period was through April 26, 2016. The Village Attorney has opined that review of the proposal at the April 19 Village Board COW meeting is within the extended time period.

Public Notice

The requests for extensions were highly unusual. The intent of the language of the Zoning Ordinance is to allow an applicant enough time to address issues brought up by the Plan Commission and/or adjoining property owners prior to review by the Village Board. Part of my responsibilities as Zoning Administrator is to ensure that both the applicant and the adjoining property owner's rights are protected. One of staff's concerns is that the project has become "stale" as the applicant waits for the flood maps to be revised by DuPage County. With no decision to date by the Board to act on the approval or denial of the request, it is reasonable for adjoining property owners to believe that the development has been denied.

Further, legal counsel has advised that a "reasonableness" standard be followed and adjoining property owners must be allowed an opportunity to provide comment to the Village Board. After the April 2014 Village Board meeting and every Board meeting thereafter that this item has been on an agenda, staff sent an informational letter to adjoining property owners regarding the status of the proposed project. The most recent letter was sent by the Community Development Department in preparation for this April 19, 2016 Village Board COW meeting.

Revised Floodplain Map Status

DuPage County is still in the process of updating its floodplain maps and the current maps, showing the subject property in the floodplain, are the official maps to be used.

Last summer, DuPage County issued draft maps for public review and comment. The public comment period ended in early fall 2015, and close to 500 comments were received from property owners, residents, and municipalities, including from the Village of Itasca. Due to the nature and extent of the comments received, DuPage County, FEMA, and the State of Illinois have postponed the next phase of the public review process, which is a technical appeal period that was to have begun already. Instead, DuPage County is now reviewing the many comments received and determining if and how to resolve them. Some watersheds are being restudied, and models, maps, and flood profiles may need to be updated accordingly.

The Village continues to provide detailed information to DuPage County to help ensure the next round of maps are as accurate as possible and reflect actual conditions in Itasca. Once updated, the revised preliminary floodplain maps will be made public for review and comment, and the preliminary map process will start again. While, Village staff is optimistic that when the updated preliminary maps are redistributed they will have a more accurate depiction of the 100-year floodplain, for purposes of permitting and construction, the property in question is still in the floodplain and subject to the requirements of the DuPage County Stormwater Ordinance.

Proposed Project and Floodplain

The applicant is aware of the revised Floodplain Map status. Their consultant has stated to staff that if approved by the Village Board, the Itasca Tap House will only do interior remodeling and intend to operate without the proposed outdoor patio and silo.

Staff, however, has raised two concerns about two items relative to that proposal. First, under the Illinois Accessibility Code, because the entrance/exit is elevated, an ADA accessible ramp would be required on the exterior for ingress/egress. The Village of Itasca is a partial waiver community under the DuPage County Stormwater Ordinance. Therefore, any ramp on the property would be constructed within the floodplain, review and approval by DuPage County is required. This could be a costly and lengthy process for the applicant. No Village building permits would be issued for this substantial of an interior remodel without an accessible ramp being included in the design and without the approval of DuPage County. Further, no Certificate of Occupancy will be issued without the installation of a ramp to permit drawings.

Second, the DuPage County Stormwater Ordinance also requires that any repair, reconstruction, rehabilitation, addition or other improvement a building in the floodplain shall not exceed 50 percent of the fair market value of the building, determined from the EAV of the building, before the start of construction of the improvement (including the aggregate construction value of past permits). If the applicant hits the substantial improvement threshold with past permits and new improvements, the building has to be elevated out of the floodplain.

Options for Board Consideration:

Like all zoning applications, the Village Board has several options to consider, including (not in any particular order), but not limited to:

- **Directing staff and the Village Attorney to draft ordinances granting all or portions of the following requested from the applicant:**
 - a. Conditional Use for a tavern.
 - b. Multiple variations
 - c. Class 1 Site Plan Approval

If the Board directs staff and the Village Attorney to draft any approving ordinances, we would then suggest several conditions of approval to be included in said ordinance.

- **Referring the application back to the Plan Commission and Historic Commission.** The Village Board may refer the application back to the Plan Commission for further consideration or clarification of any issues of concern. Staff and legal counsel recommend that a public hearing, including public notice in conformance with the Zoning Ordinance, be required. Should the Board take this option, clear direction should be given to staff and the Plan Commission as to any items of concern so that they can be addressed prior to the application returning to the Board.

- **Extending the request for another 1 year period (or some other amount of time).** Legal counsel strongly recommends that with another 1 year extension, public notice of the Village Board's action be provided to adjoining property owners.
- **Taking no actions and the extensions will expire.** The application would be deemed denied. Staff does not recommend this course of action.

Please contact me with any questions in advance of the meeting.

Att-

Itasca Tap House, Inc.

P.O. Box 631, Itasca, Illinois 60143-0631

April 14, 2016

Village of Itasca
Attn: Nancy Hill, Director of Community Development
500 W. Irving Park Road
Itasca, IL 60143

Subject: 100 S. Walnut, Itasca Tap House, Inc.

Dear Village Board and Trustees,

On April 21, 2015 the Itasca Tap House, Inc. was granted an extension for consideration of the special uses, variances and site plan for the proposed Itasca Tap House. The extension period carries through April 26th, 2016. The extension period was based on the anticipated adoption process timeline for the for new floodway/floodplain maps being prepared by DuPage County Stormwater Management. The adoption of the new maps will classify the property at 100 S. Walnut as outside of the floodway/floodplain territory.

Preliminary floodplain maps for DuPage County were issued on June 3, 2015. An open house was held on July 29th and a 30-day public comment period commenced on that day. The Illinois State Water Survey received comments during that period and FEMA has recently determined that a revised Preliminary map for the county will be necessary. A specific timeline for the release of a revised map and review is not yet determined. DuPage County Stormwater Management has informed us though that the estimated date for the new floodplain maps to become effective may fall between late 2017 or early 2018.

It is our desire at this time to move forward with the Itasca Tap House project and open the business in 2016. Any proposed modifications to the existing facility would be done within the constraints of the existing floodplain maps. It is our plan then to proceed with the other improvements when the new floodplain maps become effective.

We respectfully request the Village Board of Trustees grant approval of our petitions for special use, variances and site plan at this time.

Thank you for consideration on this matter.

Sincerely,



Michael Valente – Itasca Tap House, Inc



Village of Itasca Plan Commission

550 WEST IRVING PARK RD. ITASCA, IL 60143
PHONE: 630/773-5568 FAX: 630/773-0852
www.itasca.com

January 31, 2013

Honorable Jeff Pruyn and Village Board of Trustees
Village of Itasca
550 W. Irving Park Rd.
Itasca, IL 60143

RE: Itasca Tap House, 100 S. Walnut St.
Petition for Special Use, Class I Site Plan Review, and Variances

Dear President Pruyn and Village Trustees:

The Itasca Plan Commission transmits for your consideration its recommendation on the petition of Itasca Tap House, Inc. as petitioner for the owner, Chicago Title Land Trust Company, Trust No. 8002346364, for the property located at 100 S. Walnut St. in Itasca's B-5 Traditional Downtown South Business District.

Itasca Tap House seeks the following:

- A Special Use Permit to establish and operate a tavern with indoor and outdoor seating areas, an accessory retail gift shop, and an accessory restaurant use. As part of the Special Use Permit, the Petitioner requests permission for: the outside sales of food and beverages; live entertainment both inside and outside; and to be able to host special events both inside and outside.
- Variances from the Itasca Zoning Ordinance related to a silo kiosk, outdoor fireplace, patio, deck, fence, signs, canopy, and parking. The variances are listed and discussed in greater detail later in this letter.
- Approval of a Class I Site Plan Review as part of the Special Use Permit.

Public Hearing Overview

After due notice, as required by law, the Plan Commission held a public hearing on November 7, 2012 which was continued to December 19, 2012. At the hearing, Michael Valente, Zach Phillips, and John Carlson appeared for the Petitioner and provided testimony in favor of the petition.

The following members of the public provided testimony regarding the proposed development:

- Jerry Danzer: Mr. Danzer is part owner of 104 S. Walnut St. He provided testimony regarding the history of the property and his thoughts and concerns regarding the development.
- Charles Hughes: Mr. Hughes operates Condor Airlines located in the first floor of 104 S. Walnut St. Condor operates seven days a week from 6:00 am to 11:00 pm. He is concerned with parking, the safety of his employees, the late hours of the Tap House, and noise.
- Diane Dale: Ms. Dale testified that the same rules should be applied to the Tap House as to other businesses in town such as Tree Guys and Casale's.
- Daniel Ward: Mr. Ward provided testimony regarding traffic safety. His main concern is traffic in the alley behind the proposed Tap House.

The transcript of the public hearing is included with this letter.

Special Use

Discussion

The requested Special Use is for a tap house (i.e., tavern) with an accessory retail gift shop and restaurant use. The tap house will have seating inside and outside. The outdoor seating is proposed in the front of the building on a proposed patio and covered deck. An accessory building is proposed on the southeast corner of the property. This building is designed to resemble a silo and will be used to serve drinks and food to patrons outside on the patio.

According to the Petitioner, the Tap House will be open Sunday through Thursday from 11:00 am to midnight and Friday and Saturday from 11:00 am to 2:00 am. The outside areas will be open Sunday through Thursday until 10:00 pm and on Friday and Saturday until midnight.

The Tap House seeks permission to host outdoor entertainment on the proposed patio and/or deck areas. The entertainment will consist of music artists and small bands that may or may not be amplified. All outdoor entertainment will end by 10:00 pm on weeknights and by 11:00 pm on weekends.

Recommendation

After hearing the evidence and reviewing the documents submitted, the Plan Commission concluded the proposed Special Use is in the public interest and should be granted. In support of this conclusion, the Plan Commission made the following findings.

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

Accordingly, by a vote of 5 to 1, the Plan Commission recommends approval of the requested Special Use Permit to establish and operate a tavern with indoor and outdoor seating areas, an accessory retail gift shop, and an accessory restaurant use. As part of this recommendation, the Plan Commission recommends approval of the requests for permission for: the outside sales of food and beverages; live entertainment both inside and outside; and the hosting of special events both inside and outside.

Class I Site Plan

Discussion

Prior to the granting of a Special Use Permit, a Class I Site Plan Review is required. The purpose of the site plan review is to ensure the new construction and uses are in conformance with the intent of the Comprehensive Plan and the provisions of the Itasca Zoning Ordinance, and that the arrangement of buildings, off-street parking, lighting, landscaping, ingress and egress, drainage, signs and other improvements are provided in a manner that will promote safety and convenience for the public and will preserve property values of surrounding property.

The Petitioner proposes to attach a covered deck to the front of the existing building. A paver patio will be constructed between the sidewalk and new deck. Landscaping is proposed along the perimeter of the property and on the Village owned property to the north. The Petitioner has not yet formally approached the Village to request permission to improve the Village owned property to the north.

A site plan and landscaping plan are included with this letter.

Recommendation

After hearing the evidence and reviewing the documents submitted, the Plan Commission concluded the proposed development is in conformance with the intent of the Comprehensive Plan and the provisions of the Itasca Zoning Ordinance, and that the arrangement of buildings, off-street parking, lighting, landscaping, ingress and egress, drainage, signs and other improvements are provided in a manner that will promote safety and convenience for the public and will preserve property values of surrounding property.

Accordingly, by a vote of 5 to 1, the Plan Commission recommends approval of the Class I Site Plan contingent on review by the Itasca Historical Commission and an agreement between the Village and Itasca Tap House, Inc. regarding the proposed landscaping improvements on the Village owned property to the north.

Variations

Overview

The following table provides an overview of the variations requested by the Petitioner and the Plan Commission's action on each variation.

Item	Section	Description	Request	Vote	Passed?
1.	Silo	4.06	Location of Silo	Allow in front of primary building	4-2 Yes
2.	Silo	4.06	Min. distance to property line	Reduce from 5' to 0'	4-2 Yes
3.	Silo	4.06.8	Min. distance to another structure	Reduce from 10' to 0'	4-2 Yes
4.	Silo	4.13.2	Placement in required front and side yards	Allow in required front and side yards	4-2 Yes
5.	Silo	4.13.4	Area	Increase in area from 10% of principal structure (187 sq. ft.) to 15.5% (290 sq. ft.)	4-2 Yes
6.	Silo	8.07.5	Front yard setback	Reduce from 25' to 4'	4-2 Yes
7.	Silo	8.07.5	Side yard setback	Reduce from 3' to 0'	4-2 Yes
8.	Fireplace	4.06	Location of fireplace	Allow in front of primary building	5-1 Yes
9.	Patio	4.06	Location	Allow in front of primary building	5-1 Yes
10.	Patio	4.06	Front yard setback	Reduce from 25' to 12'	5-1 Yes
11.	Patio	4.06	Min. distance to side property line	Reduce from 3' to 0'	5-1 Yes
12.	Deck	4.06	Location	Allow in front of primary building	5-1 Yes
13.	Deck	4.06	Min. distance to side property line	Reduce from 3' to 2'	5-1 Yes
14.	Fence	4.20.7.c	Location	Allow greater than 1' from side or rear property line and within required front yard.	5-1 Yes
15.	Sign	13.03.2.c.5	Front yard setback	Reduce from 15' to 4'	3-3 No
16.	Sign	13.01.24	Min. distance to lot line	Reduce from 5' to 4'	3-3 No
17.	Sign	13.03.2.c.9	Max. letter height of both signs	Increase from 18" to 24"	2-4 No
18.	Sign	13.03.2.c.9	Max. letter height for sign on rear of building (west side)*	Increase from 18" to 24"	4-2 Yes
19.	Sign	13.03.2.c.10	Max. gross area for non-ground sign	Increase from 49 sq. ft. to 100 sq. ft.	2-4 No
20.	Canopy	4.06	Width	Increase from 10' to 43'	5-1 Yes
21.	Parking	12.05.2	Number of off-street parking spaces	Reduce from 55 to 4	5-1 Yes

**Note: The wording of the motion for variance 18 listed above was "to increase the maximum letter height of rear signage [sic] from 18 to 24 inches which will also then affect the total square footage from 49.375 to some number yet to be determined." The intent of this seems to be to allow a sign in the front of the property that would then bring the total area of non-ground signs on the property to just under 100 sq. ft. Please see the transcript for more detail.*

Recommendation

After hearing the evidence and reviewing the documents submitted, the Plan Commission concluded the following variances are in the public interest, should be granted, and therefore recommends their approval:

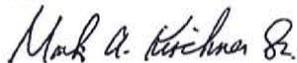
1. Variance from Section 4.06 to allow the proposed accessory "silo" structure to be located in front of the primary building.
2. Variance from Section 4.06 to reduce the minimum distance to the property line for the proposed accessory "silo" structure from 5 feet to 0 feet.
3. Variance from Section 4.06.8 to reduce the minimum distance to another structure for the proposed accessory "silo" structure from 10 feet to 0 feet.
4. Variance from Section 4.13.2 to permit the accessory "silo" structure in the required front and side yards.
5. Variance from Section 4.13.4 to increase the permitted area of the accessory "silo" structure from 10 percent of the principal structure (i.e., 187 sq. ft.) to 15 percent of the principal structure (i.e., 290 sq. ft.).
6. Variance from Section 8.07.5 to reduce the required front yard setback from 25 feet to 4 feet.
7. Variance from Section 8.07.5 to reduce the required side yard setback from 3 feet to 0 feet.
8. Variance from Section 4.06 to allow the outdoor fireplace in front of the primary building.
9. Variance from Section 4.06 to allow the patio in front of the primary building.
10. Variance from Section 4.06 to reduce the required front yard setback of the patio from 25 feet to 12 feet.
11. Variance from Section 4.06 to reduce the minimum distance to the side property line for the patio from 3 feet to 0 feet.
12. Variance from Section 4.06 to allow a deck in front of the primary building.
13. Variance from Section 4.06 to reduce the minimum distance to the side property line from 3 feet to 2 feet.
14. Variance from Section 4.20.7.c to allow a fence to be located a greater than 1 foot from the side or rear property line and within the required front yard.
15. Variance from Section 13.03.2.c.9 to increase the maximum permitted letter height for the proposed sign on the rear (west side) of the building from 18 inches to 24 inches.
16. Variance from Section 4.06 to increase the maximum permitted width of the canopy from 10 feet to 43 feet.
17. Variance from Section 12.05.2 to reduce the required number of off-street parking spaces from 55 to 4.

In support of this conclusion, the Plan Commission made the following findings.

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

The motions related to the proposed sign on the accessory "silo" structure failed to carry. Therefore, the Plan Commission does not recommend their approval.

Sincerely,
VILLAGE OF ITASCA PLAN COMMISSION



Mark A. Kischner Sr.
Chairman



Village of Itasca Community Development Department

550 W. IRVING PARK ROAD, ITASCA, IL 60143
 PHONE: 630/773-5568 FAX: 630/773-0852
 www.itasca.com

Itasca Historical Commission
 550 W. Irving Park Road
 Itasca, IL 60143

RE: Development Plans in the Itasca Historical District

Dear Historical Commission:

Attached are drawings for a proposed project in the Itasca Historic District. Please review them at your earliest convenience, attach any comments you might have to this page, and sign off as to whether you approve or disapprove of the project.

If you have any questions or concerns whatsoever, please do not hesitate to contact my office.

Very truly yours,

Nicole P. Aranas
 Director of Community Development

Project Name: Itasca Tap House
 Owner: Frank J Madaras
 Address: 100 S. Walnut Itasca, IL 60143

Recommended Colors: TO MATCH EXISTING

Additional Comments: PER CONCEPTUAL DESIGN PLANS

See Attached: _____

Commissioner	Approved As Is	Approved As Noted	Not Approved	Signature	Date
FRANK	<i>[Signature]</i>			<i>[Signature]</i>	12/20/12
Douglas	<i>[Signature]</i>			<i>[Signature]</i>	12/20/12
Hatzold	<i>[Signature]</i>	—	—	<i>[Signature]</i>	12/20/12
SWETS	<i>[Signature]</i>			<i>[Signature]</i>	12/20/12
Machynia	<i>[Signature]</i>			<i>[Signature]</i>	12/20/12
Sparesus	<i>[Signature]</i>			<i>[Signature]</i>	12/20/12
Zillner	<i>[Signature]</i>			<i>[Signature]</i>	12-20-12



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

April 5, 2016

**RE: *Update on 100 S. Walnut Street Zoning Applications
for the proposed Itasca Tap House***

Dear Property Owner:

This letter is to inform you of the status of the zoning requests that have previously been made by the Itasca Tap House for the property located at 100 S. Walnut. As you may recall, on November 7, 2012, and December 19, 2012, the Village of Itasca Plan Commission held a public hearing regarding a petition from the Itasca Tap House for site plan review, variances from the Itasca Zoning Ordinance, and a special use permit to operate a tavern and restaurant with entertainment at 100 South Walnut Street. The Plan Commission voted to recommend to the Village of Itasca Board of Trustees that the Itasca Tap House be granted the necessary approvals to operate a tavern and restaurant with entertainment at the property.

With the Plan Commission's recommendation, the usual next step would have been for the Itasca Tap House to immediately seek final approval from the Village Board. However, in this particular situation, the subject property is located within the floodplain, as indicated on current FEMA floodplain maps. DuPage County has been working to revise the floodplain maps, including possibly reducing the base floodplain elevation in this area – thereby taking the vast majority of the subject property out of the floodplain.

In light of the floodplain maps, even if given approval by the Village Board, the Itasca Tap House would not have been able to complete its entire plans until a resolution is reached with DuPage County over the floodplain maps. Therefore, the Village Board granted the Itasca Tap House several extensions of time so as to resolve this issue with the County before seeking final Village Board approval. Last year, at its April 21, 2015 meeting, the Village Board decided to allow the Itasca Tap House an additional one year extension of time before it must return to the Village Board to receive a final decision on the requests for site plan review, variances, and a special use permit.

Since that time, DuPage County has issued draft floodplain maps, but has had to further delay its project, and the Village does not foresee new floodplain maps being adopted for at least another year, maybe longer. The Itasca Tap House, however, has now requested the Village Board take official action on its proposal to operate a tavern and restaurant with entertainment at 100 S. Walnut Street.

Therefore, the Village Board will consider the Itasca Tap House's request for site plan approval, variances from the Itasca Zoning Ordinance, and a special use permit at its meeting on April 19, 2016, at 7:00 p.m., at the Itasca Village Hall, 2nd Floor Board Room, 550 W. Irving Park Road. At the meeting, the public will be allowed the opportunity to express to the Village Board any thoughts, questions, and/or concerns on the Itasca Tap House's plans and requests. Written comments may also be submitted either my mail or email to:

Mailing Address

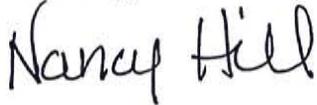
Village of Itasca
Attn: Nancy Hill, Community Development Director
550 W. Irving Park Road
Itasca, IL 60143

Email

nhill@itasca.com

If you have any questions, please feel free to me at 630-228-5621 or via email at the address above.

Sincerely,



Nancy Hill, Community Development Director
Village of Itasca

C: Michael Valente, Itasca Tap House
Itasca Village Board
Chuck Hervas, Village Attorney
File



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

April 23, 2015

***RE: Update on 100 S. Walnut Street Zoning Applications
for the proposed Itasca Tap House***

Dear Property Owner:

This letter is to inform you of the status of the zoning requests that have previously been made by the Itasca Tap House for the property located at 100 S. Walnut. Earlier this month, you should have received a letter from the Village explaining that the Village Board would be considering the Itasca Tap House's request for an additional one year extension of time before it must act on the Itasca Plan Commission's recommendations on the proposed project. This letter is to inform you that at its April 22, 2014 meeting the Village Board acted on this extension request by voting to allow the Itasca Tap House an additional one year before it must return to the Village Board to receive a final decision on the requests for site plan review, variances, and a special use permit.

For some background on this project, on November 7, 2012, and December 19, 2012, the Village of Itasca Plan Commission held a public hearing regarding a petition from the Itasca Tap House for site plan review, variances, and a special use permit to operate a tavern and restaurant with entertainment at 100 South Walnut Street. The Plan Commission voted to recommend to the Village of Itasca Board of Trustees that the Itasca Tap House be granted the necessary approvals to operate a tavern and restaurant with entertainment at the property.

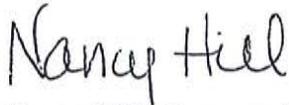
With the Plan Commission's recommendation, the usual next step would have been for the Itasca Tap House to immediately seek final approval from the Village Board. However, in this particular situation, the subject property is located within the floodplain, as indicated on current FEMA floodplain maps. DuPage County has been working to revise the floodplain maps, including possibly reducing the base floodplain elevation in this area – thereby taking the vast majority of the subject property out of the floodplain.

In light of the floodplain maps, even if given approval by the Village Board, the Itasca Tap House would not have been able to build or completely finalize its plans until a resolution is reached with DuPage County over the floodplain maps. The Village Board has now granted several extensions on this project in order for the Itasca Tap House to address floodplain mapping issues. With the most recent extension, the Itasca Tap House has until April 26, 2016 to return to the Village Board.

Prior to the Village Board making any final decisions on the project, you as a property owner will receive advance notice providing the date, time, and location of the meeting at which the Village Board will make its decision. This will allow you the opportunity to express to the Village Board any thoughts you may have on the Itasca Tap House's plans and requests.

If you have any questions or concerns, please feel free to me at 630-228-5621 or via email at nhill@itasca.com.

Sincerely,

A handwritten signature in black ink that reads "Nancy Hill". The signature is written in a cursive, flowing style.

Nancy Hill, Community Development Director
Village of Itasca



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

April 14, 2015

***RE: Update on 100 S. Walnut Street Zoning Applications
for the proposed Itasca Tap House***

Dear Property Owner:

This letter is to inform you of the status of the zoning requests that have previously been made by the Itasca Tap House for the property located at 100 S. Walnut. As you may recall, on November 7, 2012, and December 19, 2012, the Village of Itasca Plan Commission held a public hearing regarding a petition from the Itasca Tap House for site plan review, variances, and a special use permit to operate a tavern and restaurant with entertainment at 100 South Walnut Street. The Plan Commission voted to recommend to the Village of Itasca Board of Trustees that the Itasca Tap House be granted the necessary approvals to operate a tavern and restaurant with entertainment at the property.

With the Plan Commission's recommendation, the usual next step would have been for the Itasca Tap House to immediately seek final approval from the Village Board. However, in this particular situation, the subject property is located within the floodplain, as indicated on current FEMA floodplain maps. DuPage County has been working to revise the floodplain maps, including possibly reducing the base floodplain elevation in this area – thereby taking the vast majority of the subject property out of the floodplain.

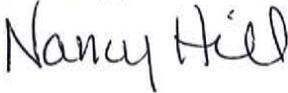
In light of the floodplain maps, even if given approval by the Village Board, the Itasca Tap House would not have been able to build or completely finalize its plans until a resolution is reached with DuPage County over the floodplain maps. Therefore, the Village Board granted the Itasca Tap House an extension of time so as to resolve this issue with the County before seeking final Village Board approval. Last year, at its April 15, 2014 meeting, the Village Board decided to allow the Itasca Tap House an additional one year extension of time before it must return to the Village Board to receive a final decision on the requests for site plan review, variances, and a special use permit. The Itasca Tap House has now requested another one year extension.

The Village Board will consider the request for an extension at its meeting on April 21, 2015, at 7:00 p.m., at the Itasca Village Hall, 2nd Floor Board Room, 550 W. Irving Park Road. At the meeting, the public will be allowed the opportunity to express to the Village Board any thoughts, questions, and/or concerns on the Itasca Tap House's plans and requests.

April 13, 2015
100 S. Walnut Street Zoning Application Update
Page 2

If you have any questions, please feel free to me at 630-228-5621 or via email at nhill@itasca.com.

Sincerely,



Nancy Hill, Community Development Director
Village of Itasca

C: Michael Valente, Itasca Tap House
Itasca Village Board
Chuck Hervas, Village Attorney
File



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

April 28, 2014

***RE: Update on 100 S. Walnut Street Zoning Applications
for the proposed Itasca Tap House***

Dear Property Owner:

This letter is to inform you of the status of the zoning requests that have previously been made by the Itasca Tap House for the property located at 100 S. Walnut. As you may recall, on November 7, 2012, and December 19, 2012, the Village of Itasca Plan Commission held a public hearing regarding a petition from the Itasca Tap House for site plan review, variances, and a special use permit to operate a tavern and restaurant with entertainment at 100 South Walnut Street. The Plan Commission voted to recommend to the Village of Itasca Board of Trustees that the Itasca Tap House be granted the necessary approvals to operate a tavern and restaurant with entertainment at the property.

With the Plan Commission's recommendation, the usual next step would have been for the Itasca Tap House to immediately seek final approval from the Village Board. However, in this particular situation, the subject property is located within the floodplain, as indicated on current FEMA floodplain maps. DuPage County has been working to revise the floodplain maps, including possibly reducing the base floodplain elevation in this area – thereby taking the vast majority of the subject property out of the floodplain.

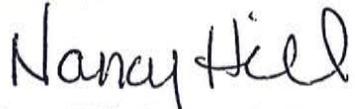
In light of the floodplain maps, even if given approval by the Village Board, the Itasca Tap House would not have been able to build or completely finalize its plans until a resolution is reached with DuPage County over the floodplain maps. Therefore, the Village Board granted the Itasca Tap House an extension of time so as to resolve this issue with the County before seeking final Village Board approval. At its April 15, 2014 meeting the Village Board decided to allow the Itasca Tap House an additional one year extension of time before it must return to the Village Board to receive a final decision on the requests for site plan review, variances, and a special use permit.

However, prior to the Village Board making any such final decision, you as a property owner will receive advance notice providing the date, time, and location of the meeting at which the Village Board will make its decision. This will allow you the opportunity to express to the Village Board any thoughts you may have on the Itasca Tap House's plans and requests.

April 25, 2014
100 S. Walnut Street Zoning Application Update
Page 2

If you have any questions or concerns, please feel free to me at 630-228-5621 or via email at nhill@itasca.com.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Hill". The letters are fluid and connected, with a prominent loop on the 'H'.

Nancy Hill, Community Development Director
Village of Itasca

PETITION FOR SPECIAL USE



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

Date Submitted: October 15, 2012

ALL ITEMS MUST BE COMPLETE TO PROCESS APPLICATION

Address(es) of Property: 100 South Walnut Street Itasca, Illinois 60143

Owner(s) of Property: Chicago Title land Trust Company, as Trustee under trust agreement dated April 17, 2006 and known as Trust Number 8002346364

Petitioner(s) (if other than owners): Itasca Tap House, Inc

Existing Use: Office Zoning: B-5

P.I.N. #(s): 03-08-302-007 Lot Size (sq. ft.): 45.00X164.40

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

1.) Please provide a detailed description of the use requested.
Itasca Tap House, Inc. will establish a business located at 100 South Walnut Street whereas the purpose incorporates the operation of a tap house (tavern) that will specialize in the sale of craft beers, wine, spirits, organic all natural sodas and a unique blend of coffees and teas. We plan to sell these products by the keg, glass, growler, bottle and can. We will also be providing a menu of food items to complement our beverage selections. A retail gift shop will be located on site to sell related paraphernalia such as clothing, gift baskets, etc. We plan to have indoor seating including high top tables and low top tables, and a bar seating area. We plan to have outdoor seating areas including a fire pit area, covered deck and several landscaped areas with assorted seating and tables. We will have special events take place in the outdoor areas including live music, televised events, ie. sporting, etc., and will also make the facility available for private party rental. We are asking for an accessory building/structure that will be constructed to have a "silo" appearance which will be used as a kiosk. Within the kiosk we will have the ability to serve drinks and food to our outdoor clientele. We will also be using the kiosk for placement of an outdoor television and signage. There will seating available around the kiosk. The hours of the outdoor area will be in accordance with the guidelines set forth by the local liquor license ordinance.

2.) Please explain how the special use requested is in the interest of the public and is not solely for the interest of the applicant.
Itasca Tap House, Inc's mission is to offer a unique product that is locally made. These locally made beverages will be handmade with fresh, high quality ingredients. We will also be offering the public an inviting meeting place where these beverages can be savored and enjoyed. Our goal is to create a destination which will attract sophisticated clientele with a discriminating palate. This business will contribute to the local economy and is in accordance with the downtown design guidelines.

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

This historic location has characteristics similar to the old European houses which provided a gathering place for the community. This location also serves to compliment all the surrounding existing businesses in the immediate area. This location lends itself to public convenience as it is centrally located in Itasca's downtown and is the only property with an outdoor area that meets the requirements of our business model.

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

No, this is a highly regulated industry and we will be in compliance with all regulations mandated by the multitude of governing agencies.

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

The intended use will enhance the area by providing a unique product and atmosphere. This type of business traditionally draws patrons to the location which can enrich the surrounding existing businesses and the community at large. We will have no adverse effect on property value.

Owner's Name(s): Chicago Title land Trust Company, as Trustee under trust agreement dated April 17, 2006 and known as Trust Number 8002346364

Address: 1725 S. Naperville Road, Phone: 630-871-3542
Wheaton, Illinois 60189 Email: _____

Petitioner's Name(s): Itasca Tap House, Inc.

Address(es): P.O. Box 631 Phone: 773-899-4998
Itasca, Illinois 60143-0631 Email: _____

Agent or Attorney (if applicable)	Site Planner or Engineer (if applicable)
Name: _____	Name: _____
Firm: _____	Firm: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

Please attach the following:

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

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

I/WE Chicago Title Land Trust Company, as Trustee aforesaid. DO HEREBY CERTIFY OR AFFIRM THAT I/WE ARE THE OWNER(S) OF RECORD OF THE AFORESAID DESCRIBED PROPERTY AND HEREBY MADE APPLICATION AS SUCH.

Signature: Maureen Paige Date: 10/16/12
Maureen Paige, Trust Officer

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 16th DAY OF October, 2012

Barbara A. Zia
NOTARY PUBLIC



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



**Village of Itasca
Community Development Department**

550 WEST IRVING PARK RD. ITASCA, IL 60143
PHONE: 630/773-5568; FAX: 630/773-0852
www.itasca.com

CONSULTANT SERVICES AGREEMENT

Pursuant to Section 4.05(5) of the Village of Itasca Zoning Ordinance, the Village of Itasca may use the services of professional consultants for research, investigation and professional opinion in the processing of any application.

Section 4.04(5) of the Itasca Zoning Ordinance:

CONSULTANTS: The Plan Commission/Zoning Board of Appeals and the Village Board may utilize the services of professional consultants for research, investigation, and professional opinion, for assistance in arriving at recommendations or decisions. The applicant whose request to the Plan Commission/Zoning Board of Appeals, or Village Board, requires the use of such professional services, shall reimburse the Village the reasonable cost it incurred for the services rendered by its consultants within ten (10) days after the submission of the bill by the Village. The consultants shall bill for their services at the same hourly rate which they normally charge municipal clients. The Village consultants shall include but no be limited to the persons who provide the Village with advice in the field of engineering, law, planning, traffic, design, finance, and court reporters.

I/We the applicant(s) understand that when the services of a consultant are utilized in accordance with the above section for research, investigation, professional opinion or other assistance, I/we shall pay all costs incurred within ten (10) days of submission of a bill by the Village of Itasca.

Itasca Tap House, Inc.
Name of Applicant

Agent or Attorney (if applicable)

P.O. Box 631
Street Address

Street Address

Itasca, Illinois 60143-0631
City State Zip

City State Zip

773-899-4998
Telephone

Telephone

E-Mail

E-Mail

[Handwritten Signature: T. Valent]
Signature of Applicant

Date: _____

Please indicate who the bills for the costs incurred for the petition should be sent to.

Applicant: Agent: Other:

If other, please complete the below information.

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-Mail: _____

CHICAGO TITLE INSURANCE COMPANY

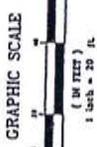
OWNER'S POLICY (2006)
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410-020107787-UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 1 IN BLOCK 1 OF WM. H. WISCHSTADT'S ADDITION TO ITASCA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1893 AS DOCUMENT 53819, IN DUPAGE COUNTY, ILLINOIS

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

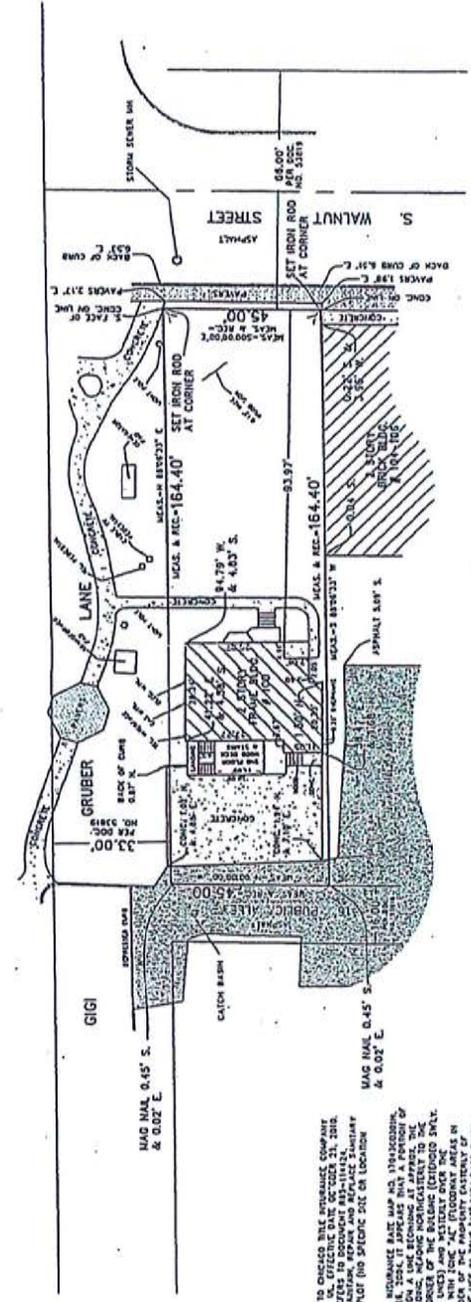


ALTA/ACSM LAND TITLE SURVEY

BY
GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LOT 1 IN BLOCK 1 OF WA. H. MCHONISTE'S ADDITION TO ITASCA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1893 AS DOCUMENT 33819, IN DUPAGE COUNTY, CONTAINING 7,393.97 SQ. FT. (0.17 AC.)
PROPERTY COMMONLY KNOWN AS: 100 S. WALNUT STREET, ITASCA, ILLINOIS.

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE: (630) 719-0212
FAX: (630) 719-9114

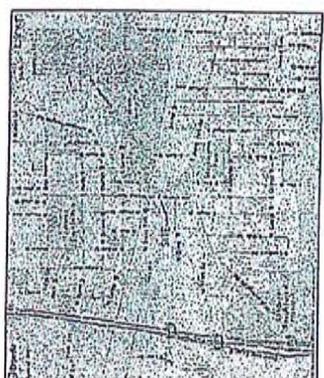


STATE OF ILLINOIS (DUPAGE) S.S.

TO: 1) CHICAGO TITLE INSURANCE COMPANY
2) CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER HD. 20023146364

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AS SET FORTH IN THE ALTA/ACSM SURVEYING STANDARDS OF TABLE "A", THEREOF PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NIST'S AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

REVISOR DECEMBER 21, 2010;
PLANO STATEMENT
SIGNED: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
MY LICENSE EXPIRES NOVEMBER 30, 2012
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.0002870



NOTES:
 1. MATTERS OF TITLE PERTAIN TO CHICAGO TITLE INSURANCE COMPANY
 2. GARDEN NO. 1416 DESCRIBED ON OFFICIAL DATE OCTOBER 31, 2010.
 3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 8. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 9. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.
 10. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHICAGO TITLE INSURANCE COMPANY AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE SUBJECT PROPERTY OTHER THAN THAT OF THE CHICAGO TITLE INSURANCE COMPANY.

BASE SCALE: 1 INCH = 20 FEET
 DISTANCES ARE MARKED IN FEET
 ORDINAL PARTS THEREOF
 CHECKED BY: SCHROTT & LUETHEMANN, P.C.
 DRAWN BY: JMS
 SURVEYED BY: JMS
 COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.
 ORDER NO. 10-10010

PETITION FOR VARIANCE

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

Date Submitted: October 15, 2012

ALL ITEMS MUST BE COMPLETE TO PROCESS APPLICATION

Address(es) of Property: 100 South Walnut Street Itasca, Illinois 60143

Owner(s) of Property: Chicago Title land Trust Company, as Trustee under trust agreement dated April 17, 2006 and known as Trust Number 8002346364

Petitioner(s) (if other than owners): Itasca Tap House, Inc

Existing Use: Office Zoning: B-5

P.I.N. #(s): 03-08-302-007 Lot Size (sq. ft.): 45.00X164.40

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

- 1.) Specifically state the variance(s) which is sought including the relevant section(s) of the Zoning Ordinance and how and/or the amount(s) by which the ordinance is sought to be varied.
 1. Variances from Section 4.06 and 4.13 to permit an accessory structure (i.e., a silo kiosk) in front of the principal building, to reduce the minimum required distance to a property line for an accessory structure (i.e., the silo kiosk) from 5 feet to 4 feet, and to permit an accessory structure (i.e., the silo kiosk) within the required front and/or side yards.
 2. Variances from Section 8.07(5) to reduce the required front yard setback for an accessory structure (i.e., the silo kiosk) from 25 feet to 4 feet and to reduce the required side yard setback for an accessory structure (i.e., the silo kiosk) from 3 feet to 0 feet.
 3. Variance from Section 4.06(8) to reduce the required separation between an accessory structure (i.e., the silo kiosk) and another building from 10 feet to 0 feet.
 4. Variance from Section 4.13(4) to increase the total area of accessory structures from 10% to 15.5% of the aggregate area of the principal structures (an increase from 187 square feet to 290 square feet).
 5. Variance from Section 4.13(4) to increase the height of an accessory structure (i.e., the silo kiosk) from 18 feet to 20 feet.
 6. Variance from Section 4.06 to permit an outdoor fireplace in front of the principal building.
 7. Variances from Section 4.06 to permit a patio in front of the principal building, to reduce the required front yard setback for a patio from 25 feet to 12 feet, and to reduce the minimum distance to a side property line for a patio from 3 feet to 0 feet.
 8. Variances from Section 4.06 to permit a deck in front of the principal building and to reduce the minimum distance to a side property line for a deck from 3 feet to 8 inches.
 9. Variance from Section 4.20(7c) to allow a fence to be constructed greater than 1foot from a side or rear property line and within the required front yard setback.
 10. Variance from Section 13.03(2)(c)(5) to decrease the minimum front yard setback for a sign from 15 feet to 4 feet.
 11. Variance from Section 13.01(24) to decrease the minimum distance a sign must be from a lot line from 5 feet to 4 feet.
 12. Variance from Section 13.03(2)(c)(9) to increase the maximum letter height on signs from 18 inches to 24 inches.
 13. Variance from Section 13.03(2)(c)(10) to increase the maximum allowable gross surface area of all non-ground signs on a zoning lot from 49.375 square feet to 100 square feet.
 14. Variance from Section 4.06 to increase the width of a canopy in front of a commercial building from 10 feet to 43 feet in width and 30 feet in length.
 15. Variance from Section 12.05(2) to permit a reduction in the required number of off-street parking spaces from 55 to 4.

-
- 2.) Generally state the purpose and reasons for which the variance(s) is/are sought.
Generally, the variances requested are necessary in order to conduct business in this very unique building in a successful manner.
- 3.) Explain how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance.
If strict reading of the ordinance was to be enforced and the variances requested were not granted, we would not be able to sustain our business. Given the unique setback of the building we feel added signage is necessary to attract clientele as well as simply distinguishing the location of the business. Location of signage is also a hardship as we would not be visible from Irving Park Road. In regards to parking there are over 50+ spaces within 100 yards of the physical location.
- 4.) State and explain the particular factors of the property (e.g., physical surroundings, shape or topographical conditions, etc.) that bring a hardship to the owner under the strict letter of the Zoning Ordinance.
The structure on the property is set extremely far back from Walnut Street, therefore, it is necessary to create an outdoor area which will bring the property to its highest and best use. It is essential that we utilize this space to create an ambiance and flow that adheres to our business model.
- 5.) Explain how the plight of the owner is due to unique circumstances and not generally applicable to other properties in the neighborhood.
Itasca Tap House, Inc. is requesting variances as aforementioned to be a successful, sustainable business in a uniquely laid out downtown area.

- 6.) State the effects of the proposed variation(s) upon the character of the neighborhood, the property values, traffic conditions, public utilities, storm water detention, and other matters pertaining to the public health, safety, morals, and general welfare of the community. Explain how the variation will not alter the essential character of the locality. The Itasca Tap House, Inc. will enhance the character of the downtown area in many ways adding to the charm and providing another avenue for community enrichment. It will create a destination that will contribute to the economic stability and quality of life in town. No adverse effects can be identified as a result of the proposed variations for Itasca Tap House, Inc.

Owner's Name(s): Chicago Title land Trust Company, as Trustee under trust agreement dated April 17, 2006 and known as Trust Number 8002346364

Address: 1725 S. Naperville Road, Phone: 630-871-3542
Wheaton, Illinois 60189 Email: _____

Petitioner's Name(s): Itasca Tap House, Inc.

Address(es): P.O. Box 631 Phone: 773-899-4998
Itasca, Illinois 60143-0631 Email: _____

Agent or Attorney (if applicable)

Site Planner or Engineer (if applicable)

Name: _____

Name: _____

Firm: _____

Firm: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Please attach the following:

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

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

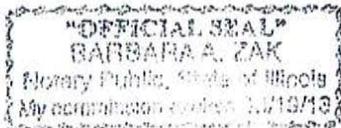
I/WE Chicago Title Land Trust Company, as Trustee aforesaid, DO HEREBY CERTIFY OR AFFIRM THAT I/WE ARE THE OWNER(S) OF RECORD OF THE AFORESAID DESCRIBED PROPERTY AND HEREBY MADE APPLICATION AS SUCH.

Signature: Maureen Paige Date: 10/16/12
MAUREEN PAIGE, Trust Officer

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 11th DAY OF October, 2012

Barbara A. Zak
NOTARY PUBLIC



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be assessed or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



**Village of Itasca
Community Development Department**

550 WEST IRVING PARK RD. ITASCA, IL 60143
PHONE: 630/773-5568; FAX: 630/773-0852
www.itasca.com

CONSULTANT SERVICES AGREEMENT

Pursuant to Section 4.05(5) of the Village of Itasca Zoning Ordinance, the Village of Itasca may use the services of professional consultants for research, investigation and professional opinion in the processing of any application.

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I/We the applicant(s) understand that when the services of a consultant are utilized in accordance with the above section for research, investigation, professional opinion or other assistance, I/we shall pay all costs incurred within ten (10) days of submission of a bill by the Village of Itasca.

Itasca Tap House, Inc.
Name of Applicant

Agent or Attorney (if applicable)

P.O. Box 631
Street Address

Street Address

Itasca, Illinois 60143-0631
City State Zip

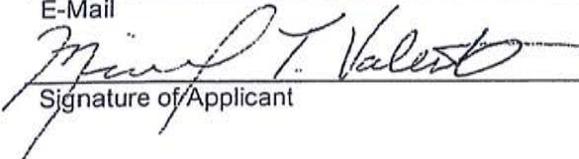
City State Zip

773-899-4998
Telephone

Telephone

E-Mail

E-Mail


Signature of Applicant

Date: _____

Please indicate who the bills for the costs incurred for the petition should be sent to.

Applicant: Agent: Other:

If other, please complete the below information.

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-Mail: _____

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410 - 020107787 - UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 1 IN BLOCK 1 OF WM. H. WISCHSTADT'S ADDITION TO ITASCA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1893 AS DOCUMENT 53819, IN DUPAGE COUNTY, ILLINOIS

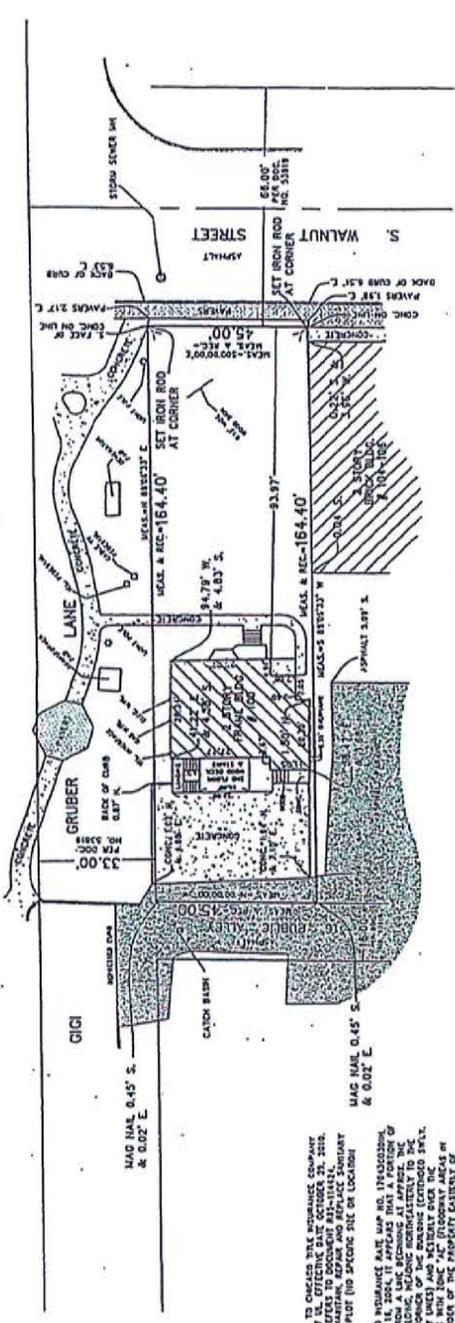
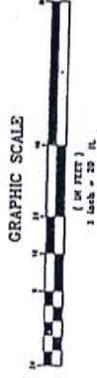
THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA/ACSM LAND TITLE SURVEY

BY
GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LOT 1 IN BLOCK 1 OF THE N. WISCONSIN, ADDITION TO ITASCA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1919 AS DOCUMENT 35812, IN DUPAGE COUNTY, ILLINOIS.
CONTAINING 7,393.97 SQ. FT. (0.17 AC.)
PROPERTY COMMONLY KNOWN AS: 100 S. WALNUT STREET, ITASCA, ILLINOIS.

530 E. ST. CHARLES PLACE
CHICAGO, ILLINOIS 60614
PHONE: (312) 462-1242
FAX: (312) 316-6237



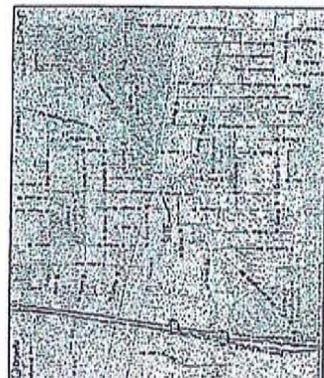
STATE OF ILLINOIS, S.S.
COUNTY OF DUPAGE, ILLINOIS

TO: 1) CHICAGO TITLE INSURANCE COMPANY, AS TRUSTEE UNDER NO. 8002346354
2) CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER NO. 8002346354

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AS ESTABLISHED AND ADOPTED BY ALTA AND ILLINOIS IN 2001, PURSUANT TO THE ACCURACY STANDARDS OF TABLE "A", THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ILLINOIS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DRAWN UNDER MY HAND AND SEAL, THIS 14TH DAY OF DECEMBER, A.D. 2010.
 SIGNED: ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
 MY LICENSE EXPIRES NOVEMBER 30, 2012
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002870

REVISED DECEMBER 11, 2010;
 FLOOD HAZARD SHADING



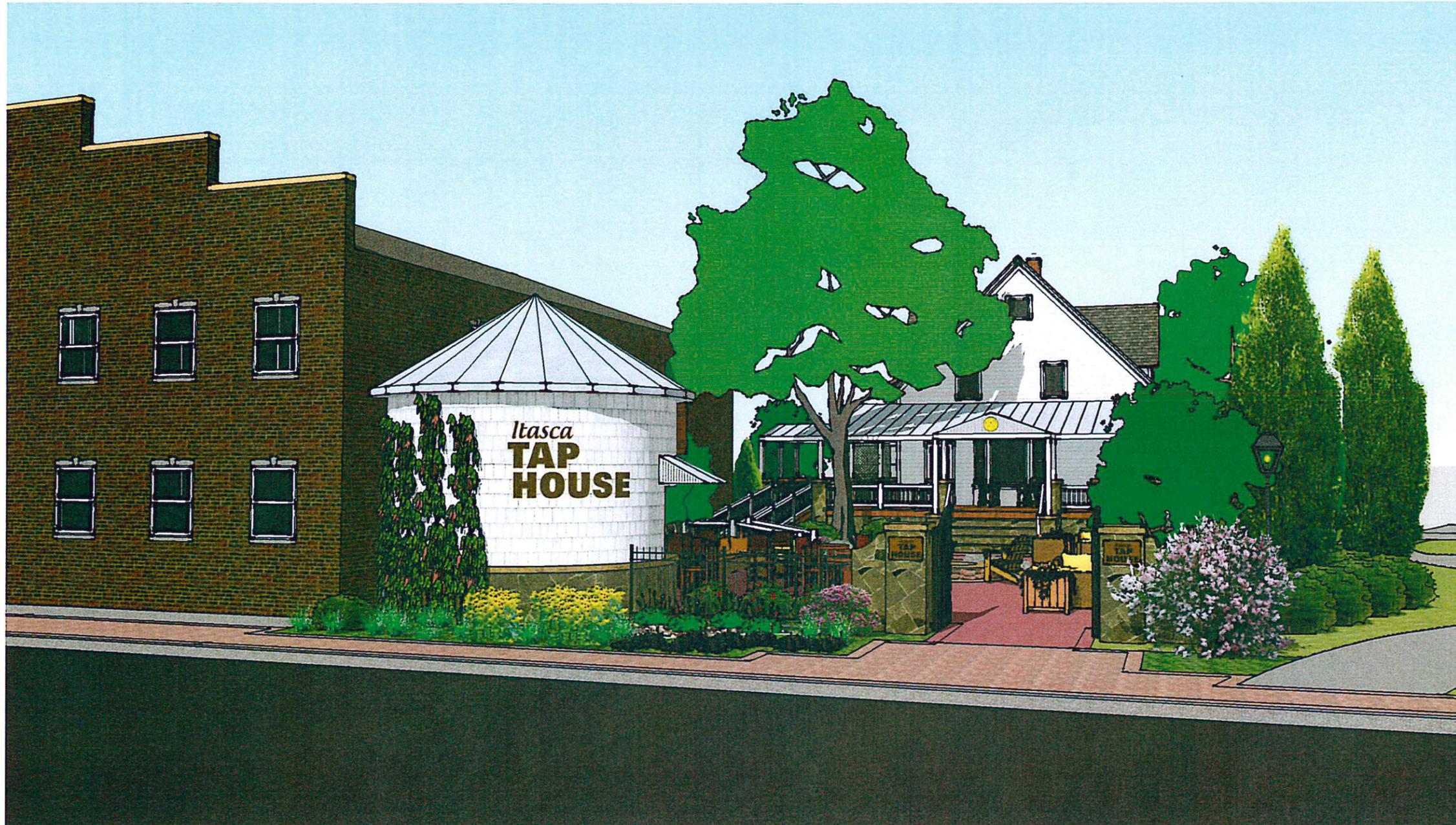
NOTES:
 1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING PRACTICES OF THE STATE OF ILLINOIS.
 2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AS ESTABLISHED AND ADOPTED BY ALTA AND ILLINOIS IN 2001, PURSUANT TO THE ACCURACY STANDARDS OF TABLE "A", THEREOF.
 3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ILLINOIS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.
 4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AS ESTABLISHED AND ADOPTED BY ALTA AND ILLINOIS IN 2001, PURSUANT TO THE ACCURACY STANDARDS OF TABLE "A", THEREOF.
 5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ILLINOIS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

BASE SCALE: 1 INCH = 20 FEET
 ORDERED BY: _____
 CHECKED BY: _____
 SURVEYED BY: _____
 CONSULT ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCES TO THE SURVEYOR. THESE POINTS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.
 ORDER NO. 10-20010


Carlson
LANDSCAPE ASSOCIATES, INC.

Brehm
ARCHITECTS

RECEIVED
APR 03 2014
BY: _____



ITASCA TAP HOUSE, INC.
100 S. WALNUT STREET
ITASCA, IL
PROJ. NO: 1102




Carlson
 LANDSCAPE ASSOCIATES, INC.
 Landscape Architects - Contractors - Wholesale
 2301 Winchester Road
 P.O. Box 6810
 Libertyville, IL 60048
 847-949-5533 Fax 847-949-7154

**ITASCA
 TAP
 HOUSE**

at
 100 S. WALNUT
 ITASCA, IL

PROJECT
**Site Development and
 Landscape Improvements**
 DRAWING NUMBER

DRAWING TITLE
Enlarged View
 SHEET NUMBER

SCALE
1" = 5'-0"
 DESIGNED/DRAWN BY



JAC

ISSUE #	DESCRIPTION	DATE
1	Submittal Set	04.02.14

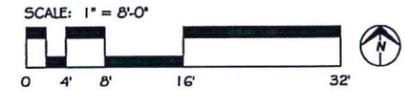
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 INC., THE SIGNATURE BLOCK BELOW
 WILL BE COMPLETE AND CARRY THE
 CORPORATE SEAL.

LANDSCAPE ARCHITECT
 DATE

EXHIBIT

DISCLAIMER:
Please reference a signed and sealed hard copy version of the ALTA/ACSM LAND TITLE SURVEY by

GENTILE AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS
File Order No. 10-20010
dated December 14, 2010 and revised December 23, 2010



Carlson
LANDSCAPE ASSOCIATES, INC.
Landscape Architects - Contractors - Wholesale

2301 Winchester Road
P.O. Box 6810
Libertyville, IL 60048
847-949-5533 Fax 847-949-7154

**ITASCA
TAP
HOUSE**

at
**100 S. WALNUT
ITASCA, IL**

PROJECT
**Site Development and
Landscape Improvements**
DRAWING NUMBER

LS-2
DRAWING TITLE
DIMENSIONED SITE PLAN

SHEET NUMBER

2 of 4

SCALE
1" = 8'-0" or as noted

DESIGNED/DRAWN BY

JAC

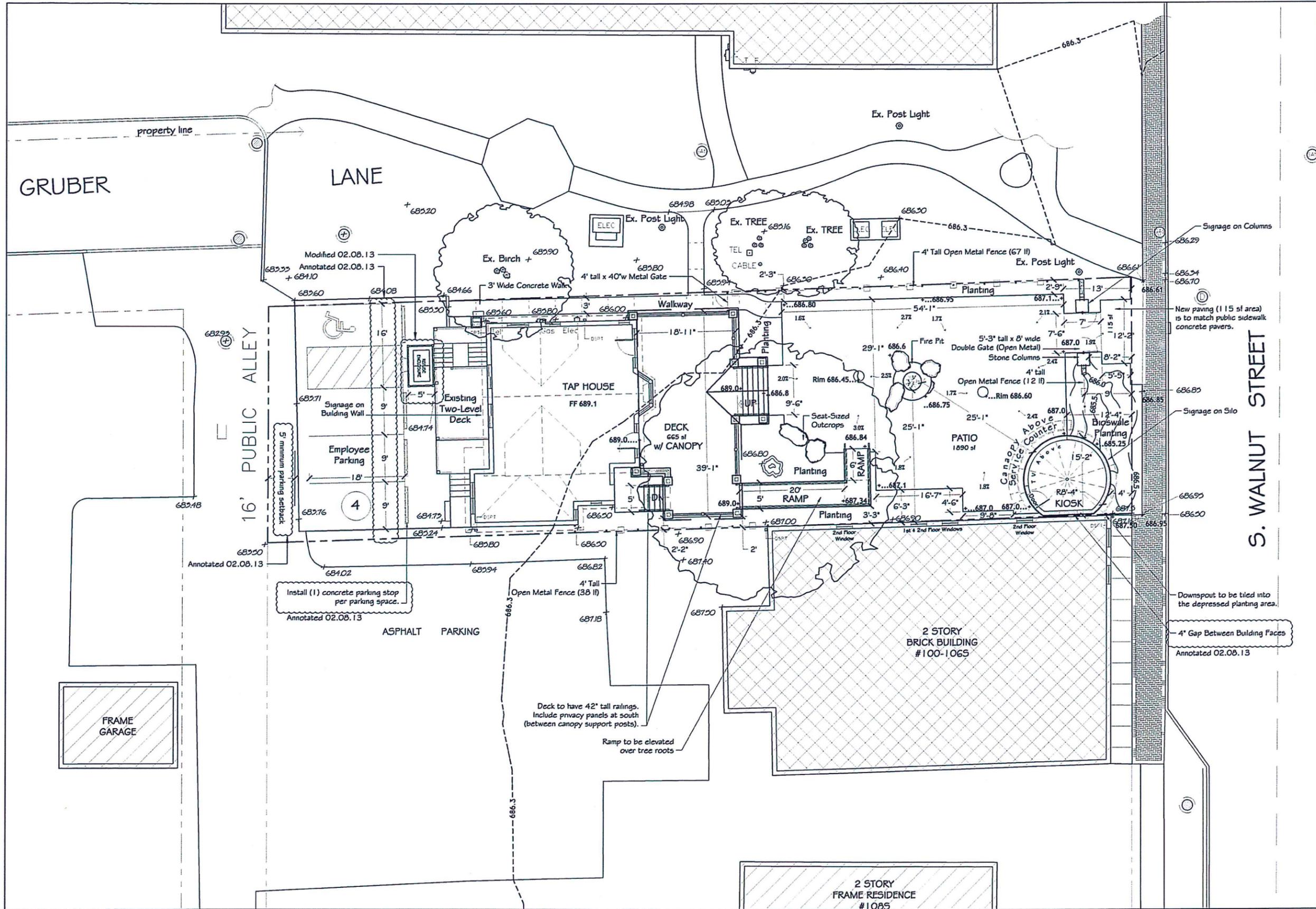
ISSUE #	DESCRIPTION	DATE
01	Submittal Set	04.03.14

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LANDSCAPE ARCHITECT

DATE

LS-2



DISCLAIMER:
Please reference a signed and sealed hard copy version of the ALTA/ACSM LAND TITLE SURVEY by

GENTILE AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS
File Order No. 10-20010
dated December 14, 2010 and revised December 23, 2010

SCALE: NOT TO SCALE



Carlson
LANDSCAPE ASSOCIATES, INC.
Landscape Architects • Contractors • Wholesale

2301 Winchester Road
P.O. Box 6810
Libertyville, IL 60048
847-949-5533 Fax 847-949-7154

**ITASCA
TAP
HOUSE**

at
100 S. WALNUT
ITASCA, IL

PROJECT
**Site Development and
Landscape Improvements**
DRAWING NUMBER

DRAWING TITLE
**Preliminary
Landscape Lighting Plan**
SHEET NUMBER

4 of 4

SCALE
Not to Scale

DESIGNED/DRAWN BY

ISSUE #	DESCRIPTION	DATE
1	Submittal Set	04.03.14

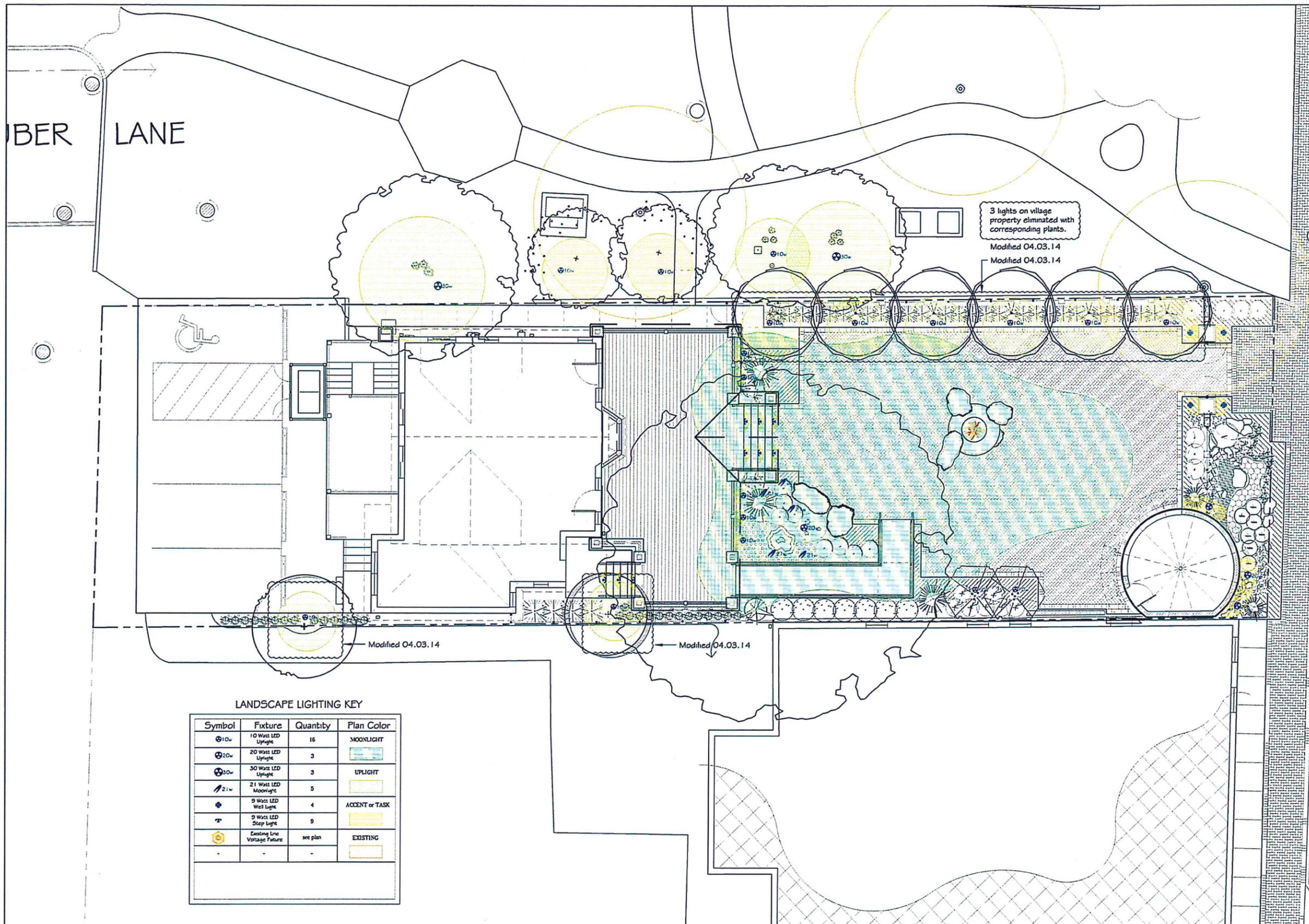
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INC., THE SIGNATURE BLOCK BELOW
WILL BE COMPLETE AND CARRY THE
CORPORATE SEAL.

LANDSCAPE ARCHITECT

DATE



L-4
**LANDSCAPE
LIGHTING**



LANDSCAPE LIGHTING KEY

Symbol	Fixture	Quantity	Plan Color
⊙10w	10 Watt LED Uplight	16	MOONLIGHT
⊙20w	20 Watt LED Uplight	3	
⊙30w	30 Watt LED Uplight	3	UPLIGHT
⊙21w	21 Watt LED Moonlight	5	
⊙	9 Watt LED Wall Light	4	ACCENT or TASK
⊙	9 Watt LED Step Light	9	
⊙	Existing Line Voltage Fixture	see plan	EXISTING
-	-	-	




Carlson
LANDSCAPE ASSOCIATES, INC.

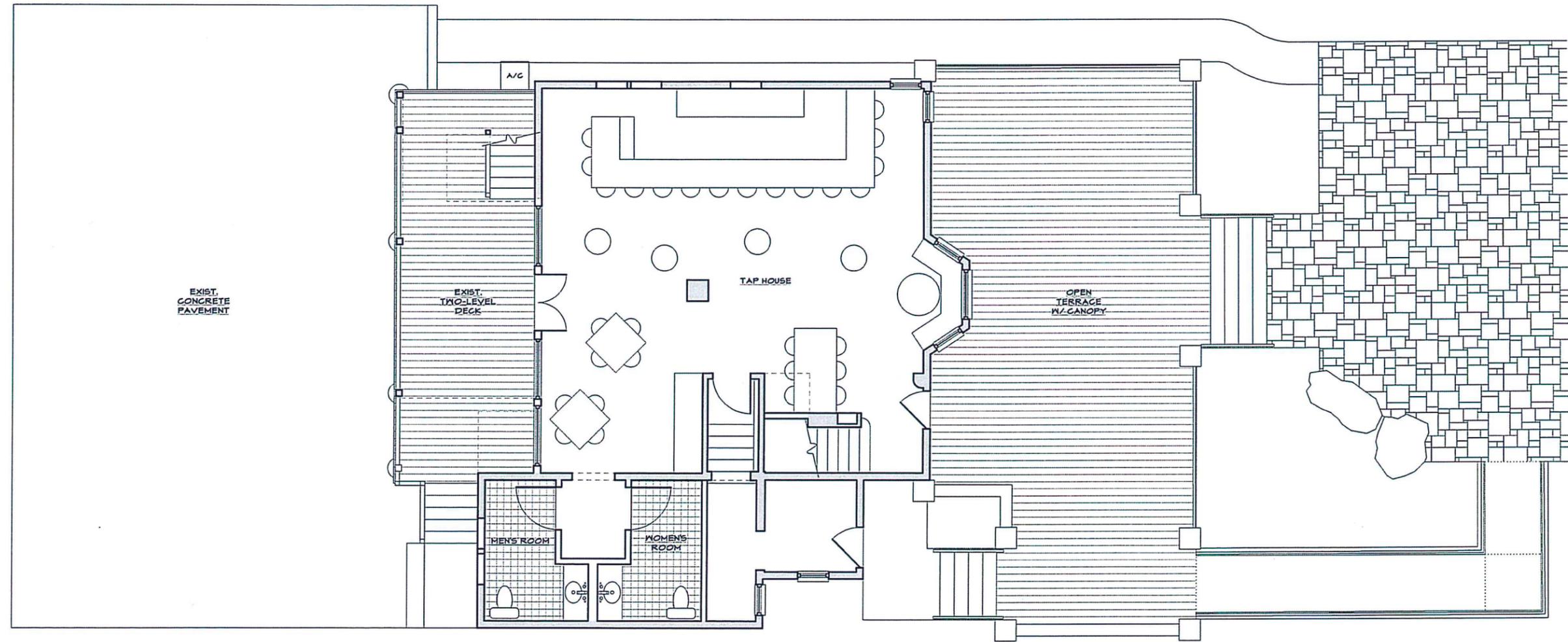

Brehm
ARCHITECTS

ITASCA TAP HOUSE, INC.
100 S. WALNUT STREET
ITASCA, IL
PROJ. NO: 1102

11 · 07 · 12



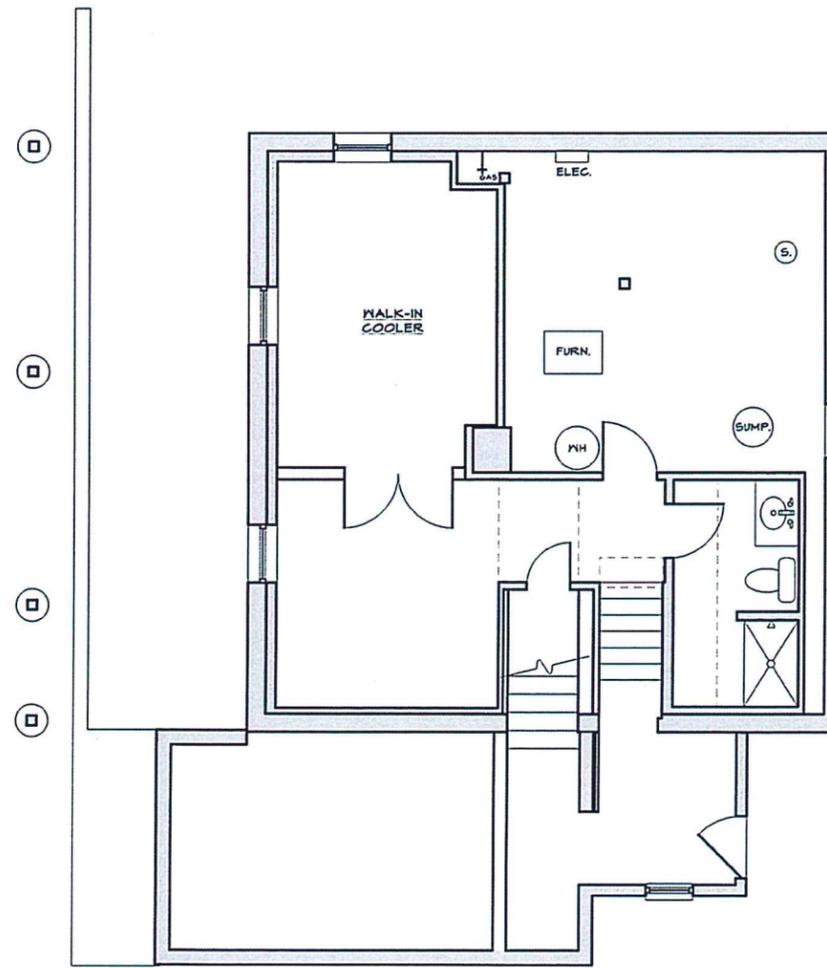
3 South Prospect Avenue
Park Ridge, Illinois 60068
847.698.0288
fax 847.698.0292



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

ITASCA TAP HOUSE, INC.
100 S. WALNUT STREET
ITASCA, IL
PROJ. NO: 1114

11 · 07 · 12



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

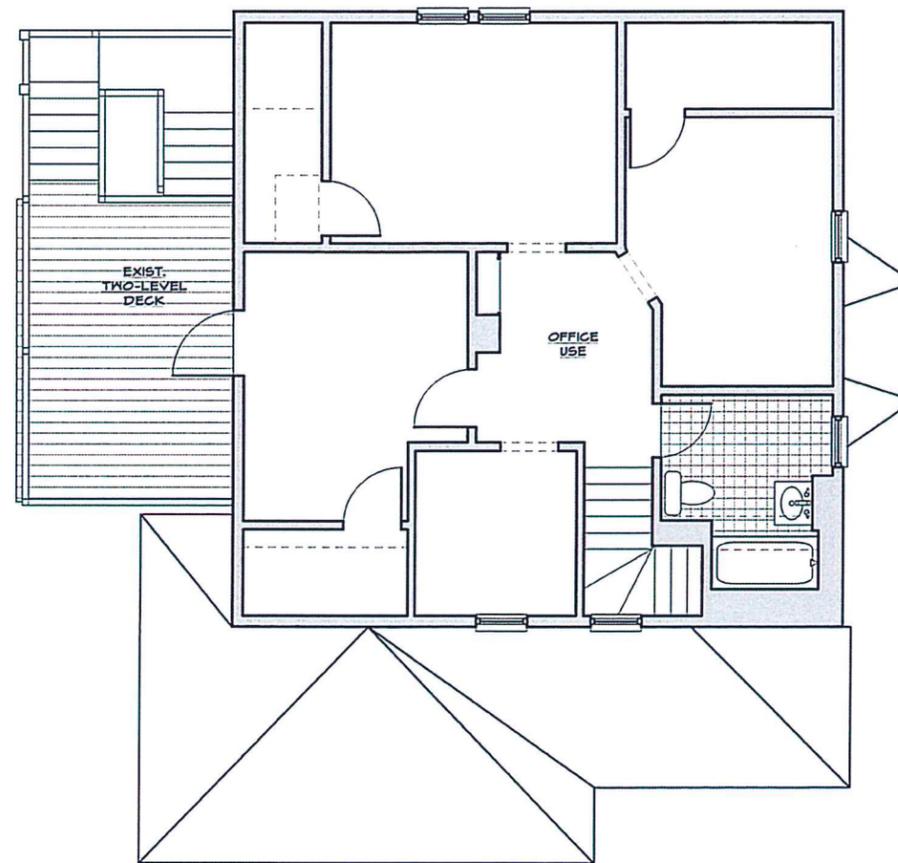
ITASCA TAP HOUSE, INC.

100 S. WALNUT STREET
ITASCA, IL
PROJ. NO: 1114

11 · 07 · 12



3 South Prospect Avenue
Park Ridge, Illinois 60068
847.698.0288
fax 847.698.0292

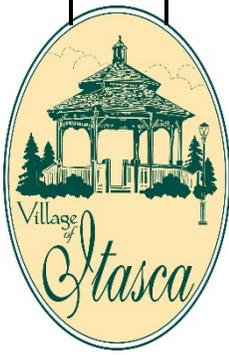


EXIST. SECOND FLOOR PLAN NORTH
SCALE: 1/8" = 1'-0"

ITASCA TAP HOUSE, INC.

100 S. WALNUT STREET
ITASCA, IL
PROJ. NO: 1114

11 · 07 · 12



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: April 14, 2016
SUBJECT: Remote Deposit

Attached you will find an agreement with Itasca Bank and Trust for Remote Deposit Services.

AUDIT COMMENT

During the Village's last annual audit for fiscal year ending April 30, 2015, the auditors from Sikich communicated to the Village Board the following comment:

Cash Receipts Support

During our observation of the cash receipting process, we became aware that the Village does not currently have a system in place where checks, or copies of checks, are kept as support of monies taken in. We recommend that the Village consider implementing a system that involves, at a minimum, retaining that copies of checks as support for monies taken in.

In previous Village's that I have worked for, we either made a copy of the checks or scanned the checks and stored them on our server. In both of these cases, these options were available due to the design capabilities of the copy machine located within the finance department. The Village's current copy machine is not equipped to function at the same functionality due to the model the Village currently uses. In order for staff to satisfy this comment, staff would have to physically scan or copy each check by hand or the Village would have to acquire a new copy machine that has the proper capabilities. Neither of these options are feasible for the Village to consider.

REMOTE DEPOSIT

One option the Village has to address the auditors comment to produce the records they are requesting, is to introduce the ability to do a remote deposit. The remote deposit service provides the ability to deposit a check into a bank account from a remote location, such as an office or home, without having to physically deliver the check to the bank.

This option was requested from our bank by the Village primarily to satisfy the auditor's comments due to the fact that we are not currently equipped to satisfy this comment without considering options that are not cost beneficial to the Village at this point in time. Not only will this service option satisfy the auditors comments, but it will increase the productivity of check processing, decrease trips to the bank from daily deposits to weekly deposits (or as needed) allowing time to be spent on other competing tasks,

and reduce the deposit float in which the checks will be deposited into our bank account the same day they are processed.

Due to our current relationship with Itasca Bank & Trust, they are offering this service to the Village at **no additional cost.**

RECOMMENDATION

I recommend that the Village Board approve the agreement with Itasca Bank and Trust to provide the service of remote deposit to the Village at no additional cost.

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

Thank you!



Agreement

This Agreement for Click Deposit Services is entered into as of 03/04/2016 the "Effective Date", by **Itasca Bank & Trust Co.** (the "Bank"), a banking corporation with its principal place of business at 308 West Irving Park Road, Itasca, Illinois 60143, and Village of Itasca ("Customer") a Public Funds with its principal place of business at 550 W Irving Park Rd Itasca IL 60143-2018

WHEREAS, the Bank provides certain check clearing services known as Click Deposit, whereby Customer is provided and allowed to use an imager specified by the Bank to scan paper checks to create an image file to send to the Bank. Customer agrees to purchase and configure equipment and software according to the requirements of the Bank, as well as provide telecommunications services to connect to the Bank's system. Images captured will be transmitted to the Bank, processed and then sent to the Federal Reserve or through a correspondent check clearing network, enabling Customer to clear their daily check deposits electronically as images, instead of physically transporting the checks to a local depository. When necessary, the Bank will prepare "Substitute Checks"/ Image Replacement Documents-IRD (as that term is defined in the Check Clearing For the 21st Century Act, also known as Check 21, and implemented through Regulation CC) to facilitate the deposit and collection of Customer's items. Customer is responsible for having adequate equipment, data communications, and plans for a contingency alternative in the event of a breakdown in the equipment. Customer is likewise responsible to ensure that the checks scanned meet the American National Standards Institute (ANSI) standards for image quality. Customer will cooperate with the Bank in the event the Bank needs assistance in the balancing of transactions, or such items will be placed in a suspense account by the Bank pending resolution;

**WHEREAS, Customer desires to use such services, under the conditions as set forth herein;
NOW, THEREFORE, the Bank and Customer hereby agree as follows:**

Fees

Customer agrees to pay the Bank fees and charges for the Services rendered under the Agreement as calculated according to the fee schedule submitted to the Customer (see Attachment A), and for any other fees and charges not covered under such fee schedule for any Customer- required service or in the opinion of the Bank is required. The Bank may periodically amend its fee schedule, however, such changes will not be effective until the next billing cycle after the Customer has been notified of such changes.

Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between the Bank and Customer with respect to the Bank's Terms and Conditions Agreement ("Account Agreement").

Hardware

System requirements and scanner information are provided in a separate document/disk. To perform Click Deposit, Customer must use the Bank-provided check scanning hardware. Customer must meet system requirements for workstation, operating system and telecommunication connectivity.

Eligible Items

Only original checks drawn on financial institutions within the United States may be deposited. Cash and savings bonds are not eligible for scanning. Foreign checks or instruments of deposit must be entered for collection consistent with the Bank's current deposit requirements. The Bank generally does not allow Customer to deposit checks issued by and drawn on the Customer accounts or affiliates of the Customer and its accounts (this may only be allowed on an exception basis).

Image Quality

Checks scanned must meet standards for image quality as established by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. The image should meet the requirements of a substitute check, as defined by Regulation CC, as it must accurately represent all of the information on the front and back of the original check as of the time the original check was truncated, including all endorsements applied by previous parties that handled the check. Bank will not be responsible for the consequences of any drawee bank failing or refusing to process an item as a result of poor image quality.

Receipt of Files

Cut-off times are set forth on Attachment B. A "business day" is a day on which the Bank is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday). Customer shall receive same day credit for all items processed and transmitted successfully to Bank by 4:00 p.m. (central standard time). Exceptions to the cut-off time may be made on bank holidays. The fact that the Customer transmits a file does not mean that the Bank received the file. The Bank must specifically acknowledge receipt of the file for the deposit to be received. Acknowledging receipt of the file does not mean that the Bank acknowledges that the file contains no errors or that it is responsible for the information in the file. Credit given for the file is provisional and the Customer indemnifies and holds the Bank harmless for any loss (including reasonable attorneys' fees and Court costs) incurred by or asserted against the Bank as a result of, in connection with or relating to the Bank processing or accepting, for deposit of any check or item in a file received by the Bank. The Bank reserves the right to reject the file without liability to the Customer. The Bank is not responsible for files which it does not receive or for images that are dropped during the transmission. The Bank disclaims liability for alterations made to files after they are transmitted to the Bank. Files received after the time of the cut-off period will be credited on the next business day.

Method of Presentment of Items

The Bank reserves the right to select the clearing agents from which the Bank clears items and the Customer agrees to be bound by any clearinghouse agreements, including NACHA- the Electronic Payments Association, operating circulars, image exchange agreements, to which the Bank is a party.

Rejection Of Entries

The Bank may reject any deposit (1) that does not comply with the requirements of this Agreement, (2) if Customer has failed to comply with its account balance obligations, or if (3) Customer does not adhere to security procedures as described in Attachment B.

Notice Of Returned Entries

The Bank shall endeavor to notify Customer by phone, fax or electronic transmission (including email) of the receipt of a returned item one business day after the day of such receipt. The Bank shall have no obligation to retransmit a returned item if Bank complied with the terms of notification with respect to the original item.

Availability of Funds

The Bank will make funds from the Customer's deposits available on the first business day after the receipt of the deposit. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Deposits made after 4:00 p.m., or on a day which is not one of the business days, will be considered deposited into the Customer's account on the next business day the Bank is open. Exceptions to the cut-off time may be made on Bank holidays.

In some cases, the Bank will not make funds deposited by check available on the first business day after the day of your deposit. Depending on the type of check deposited, funds may not be available until the fifth business day after the day of the deposit. If the Bank is not going to make all of the funds from the deposit available on the first business day, the Bank will notify the Customer on the day after the date of receipt of the deposit. In addition, funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a check deposited will not be paid.
- Customer re-deposits a check that has been returned unpaid.
- Customer has overdrawn their account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

The Bank will notify Customer in the event any one or more of the above delays occur.

Warranty and Indemnification

With respect to each and every remote deposit initiated by Customer, Customer represents and warrants to the Bank that each person initiating the deposit on behalf of the Customer has been duly authorized and such authorization is operative at the time of transmittal.

Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC (Office of Foreign Assets Control). None of Customer's employees or Customers can be a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organization", as defined by the United States Office of Foreign Assets Control.

The Customer also warrants:

- Only acceptable items (e.g. original checks) will be deposited.
- The images meet the quality standards set forth in this Agreement.
- There are no duplicate files or items deposited.
- Customer will not subsequently deposit the original check.
- All information provided by the Customer to the Bank is accurate and true.
- The Customer and its clients with whom it does business are reputable and are not using the Bank as a conduit for money laundering or other illicit purposes.
- Checks will be properly endorsed prior to transmitting the file to the Bank for processing.
- Files do not contain viruses.

The Customer shall be bound by and comply with the rules in effect from time to time, including, without limitation, the provisional payment of a remote deposit by the Bank until receipt by the Bank of final settlement for such deposit. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the Bank shall be entitled to a refund from the Customer.

Customer agrees to indemnify and to hold the Bank harmless against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the representations or warranties including, but not limited to, missing or improper endorsements.

Scanner Product

The scanner should be used solely in connection with the service described in this Agreement with the Bank and only at its locations in the United States. Upon termination of the service, the Customer will be obligated to return the scanner equipment to the Bank. The Customer shall not remove, alter or obscure any trademark, trade name, or logo affixed to the scanner equipment, or accompanying labels, packaging, or containers. Customer acknowledges that it has no right or interest in any such trademarks, trade names or logos.

Customer expressly agrees that it shall have no claim or cause of action against the Bank, and the Bank shall have no liability whatsoever to Customer, for any breach by any manufacturer of any manufacturer's warranty available for the scanner equipment. **THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OR ANY KIND WITH RESPECT TO THE SCANNER EQUIPMENT OR THE OPERATION THEREOF (INCLUDING QUALITY, DURABILITY, CONDITION OR OTHERWISE), INCLUDING, WITHOUT LIMITATIONS, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE HEREBY DISCLAIMED BY THE BANK.**

The Bank shall have no obligation under this Agreement to (a) make changes to the scanner product, (b) furnish or install operating supplies, accessories or other consumables (such as ink and other cleaning supplies); (c) service options, attachment or other equipment or software not part of the scanner product; or (d) provide emergency or other services not specifically provided for in this Agreement.

The Bank does not warrant that the use of the service, the scanner product or the software will be uninterrupted or error free.

Support services will be provided by the Bank for the scanner. In the event the Customer is experiencing problems with the performance of the scanner, the Bank will provide a replacement scanner within two business days.

Any scanner product that is not in good operating condition due to one or more of the following causes may not be covered by the support services, and will be repaired by the Bank in its sole discretion and only upon the payment by the Customer of additional charges: (a) an alteration to the scanner product not approved by the Bank; (b) Customer's or any other third party's negligence or intentional acts; (c) misuse or abuse by Customer or a third party, including failure to operate and maintain the scanner product in accordance with the manufacturer's or Bank's scanner product documentation or specifications or improper testing, installation or handling of the scanner product; (d) failure to install an update to the extent caused by the failure to install such update; (e) failure of equipment not maintained by the Bank; (f) attachment, use or integration of equipment not approved by the Bank or otherwise meeting the Bank's specifications; (g) improper use of or failure to use supplies; or use of supplies not meeting the manufacturer's or Bank's specifications; (h) fire or water damage; (i) any other causes external to the scanner product such as electrical power fluctuations or failure; and (j) acts of God or other types of catastrophic damage. Customer shall bear the risk of loss or damage, from any cause, including theft or destruction of the scanner product or any part thereof, and Bank shall have no liability to Customer or any other third party for any such loss, damage, theft or destruction.

Scanner license

The Bank grants to Customer and Customer accepts from Bank a personal, nonexclusive and nontransferable license to use each scanner. Customer will install and use the scanner only on Customer's computers located at the premises described in this Agreement. The Customer will use the scanner product only in the United States. Customer acknowledges that the system is date sensitive and the Customer is responsible for maintaining the correct date thereon; if there is any discrepancy between Customer's system date and Bank's system date, the Bank's system date will be conclusive and binding.

The Customer:

- acknowledges and agrees that it will not have any ownership or other proprietary rights in the scanner equipment or any other documents or materials supplied to or available for access by the Customer in connection with the services, software scanner product or otherwise;
- acknowledges that the scanner equipment is protected by the copyright or trademark laws of the United States and the products, services and security relating thereto are confidential and proprietary trade secrets, and of substantial value to the owner thereof, and agrees that such information will be kept confidential and carefully and continuously controlled;
- will not, and will not permit others to, directly or indirectly copy, duplicate, or furnish to others any physical or magnetic version of the materials or any portion thereof;
- will use reasonable measures to protect the scanner equipment and related materials from unauthorized copying, dissemination, disclosure or use;
- will include all copyright, trade secret and any other proprietary notices and legends that are on the initial copy of the materials on each copy thereof that the Customer is permitted to make;
- will not remove, alter or obscure any trademark, trade names, logos, copyright or other notice, symbols or labels contained or included in or on any of the scanner product, transfer, rent or license the scanner product, change or modify the scanner product;
- agrees that, unless otherwise agreed by the parties in writing, the scanner product and materials will be used by the Customer and its authorized representatives only (or, with the Bank's consent, the Customer's affiliates in accordance with the terms of this Agreement) and will not be used for, or on behalf of, others and that the Customer will not disclose, publish, release, transfer or otherwise make the scanner equipment or materials available in any form to, or for the use or benefit of, any other person or entity, other than as provided above; and
- agrees to be fully responsible for compliance with all of the terms and conditions of this Agreement by its employees and authorized representatives.

Limitations On Liability; Indemnity

Standard of Care. Notwithstanding any provisions of this Agreement providing to the contrary, the Bank's liability to Customer for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction, shall be limited to an amount equal to interest losses attributable thereto, however, the Bank's liability to Customer for any loss or damage arising from or relating to this Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to the Bank's willful misconduct or gross negligence in performing the Services, and in no event shall the Bank be liable for any:

- (i) consequential, special, incidental, punitive or indirect damages or lost profits, even if the Bank has been advised of the possibility of such damages,
- (ii) the acts or omissions of a third party servicer or vendor used by Customer, or any loss, cost, damage or expense incurred by any person or entity in connection therewith,
- (iii) any loss, cost, expense or damage to Customer in connection with any communication link, or Customer's use thereof,
- (iv) any interception of any information relating to the Customer or its transactions as a result of:
 - (a) Customer communicating information to the Bank, or
 - (b) use of the Internet, or
 - (c) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system or any other third party, or for the inaccuracy or omission in a notice or communication received by the Bank from Customer or any other third party.

The Bank's liability hereunder for interest losses will be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago for the period involved.

Customer agrees to indemnify and hold the Bank harmless from and against any and all Losses relating to or arising in connection with the services, Customer's use of the services, any communication link, or any other matters related to this Agreement, including, without limitation, (i) the Customer's violation of any of its agreements or breach of any of its representations or warranties under this Agreement or the Rules and (ii) the acts or omissions of Customer (including its agents, employees and representatives) or any third party, or claims that Bank is responsible for any act or omission of Customer or any third party; provided, however, the Customer shall not be obligated to indemnify Bank for claims, losses or damages attributable to Bank's gross negligence or willful misconduct. This indemnity will survive the termination of the Agreement.

In addition, the Bank's cumulative liability to Customer in any 12 month period for any loss or damage arising from or relating to the services, the scanner product or Customer's use thereof, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or gross negligence, up to a maximum amount of the aggregate fees paid by the Customer to the Bank for Click Deposit during the previous 12 month period.

The Bank strongly recommends that the Customer take the necessary measures to ensure that the Customer performs daily back-ups of data used in connection with the service and the hard drives of the personal computers and/or the servers used in connection therewith.

Limitation on Actions

No action arising out of or relating to the services described in this part may be brought by either party more than one (1) year after a cause of action has accrued. The Customer's remedies set forth in this Agreement are exclusive.

Maintenance, Retention and Destruction of Original Items

The Customer must securely store the checks and establish security procedures that limit access to the checks. The Bank will allow the Customer to retain the original checks for the first 30 days of service. The Customer agrees to only retain the original checks for 14 days thereafter. Original checks should be destroyed by shredding or other secure methods.

Return Items

Any return items will not be of original checks. If an item is dishonored, the Customer will receive an image of the original check or a substitute check as the charged-back item. Applicable fees will apply (refer to Itasca Bank & Trust Schedule of Fees and Service Charges).

Recording and Use of Communications

Customer and the Bank agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

Cooperation in Loss Recovery Efforts

In the event of any damages for which the Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, the Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

Notices

Except as otherwise provided in this Agreement, all notices concerning the administration of the terms of this Agreement between Customer and Bank (e.g., termination, breach, amendments or waiver of rights) that are sent by either Customer or Bank shall be in writing.

Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

Any such notice will be effective either on the date it is actually received by the receiving party or 10 days after it is mailed by first class mail whichever is earlier; provided, however, that a notice sent by Customer terminating this Agreement shall be rendered ineffective if Customer uses or avails itself of any such terminated service after the date of termination contained in such notice.

The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in the Customer's business resolution on file. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, email certified by PGP or a digital signature, postage prepaid, or by express carrier, and, if to the Bank, addressed to Itasca Bank & Trust Co., 308 W. Irving Park Rd., Itasca, IL 60143. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

Account Reconciliation

Customer is required to closely examine notices and statements sent to the Customer by the Bank. Entries credited to a Receiver's account maintained with Bank will be reflected on Customer's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Customer. Customer agrees to notify the Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, Customer agrees that the Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to any deposit shown on such periodic statement. If Customer fails to notify the Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Bank.

Contingency Plan

In the event Customer is unable to transmit the remote deposit, or under other emergency conditions, Customer should take the original checks to the Bank office or consider using overnight delivery to the Bank.

Confidentiality

Customer acknowledges that the services, any database, and any proprietary data, processes, methods, information, or documentation disclosed or made available as part of the services are the exclusive and confidential property of the Bank. Customer should use the same care and discretion that it does with respect to its own confidential property, but in no event less than reasonable care. Customer will at all times have appropriate policies in effect to ensure the confidential status of such information. Customer will be responsible for the acts and omissions of its employees, agents and representatives with respect to the confidential information. Customer will promptly notify

Bank of any compromise of security, including any unauthorized use or possession of the devices or the software. Customer shall be responsible for any liability, loss, or damage resulting from Bank's actions taken in accordance with instructions to Bank from unauthorized person when accompanied by the applicable devices. Upon termination of this Agreement for any reason, Customer shall return to Bank any and all copies of the confidential information which are in its possession and control.

Customer agrees not to discuss or reveal this Agreement or any fees specified in this Agreement with anyone other than employees, agents and representatives of Customer, who require such information in the ordinary course of scope of their employment and other individual whose assigned duties reasonably require that such disclosure be made, or if disclosure is require in the case of legal process.

Security Procedures

The Customer and the Bank shall comply with the security procedure requirements described in Attachment B attached hereto with respect to deposits transmitted by Customer to the Bank. Customer acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Bank and Customer.

Customer is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logins, passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures described in Attachment B. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify the Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers. The Bank has the right to perform audits, including those covering the Customer's Information Technology (IT) infrastructure, or on an outsourced basis, or may obtain from the Customer copies of their independent internal control audits.

The Customer agrees to maintain antivirus software, firewalls and current security patches/upgrades on any computer equipment used with the Click Deposit system. The equipment should not be used to deposit checks at other financial institutions.

Account Opening Documentation

Required account opening documentation may include: Articles of Incorporation, By Laws, Tax Identification Number, and/or a business license. The Bank may also require a description of the Customer's business and/or product offering. The Bank will verify Customer's identity using the appropriate Bank Secrecy Act and Patriot Act verification.

Financial Information

Customer may be required to submit financial or other information related to the business to the Bank upon request. Customer will notify the Bank of any change in locations, transaction volumes or the financial condition of the Customer.

Force Majeure

Notwithstanding any other provisions of this Agreement, the Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement if such failure, error, malfunction or delay results from acts of God, strikes or stoppages or labor, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions, legal or regulatory restrictions applicable to the Bank, the Customer, or the related service or transaction, or any other factor, medium, instrumentality, condition or cause beyond the Bank's controls. In addition, Bank shall be excused from failing to transmit or delay in transmitting any transaction if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank otherwise violating any provision of any present or future risk control program of the Federal Reserve or any other rule or regulation of any other U.S. governmental regulatory authority.

Entire Agreement

This Agreement (including the Attachments) together with the Terms and Conditions Agreement (Account Agreement), is the complete and exclusive statement of the agreement between the Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

Waiver

The Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

Severability

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Amendments

From time to time Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Attachments to this Agreement. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer.

Termination

This agreement will continue in full force and effect until terminated. Customer may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day the scanner is returned to the bank and of Bank's receipt of written notice of such termination or such later date as is specified in that notice. The Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Agreement shall not affect the payment obligations of Customer with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this Agreement. Upon termination, Customer will promptly return to the Bank the scanner and any other materials provided to Customer under this Agreement and relating to the terminated Service. The limits on liability and indemnification set forth in their Agreement will survive termination of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable Federal laws including Article 4A of the Uniform Commercial Code, without regard to conflicts of law rules. Bank and Customer each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. The Customer hereby irrevocable submits to the exclusive jurisdiction of the courts of the State and the United States of America for the District in which the Bank's principal place of business is located, and Customer agrees that any legal action or proceeding with response to this Agreement may be commenced in such courts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Village of Itasca

Itasca Bank & Trust Co.

X _____

X _____

Name _____

Name JACK E MENSCHING _____

Title _____ Date _____

Title _____ Date _____

Attachment B

Security Procedures

The Customer's use of these services shall constitute the Customer's agreement that these security procedures are a commercially reasonable means for the Bank to receive and verify the authenticity of instructions in the Customer's name regarding such services. The Company agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all login IDs and passwords that are assigned for initiating transactions using this system. The Bank recommends that users change their passwords at least once every 30 days.

The Customer must securely store the checks and establish security procedures that limit access to the checks. The Bank will allow the Customer to retain the original checks for the first 30 days of service. The Customer agrees to only retain the original checks for 14 days thereafter. Original checks should be destroyed by shredding or other secure methods.

If the deposit needs to be delivered to the Bank, the information must be delivered to the address below. If the Company suspects or believes any such information has been compromised, it shall immediately contact the Bank at the following address:

Emergency Contact:	Carrie Staffeldt	Title:	S.V.P., Operations
Bank:	Itasca Bank & Trust Co.	Phone:	(630) 773 - 0350
Street Address:	308 W Irving Park Rd	Fax:	(630) 773 - 0716
City / State / Zip:	Itasca, IL 60143	Email:	carriestaffeldt@itascabank.com

In the event the Bank needs to contact the Company, the following contact information shall constitute notice if delivered to:

Emergency Contact _____

Title _____

Company Name _____

Street Address _____

City / State / Zip _____

Phone _____ Fax _____

Cell Phone Number _____

Email _____

Transaction Timeframes

A "business day" is a day on which Bank is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday). Customer shall receive same day credit for all items processed and transmitted successfully to Bank by 4:00 p.m. (central standard time). Credit given for the file is provisional. Exceptions to the cut-off time may be made on Bank holidays.

All credit originations represent financial obligations for the Company and Bank. The Bank may reject any Entry if Company has failed to comply with its account obligations.