

# Village of Itasca

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

## Village Board Meeting Agenda

May 17, 2016

7:00 p.m.

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

Phone: 630.773.0835  
FAX: 630.773.2505

1. Call to Order; Roll Call
2. Pledge of Allegiance
3. Audience Participation
4. President's Comments
5. Community Development Committee  
Trustee Latoria, Chairperson
  - a. Discussion and possible action concerning Ordinance #1803-16, "An Ordinance Granting Approval for a Class 1 Site Plan, a Special Use Permit, and Variances for 100 South Walnut Street (Itasca Tap House)"

Documents: [ORDINANCE NO 1803.PDF](#), [ITASCA TAP HOUSE REQUEST FOR APPROVAL12.PDF](#), [ITASCA TAP HOUSE BACKUP2.PDF](#)

6. Administration Committee  
Trustee Santorsola, Chairperson
7. Environmental Committee  
Trustee Leahy, Chairperson
8. Finance Committee  
Trustee Hower, Chairperson
  - a. Presentation of Clerk's Report - December 2015

Documents: [DECEMBER 2015 CLERKS REPORT.PDF](#)

- b. Presentation of Clerk's Report - January 2016

Documents: [JANUARY 2016 CLERKS REPORT.PDF](#)

- c. Presentation of Clerk's Report - February 2016

Documents: [FEBRUARY 2016 CLERKS REPORT.PDF](#)

d. Presentation of Clerk's Report - March 2016

Documents: [MARCH 2016 CLERKS REPORT.PDF](#)

e. Discussion and possible action concerning Approval of the FY 2016-2017 Budget

Documents: [BUDGET FOR APPROVAL.PDF](#)

f. Discussion and possible action concerning Resolution #860-16, "A Resolution Authorizing Execution of an Engagement Letter with McBeath, Fates, & Ivers, P.C. for Professional Bookkeeping Services"

Documents: [ACCOUNTING CONTRACT MEMO FOR APPROVAL.PDF](#), [RESOLUTION NO 860.PDF](#), [VILLAGE ACCOUNTING CONTRACT.PDF](#)

9. Public Safety Committee

Trustee Madaras, Chairperson

10. Public Works/Infrastructure Committee

Trustee Aiani, Chairperson

a. Discussion and possible action concerning Approval of an Agreement between the Village of Itasca and the Illinois Department of Transportation for Construction of Pedestrian Improvements on a Portion of Arlington Heights Road and Irving Park Road

Documents: [PED IMPROVEMENTS MEMO.PDF](#), [LOCATION MAP.PDF](#), [IDOT-FHWA JOINT AGREEMENT.PDF](#)

b. Discussion and possible action concerning Approval of an Illinois Department of Transportation Contract for Construction of Pedestrian Improvements at Five Intersections on Irving Park Road from I-290 Bridge to Rush Street

Documents: [MFT RESOLUTION.PDF](#)

11. Consent Agenda

a. Approval of Ordinance #1802-16, "An Ordinance Granting a Special Use Permit and Variance for 750 Expressway Drive (Amcor)"

Documents: [ORDINANCE NO 1802.PDF](#), [VB MEMO-750 EXPRESSWAY DR. - AMCOR-05.05.16.PDF](#)

b. Approval of Health, Dental, and Life Insurance Renewal

Documents: [HEALTHRENEWALMEMO\\_05.05.16.PDF](#)

c. Approval of Resolution #862-16, "A Resolution Accepting an Offer from Compass Materials American, Inc. for Snow Removal Salt"

Documents: [RESOLUTION NO 862-16.PDF](#)

d. Approval of Resolution #863, "A Resolution Authorizing Execution of Amendment to No. 7 to the HR Green Professional Services Agreement"

Documents: [RESOLUTION NO 863-16.PDF](#)

e. Approval of Resolution #864-15, "A Resolution Authorizing Execution of an Amendment to an Engineering Services Agreement for Federal Participation"

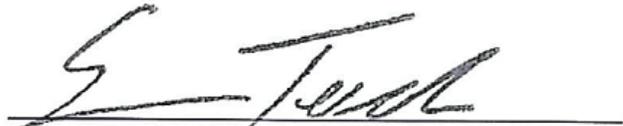
Documents: [ADDENDUM 1 AND BLR 05311 SCAN.PDF](#), [RESOLUTION NO 864-16.PDF](#)

f. Approval of Resolution #865-16, "A Resolution Authorizing Approval of an Engineering Services Agreement between the Village of Itasca and Robinson Engineering for Pedestrian

Improvements at Various Intersections"

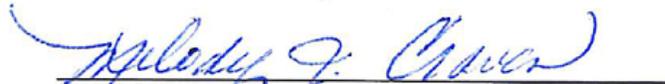
Documents: [CE AGREEMENT.PDF](#), [RESOLUTION NO 865-16.PDF](#)

12. Voucher dated May 17, 2016
13. Department Head Reports
14. Executive Session
15. Adjournment



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Evan Teich, Village Administrator



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Melody J. Craven, Village Clerk

**ORDINANCE NO. 1803-16**

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

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

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

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

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

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

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

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

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

1. The approval of the special use is in the public interest and not solely for the interest of the applicant.
2. The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

3. Such use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity.
4. The proposed use will comply with the regulations and conditions specified in the Zoning Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

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

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

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

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

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<sup>1</sup> Exhibit C consists of the following plans:

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

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

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

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

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

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

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

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

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

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

2. The plight of the owner is due to unique circumstances.
3. The variations, if granted, will not alter the essential character of the locality.
4. The approval of the special use is in the public interest and not solely for the interest of the applicant.
5. The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
6. Such use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity.
7. The proposed use will comply with the regulations and conditions specified in the Zoning Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FIFTEEN: The corporate authorities hereby deny Petitioner a variance from Section 13.01(24) to decrease the minimum distance a sign must be from a lot line from 5 feet to 4 feet.

SECTION SIXTEEN: The corporate authorities hereby deny Petitioner a variance from Section 13.03(2)(c)(9) to increase the maximum letter height on signs from 18 inches to 24 inches.

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

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

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

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

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

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Melody J. Craven



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

## Memorandum

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

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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.<sup>1</sup>

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):

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<sup>1</sup> 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 26<sup>th</sup>, 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 29<sup>th</sup> 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,

A handwritten signature in black ink, appearing to read "Michael Valente", with a long horizontal line extending to the right.

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:

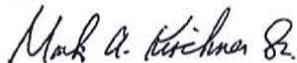
1. Variance from Section 4.06 to allow the proposed accessory "silo" structure to be located in front of the primary building.
2. Variance from Section 4.06 to reduce the minimum distance to the property line for the proposed accessory "silo" structure from 5 feet to 0 feet.
3. Variance from Section 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, 2<sup>nd</sup> 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

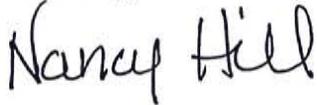
Village of Itasca  
Attn: Nancy Hill, Community Development Director  
550 W. Irving Park Road  
Itasca, IL 60143

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.

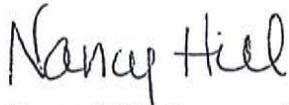
With the Plan Commission's recommendation, the usual next step would have been for the Itasca Tap House to immediately seek final approval from the Village Board. However, in this particular situation, the subject property is located within the floodplain, as indicated on current FEMA floodplain maps. 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](mailto:nhill@itasca.com).

Sincerely,

A handwritten signature in cursive script that reads "Nancy Hill".

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.

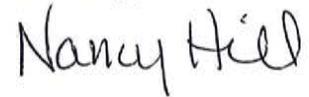
In light of the floodplain maps, even if given approval by the Village Board, the Itasca Tap House would not have been able to build or completely finalize its plans until a resolution is reached with DuPage County over the floodplain maps. Therefore, the Village Board granted the Itasca Tap House an 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, 2<sup>nd</sup> 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](mailto:nhill@itasca.com).

Sincerely,

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

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.

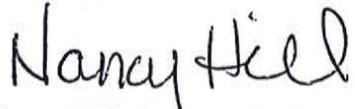
In light of the floodplain maps, even if given approval by the Village Board, the Itasca Tap House would not have been able to build or completely finalize its plans until a resolution is reached with DuPage County over the floodplain maps. Therefore, the Village Board granted the Itasca Tap House an 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](mailto:nhill@itasca.com).

Sincerely,

A handwritten signature in black ink that reads "Nancy Hill". The signature is written in a cursive style with a large, prominent "N" and "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]*  
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



**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:

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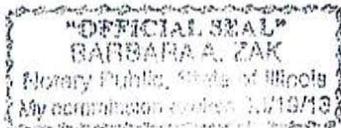
I/WE Chicago Title Land Trust Company, as Trustee aforesaid, DO HEREBY CERTIFY OR AFFIRM THAT I/WE ARE THE OWNER(S) OF RECORD OF THE AFORESAID DESCRIBED PROPERTY AND HEREBY MADE APPLICATION AS SUCH.

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

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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]*  
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

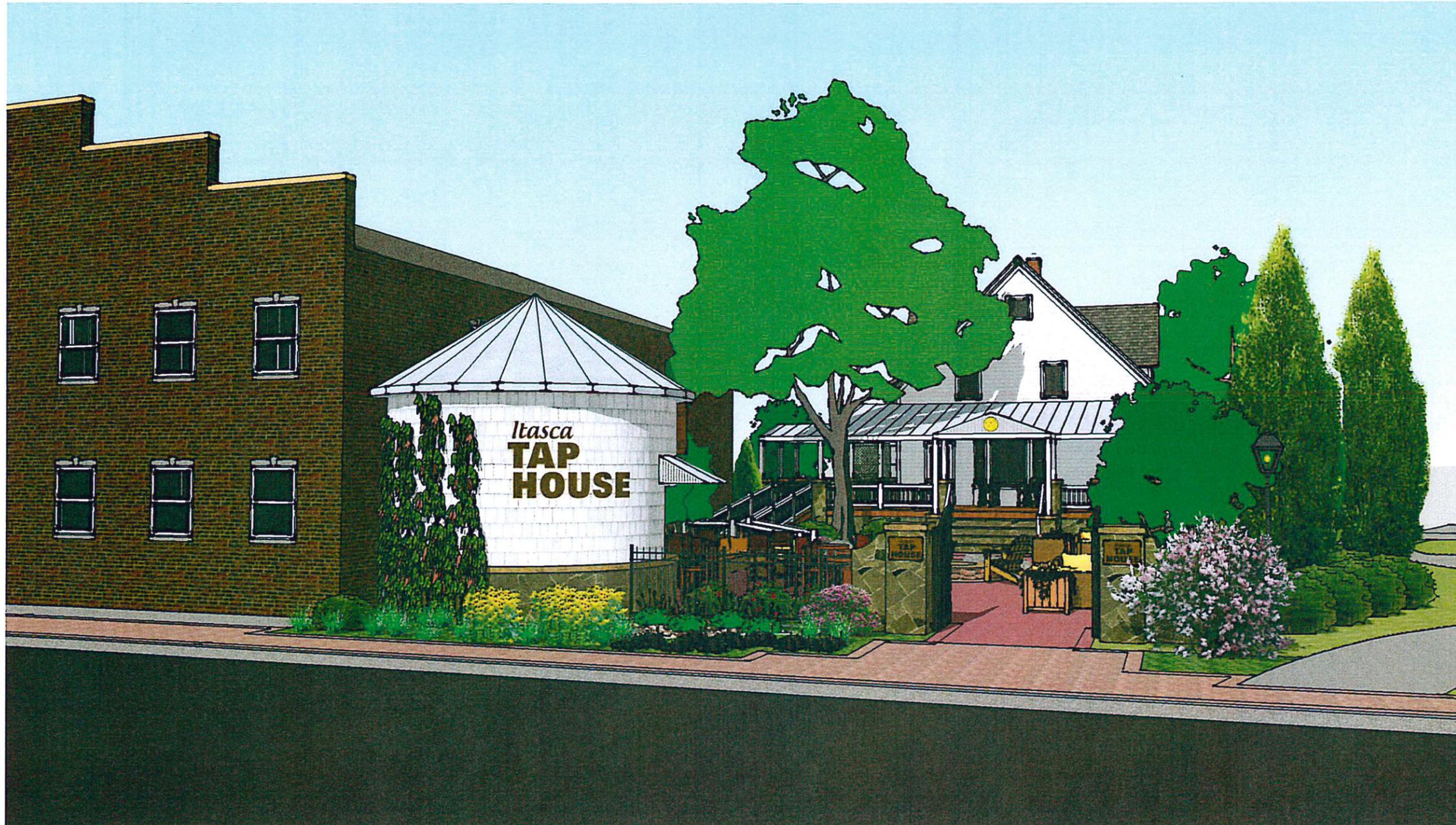
THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED



  
**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

THIS PLAN IS PROTECTED BY  
 COPYRIGHT. NO REPRODUCTION OR  
 USE IN WHOLE OR PART SHALL BE  
 MADE WITHOUT THE WRITTEN  
 CONSENT OF CARLSON LANDSCAPE  
 ASSOCIATES, INC. IN THE EVENT  
 THAT RIGHTS TO THE CONTENTS OF  
 THIS PLAN ARE RELEASED BY  
 CARLSON LANDSCAPE ASSOCIATES,  
 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

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

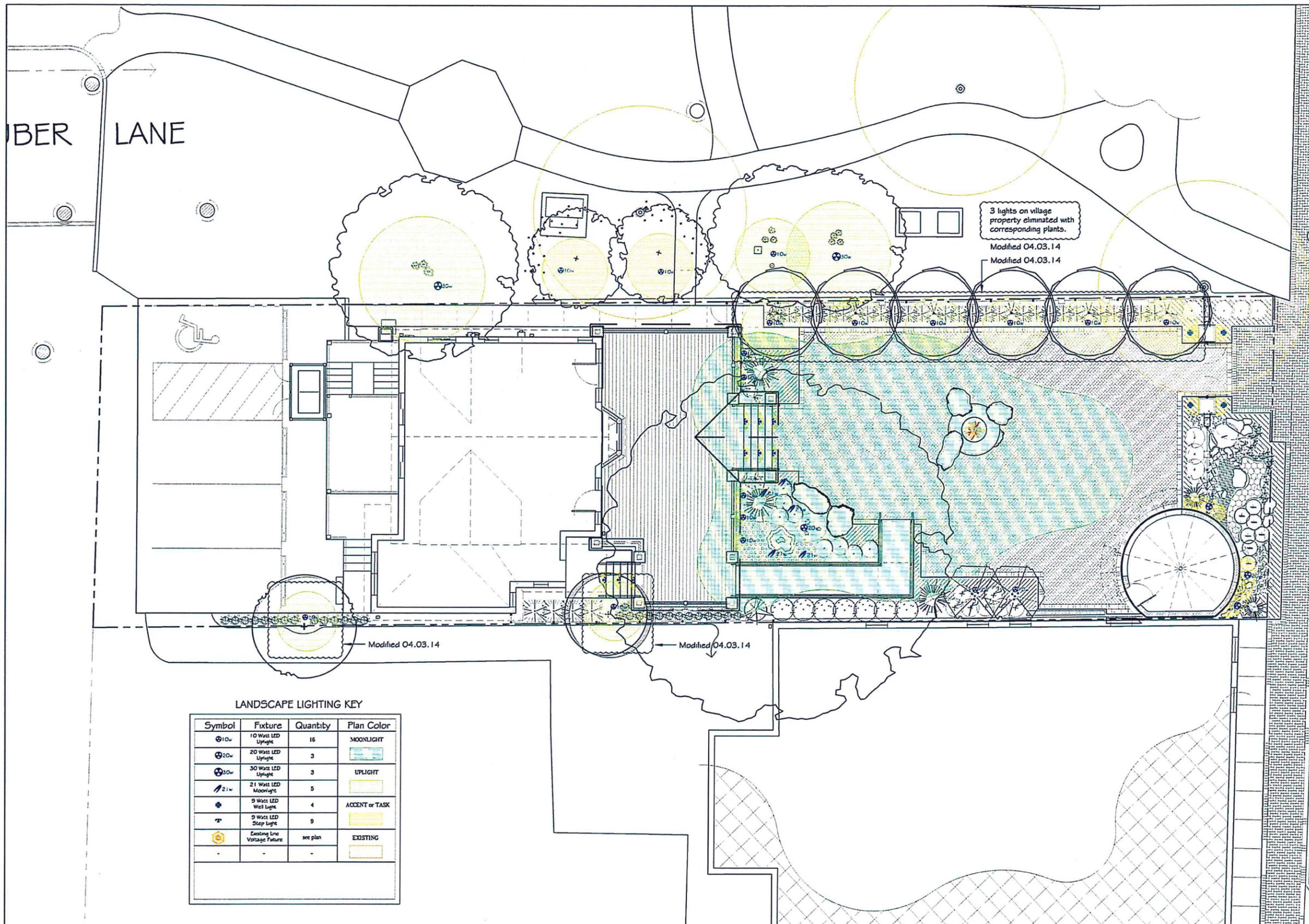
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COPYRIGHT. NO REPRODUCTION OR  
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INC., THE SIGNATURE BLOCK BELOW  
WILL BE COMPLETE AND CARRY THE  
CORPORATE SEAL.

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.

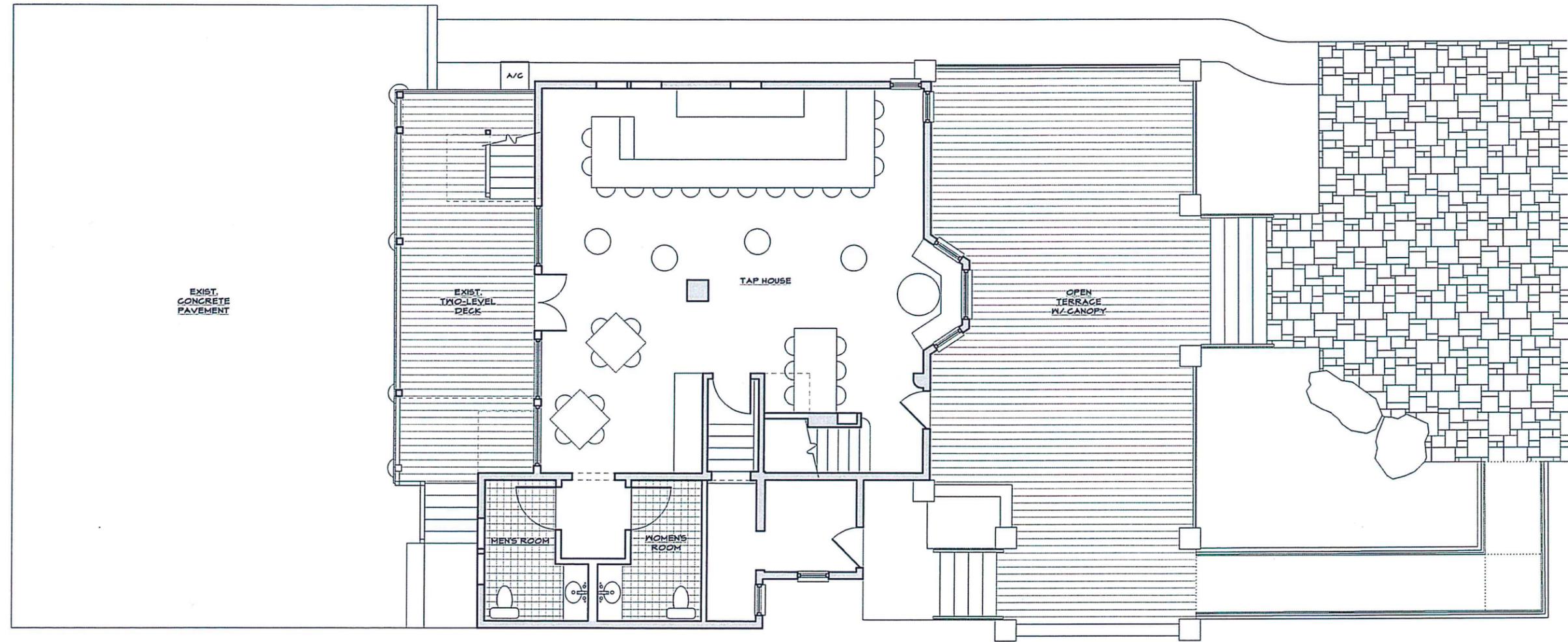
  
Brehm  
ARCHITECTS

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

11 · 07 · 12



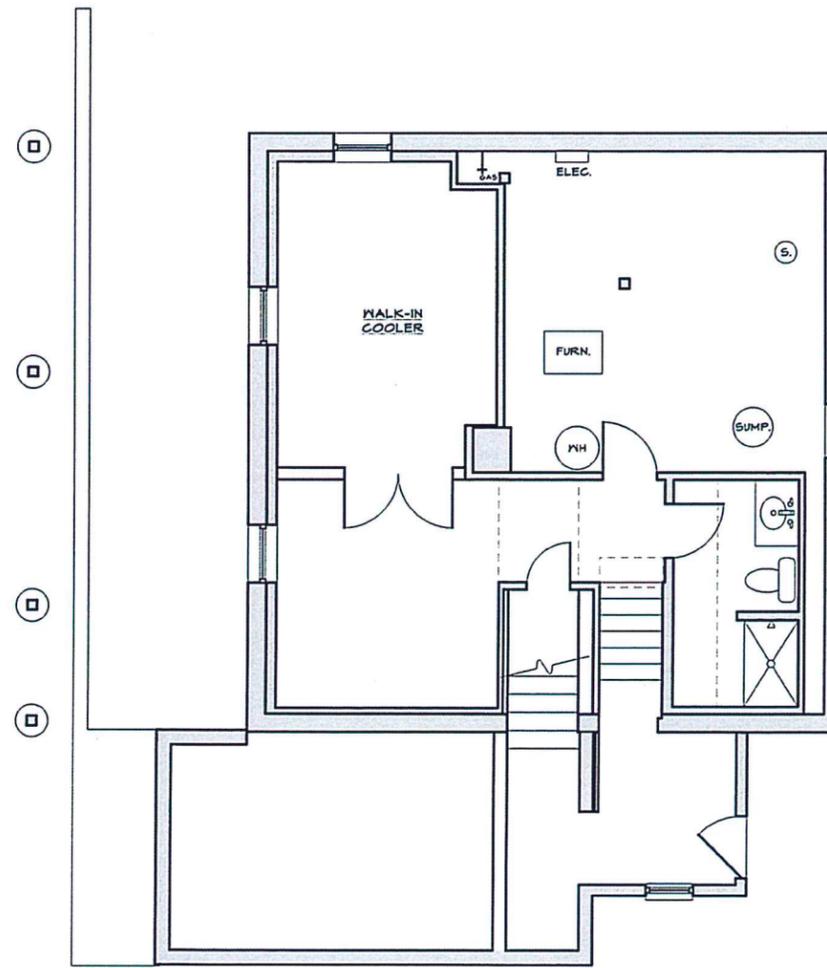
3 South Prospect Avenue  
Park Ridge, Illinois 60068  
847.698.0288  
fax 847.698.0292



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"



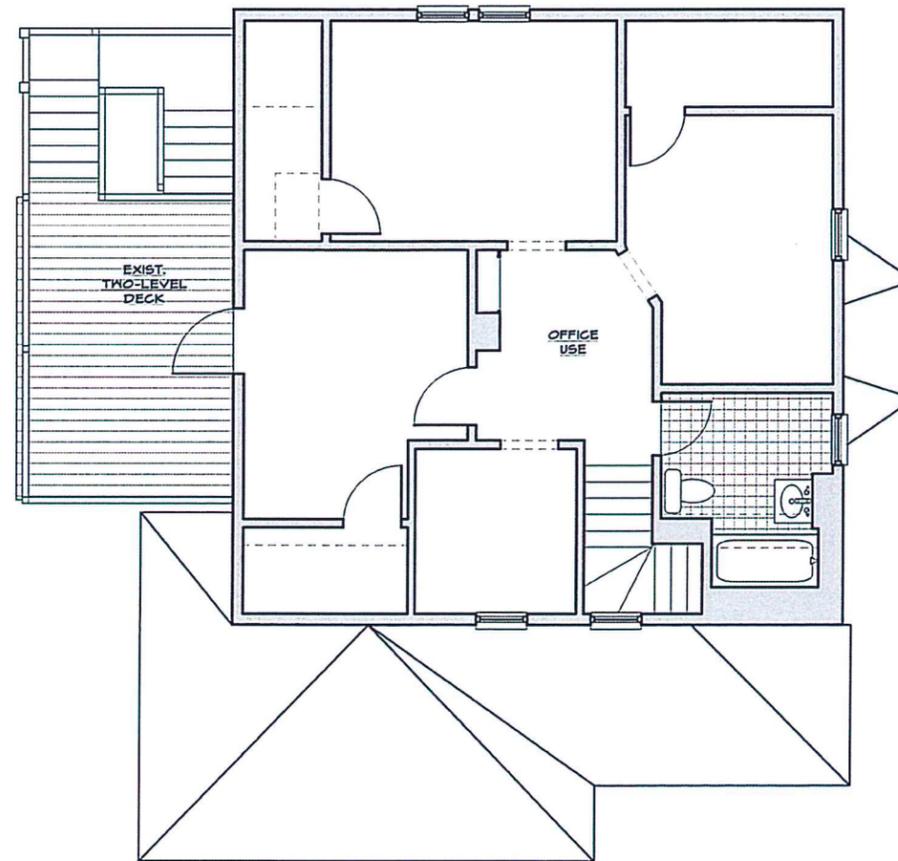
**ITASCA TAP HOUSE, INC.**

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

## CLERK'S REPORT - DECEMBER 2015

<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTALS</b>
01-00-12100	Accounts Receivable	\$32,229.08
01-00-21000	Library Payroll	\$66,627.91
01-00-21150	Due to the Fire District	\$4,340.00
01-00-25200	Refundable Bonds	\$350.00
01-01-30300	Corporate Taxes	\$14,814.09
01-01-31000	Income Tax	\$88,247.83
01-01-31200	Pers Prop Repl Tax	\$5,782.70
01-01-31300	Sales Tax	\$239,215.05
01-02-31300	Sales Tax - Non Home Rule	\$113,769.85
01-01-31500	Use Tax	\$47,633.80
01-01-31900	Business License	\$73,307.75
01-01-32000	Dog Tags	\$111.00
01-01-33500	Simplified Mun. Telecommunication Tax	\$87,615.72
01-01-33800	Utility Tax - Electricity	\$84,817.81
01-01-33800	Utility Tax - Gas	\$14,314.48
01-01-33900	Food & Beverage Tax	\$32,883.15
01-01-34600	Convenience Fee (For Paying With Credit Card)	\$195.21
01-01-34600	NSF Fee	\$25.00
01-01-36000	IPRF Safety & Educational Fund	\$13,714.00
01-01-36100	Video Gaming Tax	\$9,290.98
01-01-53200	Madaras Health Insurance	\$1,304.64
01-02-30400	Road & Bridge Taxes	\$1,648.41
01-02-32700	Reserved Parking	\$10,500.00
01-02-32700	Direct Deposit Daily Parking	\$4,150.59
01-05-32200	Community Development Fines	\$110.00
01-05-32400	Building Permit Fees	\$48,751.00
01-05-32400	Conditional Certificate	\$1,200.00
01-05-32900	Contractor Registration	\$2,400.00
01-05-34600	Variance Fees	\$2,350.00
01-05-34600	Zoning Letter Fee	\$150.00
01-05-64800	Consulting Service	\$1,920.00
01-06-32200	Police Fines	\$2,238.00
01-06-32200	A/R Concepts-Collection of Unpaid Parking Citations	\$36.00
01-06-32300	Police T-Account	\$10,542.76
01-06-32301	Technology Fines	\$1,154.46
01-06-32302	Court Supervision Fees	\$766.47
01-06-32400	Oxcart Permit System-Overweight Permits	\$905.00
01-06-34600	Police Reports	\$30.00
01-06-34600	Schiffmann Family Law- Subpoena Fees - PD	\$80.00
01-06-34600	Kane County Court-Failure to Appear Warrant	\$70.00
01-06-34600	Argonaut Great Central Ins.-Claim#TNT-0133200-PD	\$3,071.55
01-06-34600	Appriss Inc.- Accident Report Fees Collected	\$165.00

**CLERK'S REPORT - DECEMBER 2015**

<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTALS</b>
01-06-34800	Admin/Towing and Impound Fees - PD	\$5,350.00
	<b>CORPORATE FUND TOTAL</b>	<b>\$1,028,179.29</b>
10-00-12150	Utility Bills	\$522,082.56
10-00-12150	A/R Concepts Collection of Unpaid Water Bill	\$80.74
10-00-12150	Automatic Payment for Utility Bills	\$81,055.85
10-01-34600	Convenience Fee (For Paying UB Bill w/Credit Card)	\$78.40
10-01-34600	Backflow Solutions	\$290.00
10-02-36000	Penalties	\$100.00
	<b>WATER &amp; SEWER FUND TOTAL</b>	<b>\$603,687.55</b>
07-00-33900	Motor Fuel Tax	\$96,685.24
25-00-30900	RE Tax - SSA #4	\$1,694.15
	<b>GRAND TOTAL ALL FUNDS</b>	<b>\$1,730,246.23</b>

**CLERK'S REPORT - JANUARY 2016**

<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTAL</b>
01-00-12100	Accounts Receivable	\$38,335.06
01-00-21000	Library Payroll	\$99,386.89
01-00-21155	Library Impact Fee	\$122.00
01-00-21100	Park/School Donation	\$6,040.00
01-00-21150	Due to the Fire District	\$2,195.00
01-00-25200	Refundable Bonds	\$1,350.00
01-01-31000	Income Tax	\$103,693.02
01-01-31200	Pers Prop Repl Tax	\$19,989.33
01-01-31300	Sales Tax	\$214,773.36
01-02-31300	Sales Tax - Non Home Rule	\$102,347.62
01-01-31500	Use Tax	\$33,567.34
01-01-31900	Business License	\$24,570.50
01-01-32000	Dog Tags	\$93.00
01-01-33500	Simplified Mun. Telecommunication Tax	\$89,173.61
01-01-33800	Utility Tax - Electricity	\$101,673.89
01-01-33800	Utility Tax - Gas	\$19,535.95
01-01-33900	Food & Beverage Tax	\$18,790.98
01-01-34600	Convenience Fee (For Paying With Credit Card)	\$209.50
01-01-36100	Video Gaming Tax	\$1,509.71
01-02-32700	Reserved Parking	\$900.00
01-02-32700	Direct Deposit Daily Parking	\$5,263.19
01-05-32200	Community Development Fines	\$228.00
01-05-32400	Building Permit Fees	\$24,133.00
01-05-32400	Conditional Certificate	\$400.00
01-05-32900	Contractor Registration	\$2,200.00
01-05-34600	Variance Fees	\$550.00
01-05-34600	Zoning Letter Fee	\$75.00
01-05-64800	Consulting Service	\$1,840.00
01-06-32200	Police Fines	\$2,448.00
01-06-32200	A/R Concepts-Collection of Unpaid Parking Citations	\$147.60
01-06-32300	Police T-Account	\$11,953.21
01-06-32301	Technology Fines	\$1,671.07
01-06-32302	Court Supervision Fees	\$793.93
01-06-32400	Oxcart Permit System - Overweight Permits	\$790.00
01-06-34600	Police Reports	\$25.00
01-06-34600	North America Rescue-Refund PD for Returned Equipment	\$13.06
01-06-34600	Appriss Inc. - Accident Report Fees Collected	\$125.00
01-06-34600	Will County - Failure to Appear	\$70.00
01-06-34600	Sex Offender Registration	\$35.00
01-06-34600	DuPage Cty Court-Restitution for Car Damage	\$1,779.00
01-06-34800	Admin/Towing and Impound Fees - PD	\$5,000.00
	<b>GENERAL FUND TOTAL</b>	<b>\$937,796.82</b>

**CLERK'S REPORT - JANUARY 2016**

<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTAL</b>
10-00-12150	Utility Bills	\$448,994.01
10-00-12150	Automatic Payment for Utility Bills	\$73,170.11
10-01-34600	Convenience Fee (For Paying UB Bill w/Credit Card)	\$65.17
10-01-34600	Backflow Solutions	\$245.00
10-01-34600	NSF Fee	\$25.00
10-01-35300	Water Meters	\$300.00
10-01-35400	Water For Construction	\$60.00
10-01-35500	Water Connection	\$1,436.00
10-02-35600	Sewer Connection	\$2,872.00
	<b>WATER &amp; SEWER FUND TOTAL</b>	<b>\$527,167.29</b>
07-00-33900	Motor Fuel Tax	\$19,519.87
	<b>GRAND TOTAL ALL FUNDS</b>	<b>\$1,484,483.98</b>

**CLERK'S REPORT - FEBRUARY 2016**

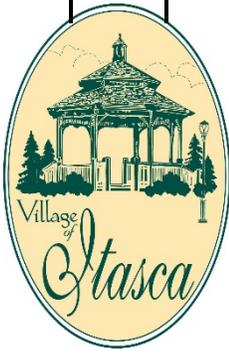
<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTAL</b>
01-00-12100	Accounts Receivable	\$38,204.48
01-00-21000	Library Payroll	\$4,124.90
01-00-21150	Due to the Fire District	\$2,050.00
01-00-25200	Refundable Bonds	\$350.00
01-01-31300	Sales Tax	\$259,332.79
01-02-31300	Sales Tax - Non Home Rule	\$98,538.02
01-01-31900	Business License	\$3,349.00
01-01-32000	Dog Tags	\$51.00
01-01-33600	Cable TV Franchise	\$29,127.45
01-01-33800	Utility Tax - Electricity	\$106,147.62
01-01-33800	Utility Tax - Gas	\$27,651.78
01-01-33900	Food & Beverage Tax	\$20,674.27
01-01-34600	Convenience Fee (For Paying With Credit Card)	\$733.06
01-01-36100	Video Gaming Tax	\$1,759.95
01-02-32700	Reserved Parking	\$155.00
01-02-32700	Direct Deposit Daily Parking	\$5,306.86
01-02-34600	N.E. IL Railroad - 100% Reimb. For Retaining Wall	\$17,880.00
01-05-32400	Building Permit Fees	\$26,121.00
01-05-32400	Conditional Certificate	\$400.00
01-05-32700	Reinspection Fee	\$75.00
01-05-32900	Contractor Registration	\$2,000.00
01-05-34600	Special Use Fee	\$300.00
01-06-32200	Police Fines	\$3,000.00
01-06-32200	A/R Concepts-Collection of Unpaid Parking Citations	\$108.00
01-06-32300	Police T-Account	\$14,378.55
01-06-32301	Technology Fines	\$1,520.49
01-06-32302	Court Supervision Fees	\$989.66
01-06-32400	Oxcart Permit System - Overweight Permits	\$240.00
01-06-34000	Alarm Receipts	\$10,360.38
01-06-34600	Police Reports	\$52.00
01-06-34600	Village of Roselle - Peer Jury Pizza Party	\$116.52
01-06-34600	FOIA CD & DVD	\$10.00
01-06-34600	Cook County Court-Failure to Appear Warrant Fee	\$70.00
01-06-34600	Appriss Inc. - Accident Report Fees Collected	\$160.00
01-06-34800	Admin/Towing and Impound Fees - PD	\$4,000.00
	<b>GENERAL FUND TOTAL</b>	<b>\$679,337.78</b>
10-00-12150	Utility Bills	\$449,766.33
10-00-12150	Automatic Payment for Utility Bills	\$84,589.85
10-01-34600	Convenience Fee (For Paying UB Bill w/Credit Card)	\$107.67
10-01-34600	NSF Fee	\$25.00
10-01-34600	Backflow Solutions	\$520.00

**CLERK'S REPORT - FEBRUARY 2016**

<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTAL</b>
10-01-35800	Flow Test	\$150.00
10-02-60303	Althoff Industries - Reimb. For Over Payment	\$9,984.00
	<b>WATER &amp; SEWER FUND TOTAL</b>	<b>\$545,142.85</b>
07-00-33900	Motor Fuel Tax	\$18,853.68
08-00-33800	Narcotics Account	\$20.00
12-00-31400	Hotel Tax	\$279,852.38
	<b>GRAND TOTAL ALL FUNDS</b>	<b>\$1,523,206.69</b>

**CLERK'S REPORT - MARCH 2016**

<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>TOTAL</b>
01-00-12100	Accounts Receivable	\$42,940.98
01-00-21000	Library Payroll	\$11,483.36
01-00-21155	Library Impact Fee	\$122.00
01-00-21100	Park/School Donation	\$134,275.00
01-00-21150	Due to the Fire District	\$3,060.00
01-00-25200	Refundable Bonds	\$4,350.00
01-01-31000	Income Tax	\$85,382.63
01-01-31200	Pers Prop Repl Tax	\$7,918.45
01-01-31300	Sales Tax	\$228,773.80
01-02-31300	Sales Tax - Non Home Rule	\$106,989.22
01-01-31500	Use Tax	\$23,735.62
01-01-31800	Liquor Licenses	\$125.00
01-01-31900	Business License	\$3,203.00
01-01-32000	Dog Tags	\$75.00
01-01-33500	Simplified Mun. Telecommunication Tax	\$134,909.68
01-01-33800	Utility Tax - Electricity	\$92,911.41
01-01-33800	Utility Tax - Gas	\$23,301.28
01-01-33900	Food & Beverage Tax	\$17,551.45
01-01-34600	Convenience Fee (For Paying With Credit Card)	\$211.03
01-01-36100	Video Gaming Tax	\$1,760.65
01-02-32700	Reserved Parking	\$11,002.14
01-02-32700	Direct Deposit Daily Parking	\$4,874.85
01-05-32400	Building Permit Fees	\$151,894.00
01-05-32400	Conditional Certificate	\$400.00
01-05-32700	Reinspection Fee	\$75.00
01-05-32900	Contractor Registration	\$4,000.00
01-06-32200	Police Fines	\$2,330.00
01-06-34600	Police Reports	\$15.00
01-06-34600	FOIA	\$10.00
01-06-34800	Admin/Towing and Impound Fees - PD	\$3,000.00
01-06-56600	Reimb. Village for Dean Myles Retirement Plaque	\$270.24
	<b>GENERAL FUND TOTAL</b>	<b>\$1,100,950.79</b>
10-00-12150	Utility Bills	\$520,399.11
10-00-12150	Automatic Payment for Utility Bills	\$82,175.96
10-01-34600	Convenience Fee (For Paying UB Bill w/Credit Card)	\$115.67
10-01-34600	Backflow Solutions	\$250.00
10-01-34600	Cash Under Water & Sewer	(\$100.00)
10-01-35300	Water Meters	\$2,200.00
10-01-35400	Dep/Ref Hydrant Meter - Water For Construction	\$1,200.00
10-01-35400	Water For Construction	\$100.00
10-01-35500	Water Connection	\$54,000.00
10-01-35800	Flow Test	\$1,050.00
10-01-53600	American Water Works-Overpayment for PO#18246	\$26.25
10-02-35600	Sewer Connection	\$86,250.00
	<b>WATER &amp; SEWER FUND TOTAL</b>	<b>\$747,666.99</b>
	<b>GRAND TOTAL ALL FUNDS</b>	<b>\$1,848,617.78</b>



## 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:** May 13, 2016  
**SUBJECT:** FY 2016/17 Budget

At the Finance Committee meeting on May 17<sup>th</sup> at 6:00pm, the Village Staff presented a balanced budget to the Village Board for discussion and approval. If the budget was approved at the Finance Committee meeting on May 17<sup>th</sup>, it is staff's recommendation and request to approve the Fiscal Year 2016/17 Village Budget.



## 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:** May 13, 2016  
**SUBJECT:** Contract Approval – Accounting Services

At the April 5<sup>th</sup> Committee of the Whole meeting, the Village Board voted to accept the proposal for accounting services with McBeath, Fates & Ivers, P.C. (MFI) for one year ending April 30, 2017. Attached you will find the contract agreement requested to be approved by the Village Board on May 13, 2016.

In previous years, the agreement for services was bonded by signing the Request for Proposal submitted by MFI. The benefit of changing from signing the proposal to approving an official contract adds a layer of protection to both the Village and the accounting firm MFI. After the initial approval, together with our legal counsel and the Village Treasurer Bill Fates, contract language was drafted and agreed upon by all interested parties. The contract language presented adds the following provisions to the agreement that were “implied” but not present in prior year agreements such as: added protection to Village records, intellectual knowledge and document retention; clarifies billing requirements for invoice payment; adds language for conflict resolution by form of arbitration should an unresolvable issue arise; and allows either party to terminate the contract prior to its expiration by giving a 60 day written notice.

The contract redacted from the initial proposal the following items under the essential duties and responsibilities for the staff accountant. These duties are the responsibility of the Finance Director and will not be included in the contract.

- Assist in maintaining the Village accounting software package.
- Assist in managing the permit tracking software and reconciliation to the general ledger.

### **RECOMMENDATION**

It is staffs recommendation that the Village Board approve the contract agreement between the Village of Itasca and McBeath, Fates & Ivers, P.C. for a one year contract for accounting services ending April 30, 2017.

Please contact me directly if you have any questions regarding the contract language as being presented.

**RESOLUTION NO. 860-16**

**A RESOLUTION AUTHORIZING EXECUTION OF  
AN ENGAGEMENT LETTER WITH MCBEATH, FATES, & IVERS, P.C.  
FOR PROFESSIONAL BOOKKEEPING SERVICES**

WHEREAS, the Village of Itasca (hereinafter “Village”) wishes to enter into an agreement with McBeath, Fates, & Ivers, P.C. (hereinafter “MFI”), concerning professional bookkeeping services for the fiscal year beginning May 1, 2016, and ending April 30, 2017; and

WHEREAS, the Village has received an Engagement Letter from MFI concerning professional bookkeeping services for the fiscal year beginning May 1, 2016, and ending April 30, 2017, attached hereto as Exhibit A, and incorporated herein by reference.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby accept and approve the Engagement Letter from MFI, Exhibit A.

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

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held invalid, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

APPROVED:

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Village President Jeffery J. Pruyn

ATTEST:

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Village Clerk Melody J. Craven



# MCBEATH, FATES & IVERS, P.C.

CERTIFIED PUBLIC ACCOUNTANTS  
A PROFESSIONAL CORPORATION

May 17, 2016

Mayor Pruyn  
Village of Itasca  
550 Irving Park Road  
Itasca, IL 60143

Dear Mayor Pruyn:

This letter is to confirm our understanding of the terms and objectives of our engagement with Village of Itasca as well as the nature and limitations of the services we will provide.

Beginning with the month of May 2016 and continuing for 12 months ending April 30, 2017, we will perform the following bookkeeping function of Village of Itasca

The main objective is to provide the Village with information in a timely and accurate form. Mr. Tyler Fates will be responsible for the day-to-day functions and any immediate needs are to be directed towards him. Tyler Fates is an employee of McBeath, Fates, & Ivers, P.C. (MFI) and not the Village of Itasca, therefore, MFI will provide managerial and oversight responsibility.

The duties and responsibilities for the bookkeeping function performed by Tyler Fates are as follows:

- Reports directly to the Finance Director on all Village finances and accounting issues.
- Reconciles all bank statements to Village records and submits monthly bank reconciliations to the Finance Director for final approval.
- Maintains general and subsidiary accounts and prepares monthly and/or annual reconciliations for each general ledger accounts.
- Reviews all accounts and routine financial transactions, prepares routine journal vouchers. These would include, but are not limited to, allocation of payroll information to the various departments, real estate tax allocations, accounts receivable, income allocation, and any other necessary income and expense adjustments.
- Preparation of the monthly revenue and expenditure reports to the Finance Director for distribution to the Village Board and Department Heads.
- Communication with the Village Department heads regarding revenue and expenditure reports as requested.
- Preparation of the annual 1099's, 1096, review of W2's, preparation of the W3, quarterly 941 filings, annual 945 filing, assist with preparation and distribution of ACA reporting requirements, and any other tax preparation as required per State or Federal Law.
- Manage the collection of the Hotel Tax and review quarterly Hotel Tax Reports for compliance.

EL 11<sup>th</sup> Ed.

10/2015

- Tri-annually prepare the Sales Tax Analysis and submit to the Village Administrator and Finance Director for review. This information is confidential and the individual is obligated to protect the confidentiality of this information.
- Manage calculation and disbursements of Library and Police Pension replacement tax portions.
- Manage calculation and disbursements of donations from builders to park and school districts.
- Prepare and submit to the Finance Director the semi-annual disbursement of principal and interest payments on general obligation and revenue bonds.
- Prepare the monthly Investment Schedule. Maintain a schedule of all Village investments, deposits and cash on hand.
- Transfer information from the budgeting module into the financial software.
- Assists with required analysis to close the fiscal year. Prepares adjusting and closing journal entries.
- Assists with the preparation of all necessary statements, schedules, notes and other components of the annual audit. Works in conjunction with the independent auditors and Finance Director to prepare the annual audit.
- Preparation of periodic financial studies, surveys, census requests and other financial reports as requested by the Village.
- Maintains village records in accordance with the states retention and destruction schedule. Organizes and maintains village records that are neat, easy to understand and current. Performs necessary backup of programs and files to facilitate disaster recovery.
- Searches for and assembles special financial data and information and make studies of financial problems, recommending revisions in procedures, forms, account classifications and statements.
- Serves as the main backup to the payroll function in the event the Payroll Accountant is unable to perform payroll duties. Attends semi-annual training in order to stay current with payroll duties.
- Ability to provide the Village with regular and predictable work attendance.
- Performs related work as assigned by the Finance Director.

The Village of Itasca will supply a fully functional and capable computer. The Village of Itasca agrees to provide us the following documents on a daily basis: cash receipt reports and; and on a monthly basis: bank statements, payroll and other reports necessary to complete the engagement mentioned above.

We will record cash receipts from the Village of Itasca's monthly cash receipt reports and deposit slips. We will not handle any cash or checks received, nor make deposits. All daily cash receipt reports must be authorized by Village of Itasca staff and be accompanied by a deposit slip or bank receipt.

Each month we will reconcile the Village of Itasca's books and records for all Village owned bank and investment accounts with the bank statement(s) for proper account balance and to identify reconciling items that may require adjustments to your books and records. We will not be analyzing cancelled checks to determine whether signatures or payments are authorized or for any other purpose but we will briefly scan them to confirm the amounts match those recorded by the bank on the statement. By your signature below, you acknowledge that you understand and agree that our services are limited in scope and they are not designed to detect employee embezzlement or other

fraudulent activities involving your bank accounts. Should you wish us to expand our procedures to include additional work and investigations, we will arrange this with you in a separate engagement letter.

As our services are limited in nature, we will not review the payment of any invoices or bills beyond the normal authorization procedures produced by your office. If we notice that an amount appears unusual or out of the ordinary we will call it to your attention, but our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may have occurred. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. We will also report to the appropriate level of management any evidence or information that comes to our attention regarding illegal acts that may have occurred, unless they are clearly inconsequential. By your signature below, you understand and agree that you are responsible for preventing and detecting fraud.

Our fees will be based upon the amount of time required at our standard billing rates. Bookkeeping hourly rates per the RFP provided to the Village on March 28, 2016 are \$87.00 per hour. Tax, financial, and consulting hourly rates are also billed at \$87 per hour. All invoices are due and payable upon presentation. Each invoice will include an itemization of hours worked and the date worked, what tasks were completed, who completed each task and a subtotal for each task. We will bill on an interim basis prior to completion of this engagement. Billings become delinquent if not paid within 60 days of the invoice date. If billings are past due in excess of 90 days, at our election, we may stop all work until your account is brought current, or withdraw from this engagement. The Village of Itasca acknowledges and agrees that we are not required to continue work in the event of the Village of Itasca's failure to pay on a timely basis for services rendered as required by this engagement letter. The Village of Itasca further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Village of Itasca's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

It is our policy to keep records related to this engagement for seven (7) years. However, McBeath, Fates & Ivers, P.C. does not keep any original client records, including intellectual property, so we will return those to you at the completion of the services rendered under this engagement. All original physical and electronic records are to be stored at Village Hall, 550 Irving Park Road, Itasca IL. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, McBeath, Fates & Ivers, P.C. shall be free to destroy our records related to this engagement.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

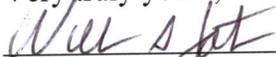
Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of Illinois. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE

THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

This agreement may be terminated by either party on sixty (60) days advance written notice effective as of the expiration of the notice period. This provision allows either party to terminate the contract for any reason and no reason once the party desiring to end the contract sends a notice to the other party and then allows 60 days to expire.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to me. Also have all authorized check signers sign in the space provided. Thank you for this opportunity to serve you.

Very truly yours,



William A. Fates  
McBeath Fates & Ivers PC

APPROVED:

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Village of Itasca  
Mayor Pruyn

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# Memo

**To:** Ross Hitchcock, PW Director  
Village of Itasca

**From:** Aaron E. Fundich, PE

**CC:** Evan Tiech, Village Administrator

**Date:** May 11, 2016

**RE:** Pedestrian Improvements Project

---

The purpose of this memo is to clarify some of the facts and figures regarding the Pedestrian Improvements project discussed at last night's Committee-of-the-Whole meeting. The project consists of constructing ADA-compliant pedestrian improvements along Irving Park Road at five intersections (I-290 bridge, Catalpa St, Maple St, Walnut St and Rush Street), and at the intersection of North Street @ Arlington Heights Road.

This project initially began with funding applications in 2009, with an initial construction cost estimate of \$810,000 for construction and \$80,000 construction engineering (total \$890,000). Subsequently, outside funding was secured from multiple agencies, each of which agreed to participate at specific project locations at 'Not-to-Exceed' funding amounts (after Phase I/II engineering):

Safe Routes to School Grant:	\$217,382	(100% at Arlington/North)
Federal STP Funds thru DMMC:	\$488,800	(75% at Irving Park Rd locations)
State of Illinois (IDOT)	\$ 60,560	(20% at I-290, 12.5% at Catalpa)
Itasca Park District	\$ 48,650	(25% at Rush, 6.25% at Catalpa)
Village of Itasca	\$ 59,289	(0% at Rush, 25% @ Maple, Rush & Walnut, 5% at I-290, 6.25% at Catalpa)

This funding combination resulted in the total local share (Village & Park District) of \$107,939 being about 12% of the total construction cost. However, the currently estimated construction costs have risen 40% since the initial estimates upon which the outside funding contributions were based. Of these, only the STP funds from DMMC contain a mechanism by which they could be increased, but this is only 20% of \$488,800, or \$97,760. Therefore, the remaining additional costs must be borne locally (*by Village and/or Park District*), raising this combined local share from \$107,939 to \$386,518, or approximately 31% of the current \$1.25M estimate.

The project is currently scheduled for an IDOT letting in July 2016, with construction beginning in early September.

Utilizing the same methodology previously used by the Village & Park District to split the local cost share at the intersections of Rush/Irving Park & Catalpa/Irving Park results in the following:

<u>Catalpa</u>	<i>% of Local Share</i>	<i>2011 Cost</i>	<i>2016 Cost</i>
Park District	50%	\$22,750	\$ 72,711
Village	50%	\$22,750	\$ 72,711
Catalpa Total Local Share:		\$45,500	\$145,422

<u>Rush</u>	<i>% of Local Share</i>	<i>2011 Cost</i>	<i>2016 Cost</i>
Park District	100%	\$25,900	\$ 38,261
Village	0%	\$ 0	\$ 0
Catalpa Total Local Share:		\$25,900	\$ 38,261

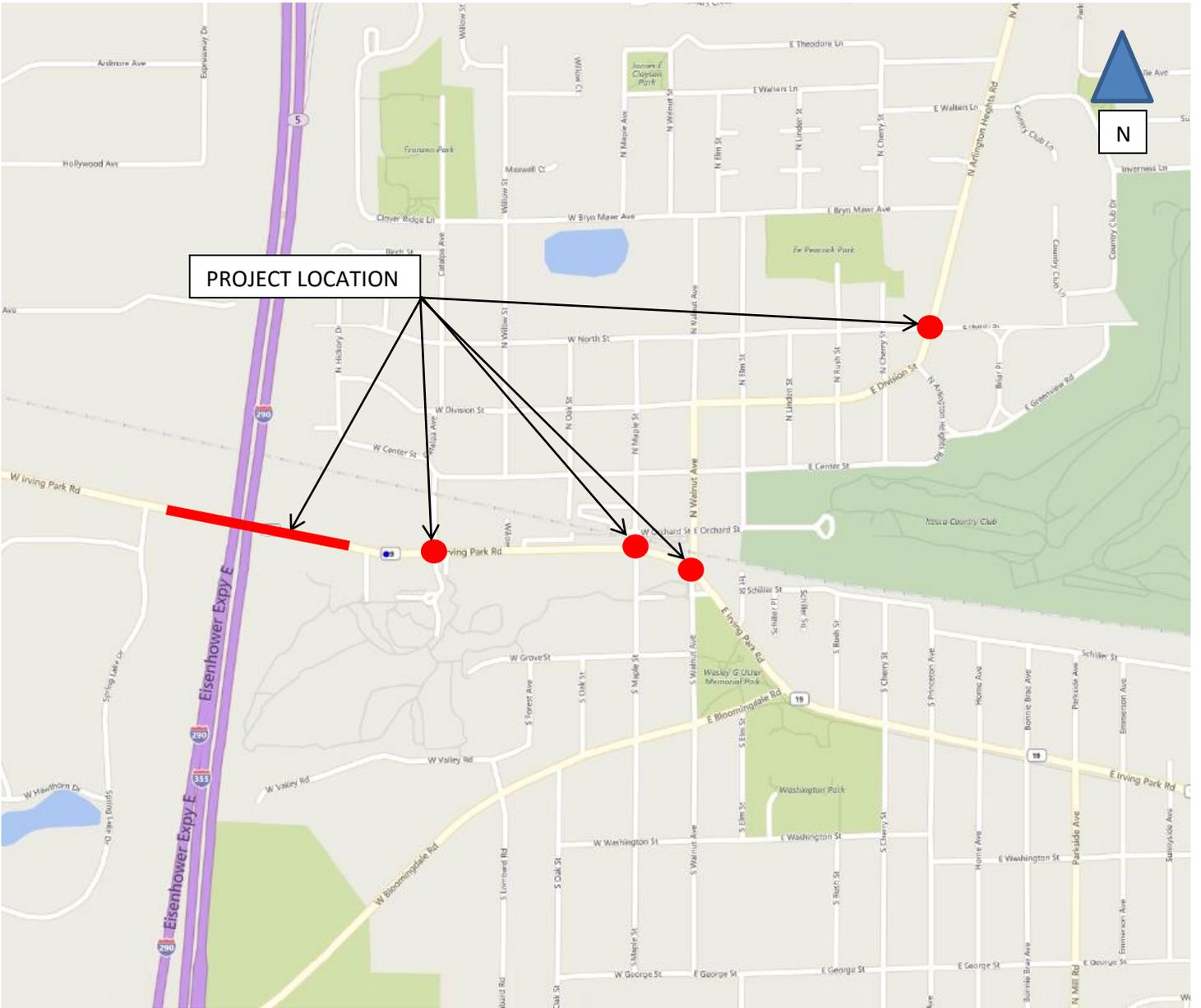
The Village will be required to absorb 100% of the increased local match at I-290, Walnut, Maple & Arlington Heights Road. The respective total local match increases for the Village and Park District are summarized below:

<u>Entire Project</u>	<i>Local Share of Construction Costs</i>	
	<i>2011</i>	<i>2016</i>
Park District	\$48,650	\$110,972
Village	\$59,289	\$275,544

A Project Location Map is enclosed for inclusion in next week's Board packets, along with copies of the following documents requiring action by the Village Board prior to being placed on an IDOT letting:

- 1) **Joint Agreement between IDOT/FHWA & Village.** This agreement obligates the Village to pay the Local Agency share of the project construction costs, currently estimated at \$386,518, of which the Itasca Park District previously committed to reimburse the Village \$48,650.
- 2) **MFT Resolution in the amount of \$415,000.** This amount covers the \$386,518 local share estimated in the Joint Agreement, and \$26,165 of IDOT/FHWA funds programmed for reimbursement of construction engineering expenses.
- 3) **Construction Engineering agreement between Village and Robinson.** The \$92,660 not-to-exceed cost for this work will be partially reimbursed by IDOT & the Park District.

It should be noted that the cost figures contained herein can be considered 'Not-to-Exceed' figures, as various factors including lower bids, potentially deleting Walnut intersection, etc. could lower the local match figures.



# LOCATION MAP

Village of Itasca

Arlington Heights Road and Irving Park Road

At North Street and I-290

Section Number 10-00059-01-SP



**Illinois Department  
of Transportation**

**Local Public Agency Agreement  
for Federal Participation**

Local Public Agency Village of Itasca	State Contract X	Day Labor	Local Contract	RR Force Account
Section 10-00059-01-SP	Fund Type SRTS/STU/ERP	ITEP, SRTS, or HSIP Number(s) SRTS-0080538		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-325-14	SRTS-M-4003(338)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name 1) Arlington Heights Road, 2) Irving Park Road Route 1) FAU 2626, 2) FAU 1321 Length 1)0.08Mi. 2)0.70Mi.  
 Termini 1) 200' North of North Street to 200' South of North Street, 2) 350' West of I-290 to 250' East of Rush

Current Jurisdiction 1) LPA, 2) STATE TIP Number 08-10-0008 Existing Structure No N/A

**Project Description**

Construction of pedestrian improvements including sidewalk, traffic signal improvements and all ancillary work.

**Division of Cost – SEE ATTACHED**

Type of Work	SRTS	%	ST MATCH ASSIST	%	LPA	%	Total
Participating Construction	783,942	( )	54,375	( )	307,683	( )	1,146,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	( )	
Construction Engineering	20,000	( )	6,165	( )	78,835	( )	105,000
Right of Way	( )	( )	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	( )	
Materials	( )	( )	( )	( )	( )	( )	
<b>TOTAL</b>	<b>\$ 803,942</b>		<b>\$ 60,540</b>		<b>\$ 386,518</b>		<b>\$ 1,251,000</b>

Max FHWA ( SRTS) NTE \$217,382 Max FHWA (STU) NTE \$586,560 80% const.

Max State NTE \$60,541 (\$105,300 less \$44,759 reimbursed for Prelim Engr)

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution Number 3 - Traffic Signal Maintenance

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Jeffrey J. Pruyn

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is 36-6005935 conducting business as a Governmental Entity.

DUNS Number 045068261

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
William M. Barnes, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Division of Cost

	SRTS		STU	STATE	Local	Total
Part	\$ 197,382	*				\$ 197,382
Part			\$ 586,650	\$ 54,375	\$ 307,683	\$ 948,618
CE	\$ 20,000	*		\$ 6,165	\$ 78,635	\$ 105,000
Total	\$ 217,382		\$ 586,560	\$ 60,540	\$ 386,518	\$ 1,251,000
MAX	\$ 217,382		\$ 586,560	\$ 60,541		

\*Maximum FHWA (SRTS) participation 100% not to exceed \$217,382 to be used first

\*\*Maximum FHWA (STU) participation 80% not to exceed \$586,560 to be used second.

\*\*\*Maximum STATE participation not to exceed \$60,540.



BE IT RESOLVED, by the President and Board of Trustees of the VILLAGE of ITASCA Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Irving Park Road, IL-19, I-290 Bridge, Rush Street.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Construction of pedestrian improvements at five intersections

and shall be constructed wide and be designated as Section 10-00059-01-SP

2. That there is hereby appropriated the (additional Yes No) sum of Four Hundred Fifteen Thousand Dollars ( \$415,000.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved Date Department of Transportation Regional Engineer

I, Melody Craven Clerk in and for the Village of Itasca County of DuPage, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on May 17, 2016 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of May 2016 (SEAL) City, Town, or Village Clerk

**ORDINANCE NO. 1802-16**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND  
VARIANCE FOR 750 EXPRESSWAY DRIVE (Amcors)**

WHEREAS, Amcor (“Petitioner”) has filed a petition requesting a special use permit and variance from Section 4.13(4) of the Itasca Zoning Ordinance at 750 Expressway Drive, Itasca, Illinois (hereinafter “Subject Property”), which is located in the Village’s M Limited Manufacturing District; and

WHEREAS, Petitioner seeks the special use to permit four (4) units of outdoor storage; and

WHEREAS, Petitioner seeks a variance from Section 4.13(4) of the Itasca Zoning Ordinance to permit two 40-foot high storage units; and

WHEREAS, Petitioner has submitted an application, attached hereto as Exhibit A, for the special use permit and variance; and

WHEREAS, a public hearing was held by the Itasca Plan Commission on April 20, 2016, pursuant to public notice as required by law, with respect to Petitioner’s application; and

WHEREAS, the Itasca Plan Commission voted to recommend that the Village authorities grant the requested special use permit and approve the requested variance, subject to the following conditions:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal.
2. The project must comply with all Village Ordinances, Building Codes, Subdivision Regulations, Standards Specifications, and the DuPage County Stormwater Ordinance. This includes all performance standards of the M District and the 5’ minimum setback to the property line for all accessory structures.
3. Any favorable recommendation is subject to final engineering approval, as required.
4. The variance will become null and void if permits have not been applied for within one year.
5. The existing two silos are in need of maintenance. Approval is conditioned upon the exterior surfaces being treated/painted or the removal of the existing silos.

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

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.

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

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

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

SECTION ONE: The corporate authorities hereby make the following findings of fact with respect to the requested special use permit:

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

SECTION TWO: The corporate authorities hereby make the following findings of fact with respect to the requested variance:

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; and
3. The variation, if granted, will not alter the essential character of the locality.

SECTION THREE: The corporate authorities hereby grant a variance from Section 4.13(4) of the Itasca Zoning Ordinance to permit 40-foot high storage units.

SECTION FOUR: The special use and variance approved in Section Two and Section Three are subject to the following conditions:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal.
2. The project must comply with all Village Ordinances, Building Codes, Subdivision Regulations, Standards Specifications, and the DuPage County Stormwater Ordinance. This includes all performance standards of the M District and the 5' minimum setback to the property line for all accessory structures.
3. Any favorable recommendation is subject to final engineering approval, as required.
4. The variance will become null and void if permits have not been applied for within one year.
5. The existing two silos are in need of maintenance. Approval is conditioned upon the exterior surfaces being treated/painted or the removal of the existing silos.

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

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

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Melody J. Craven



**Village of Itasca**  
**Community Development Department**

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

**MEMORANDUM**

**TO:** President Jeff Pruyn  
Village Board of Trustees

**RE:** PC 16-001  
Amcor  
750 Expressway Dr.

**FROM:** Shannon L. Malik, AICP  
Planner III

**COTW:** May 10, 2016

**CC:** File

**ENCL:** Plan Commission staff report

**Background**

Amcor is consolidating operations between two plants and relocating pharmaceutical bottle production to Itasca. In order to complete the relocation of this business function, they need additional storage silos for plastic pellets. The applicant seeks a special use to allow outdoor storage to continue and a variance for the height of accessory structures.

The request before the Village Board is as follows:

1. Special use to permit outdoor storage (Section 11.03(2)(g) of the Zoning Ordinance).
2. Variance to permit the height of an accessory structure to exceed 18' (Section 4.13(4) of the Zoning Ordinance).

**Plan Commission Recommendation**

A public hearing was conducted by the Plan Commission on April 20, 2016. No members of the public spoke on the request.

The Plan Commission recommended *unanimous approval* by a vote of 6-0 with the following conditions:

1. Permit documents must be in substantial compliance with Plan Commission/Village Board submittal.
2. The project must comply with all Village Ordinances, Building Codes, Subdivision Regulations, Standards Specifications, and the DuPage County Stormwater Ordinance. This includes all performance standards of the M District and the 5' minimum setback to the property line for all accessory structures.
3. Any favorable recommendation is subject to final engineering approval, as required.
4. The variance will become null and void if permits have not been applied for within one year.
5. The existing two silos are in need of maintenance. Approval is conditioned upon the exterior surfaces being treated/painted or removed.



## Village of Itasca - Memorandum Administration Department

Date: May 5, 2016

To: President Jeffrey Pruyn  
Board of Trustees

Cc: Evan Teich, Village Administrator

From: Cristina White, HR/Risk Management Coordinator

Subject: Health Insurance Renewal

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With the switch to the IPBC, the Village's medical and dental plans will now renew on July 1, 2016. The current PPO renewal rate is 8.3% above our current rates. The dental renewal is a decrease of 1.5%. At the April 26th Finance Committee meeting, the Committee recommended for approval the addition of an HMO plan to the Village's health insurance offerings.

For your review, please find following this memo a copy of the medical rates and dental rates as proposed. The life insurance rates are expected to stay the same. Staff is also expecting to host open enrollment meetings scheduled for May 17<sup>th</sup> at 7am, 1pm and 3pm. The open enrollment period for changes will be open from May 16<sup>th</sup> through May 25<sup>th</sup>.

Staff recommends approving the renewal of the current BCBS PPO medical plan and the current MetLife dental plan through IPBC as well as adding the BCBS HMO plan as discussed on April 26th.

Please feel free to contact me prior to the meeting should you have any questions.

**RESOLUTION NO. 862-16**

**A RESOLUTION ACCEPTING AN OFFER FROM  
COMPASS MATERIALS AMERICAN, INC. FOR SNOW REMOVAL SALT**

WHEREAS, the Village of Itasca (hereinafter “Village”) is participating in DuPage County’s bulk rock salt bidding process; and

WHEREAS, DuPage County Procurement Services opened bids for bulk rock salt on April 20, 2016; and

WHEREAS, the low bid was provided by Compass Materials American, Inc. with the amount of \$56.35 per ton; and

WHEREAS, DuPage County has accepted the bid and will be recommending award to the County Board on May 17, 2016; and

WHEREAS, the Village uses an average of 1200 tons of rock salt per season and, under the contract, is required to take 80% of the order of 1200 tons of rock salt and can receive up to 130% of the order of 1200 tons of rock salt; and

WHEREAS, the Village of Itasca now wishes to accept the offer from Compass Materials American, Inc. and purchase its 2016 salt through the bid obtained from DuPage County Procurement Services Division.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby accept the offer from Compass Materials American, Inc. for the purchase of salt to be used for snow removal purposes in the amount of \$56.35 per ton.

SECTION TWO: The Village President, or his designee, is hereby authorized to execute any necessary documents to accept the offer from Compass Materials American, Inc.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately

from and after its passage and approval.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Melody J. Craven

**RESOLUTION NO. 863-16**

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT  
NO. 7 TO THE HR GREEN PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Village of Itasca has previously approved a Professional Services Agreement with HR Green, Inc. in which HR Green provides engineering services for the Village of Itasca concerning the construction of the Elgin O’Hare Western Access Tollway; and

WHEREAS, the Village now wishes to amend its Professional Services Agreement with HR Green, Inc.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve the Professional Services Agreement Amendment No. 7, attached hereto as Exhibit A and incorporated herein by reference, between HR Green, Inc. and the Village of Itasca.

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

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

APPROVED:

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Village President Jeffery J. Pruyn

ATTEST:

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Village Clerk Melody J. Craven

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public Agency Itasca	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 08-00057-00-BR	Fund Type: STP-Br	ITEP / SRTS / HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-381-08	BRM-8003(995)				

This Amendment is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Location Maple Street Route Off System Length 0.05  
 Termini Approximately 150' south of Irving Park Road to 400' south of Irving Park Road over Spring Brook Creek

Current Jurisdiction LA TIP Number \_\_\_\_\_ Existing Structure No 022-

**Amended Division of Cost**

Type of Work	STP-BR	%	%	LPA	%	Total
Participating Construction	909,297	( * )	( )	227,324	( Bal )	1,136,621
Non-Participating Construction		( )	( )	48370	( 100 )	48,370
Preliminary Engineering		( )	( )		( )	
Construction Engineering	106,723	( * )	( )	26,681	( Bal )	133,404
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 1,016,020</b>			<b>\$ 302,375</b>		<b>\$ 1,318,395</b>

\*Max FHWA (STP-BR) participation 80% not to exceed 1,016,020.

Non Participating Construction includes but is not limited to Architectural Enhancements.

**NOTE:**

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum(required for increases to state-let contracts only).

**ADDENDA**

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

\_\_\_\_\_  
(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Amendment and all Addenda.

**APPROVED**

Local Public Agency

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

By: \_\_\_\_\_

Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number \_\_\_\_\_  
conducting business as a Governmental  
Entity.

\_\_\_\_\_  
William M. Barnes, Chief Counsel

\_\_\_\_\_  
Date

DUNS Number \_\_\_\_\_

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**AGREEMENT FOR CONSULTANT SERVICES  
AMENDMENT #1**

Project #:	BRM-8003(995)
Section #:	08-00057-00-BR
Job #:	C-91-381-08
Contract#:	63775
Project Location:	Itasca
Original Construction Contract Value:	\$118,393.23
Amendment #1:	\$15,009.49
Revised Contract Value:	\$133,402.72

**AMENDMENT #1**

Whereas, the Village of Itasca heretofore entered into a contract dated August 7, 2013 with HR Green, Inc.

Whereas the circumstances which necessitate this Agreement Amendment were not reasonably foreseeable at the time the Agreement was signed. Therefore, revisions and additions to the original contract are necessary as follows:

- The signed agreement anticipated that the project would be completed in approximately 4 ½ month or 1195 hours.
- The start date of the project was May 12, 2014.
- The substantial completion date for this project was November 30, 2014.
- The total amount of time to complete the project is anticipated to be 1457 hours.
- It is anticipated that a \$15,009.23 increase to the contract will be necessary to complete this project.

Whereas, the foregoing changes and additions were not anticipated and were not provided for in the original contract;

Therefore, it is necessary to expand the upper limit of compensation to be paid under the contract, as such:

- The original Construction Engineering Service Agreement for Federal Participation (BLR Form 05611) shall remain intact.

Whereas, this amendment will provide the appropriate adjustments to include the labor fee and the direct cost for the additional time spent for construction supervision.

Whereas, the adjusted upper limit of compensation will exceed the original contract by not more than \$15,009.49.

Now, therefore, the parties hereto do mutually agree to changes to the AGREEMENT FOR CONSULTANT SERVICES as detailed above.

Save as to these provisions, all other terms and conditions of said contract are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Village of Itasca

ATTEST:

By \_\_\_\_\_  
Village Clerk

By \_\_\_\_\_  
Mayor

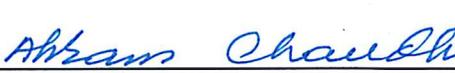
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FOR HR GREEN, INC.

ATTEST:

By   
Todd Destree, P.E., CPESC  
Senior Construction Project Manager

By   
Akram Chaudhry, P.E.  
Vice President/Principal





**Exhibit D- Construction Engineering  
Direct Costs**

**Construction Observation  
In-House Direct Costs**

Vehicle Use  
4 days x

\$65.000	per day =	\$260.00
<b>Sub-Total</b>		<b>\$260.00</b>

**Total Mileage Direct Cost                      \$260.00**

**RESOLUTION NO. 864-16**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION**

WHEREAS, the Village of Itasca has previously entered into an Engineering Services Agreement with HR Green, Inc. on August 7, 2013, as part of the Maple Street Bridge project; and

WHEREAS, the Village now wishes to amend the Engineering Services Agreement for Federal Participation with HR Green, Inc., as detailed in the Agreement for Consultant Services Amendment #1, attached hereto as Exhibit A.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve the Agreement for Consultant Services Amendment #1, attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED and ADOPTED by the Village President and Board of Trustees of the

Village of Itasca this \_\_\_\_ day of May, 2016.

APPROVED:

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President Jeffery Pruyn

ATTEST:

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Village Clerk Melody J. Craven

Local Agency	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant
VILLAGE OF ITASCA			ROBINSON ENGINEERING, LTD.
County DUPAGE			Address 300 PARK BLVD. SUITE 309
Section 10-00059-01-RS			City ITASCA
Project No. SRTS-M-4003 (338)			State IL
Job No. C-91-325-14	Zip Code 60143		Contact Name/Phone/E-mail Address Aaron E. Fundich, PE 815.412.2701 afundich@reltd.com
Contact Name/Phone/E-mail Address Ross Hitchcock 630.773.0835			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Irving Park Road Route IL-19 Length 0.75 mi Structure No. \_\_\_\_\_

Termini I-290 bridge; Catalpa Street; Walnut Street; Maple Street; Rush Street; North Ave @ Arlington Heights Road

Description: Pedestrian improvements at various intersections including sidewalks, pavement markings, traffic signal modifications and appurtenances

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

- Specific Rate  (Pay per element)
- Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.





**Illinois Department of Transportation**

**Exhibit A - Construction Engineering**

Route: Irving Park Road (IL-19)  
 Local Agency Village of Itasca  
 (Municipality/Township/County)  
 Section: 10-00059-01-SP  
 Project: SRTS-M-  
 Job No.: C-91-325-14

Cost Plus Fixed Fee Method of Compensation:

Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2  14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate   
 Lump Sum

\*Firm's approved rates on file with Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 167.64%  
 Complexity Factor (R) 0.00  
 Calendar Days 50

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-hours	Payroll Rate	Payroll Costs (DL)	Overhead (OF * DL)	Service By Others (SBO)	In-House Direct Cost (IHDC)	Fixed Fee (FF)	Total
Shop Drawing Reviews	Senior Engineer	16	\$43.65	\$698	\$1,171			\$271	\$2,140
Construction Staking & Layout	2-Man Field Crew	48	\$50.58	\$2,428	\$4,070			\$942	\$7,440
	Resident Engineer	8	\$35.95	\$288	\$482			\$112	\$881
Construction Observation	Resident Engineer	360	\$35.95	\$12,942	\$21,696			\$5,023	\$39,660
	Senior Project Mgr.	40	\$45.16	\$1,806	\$3,028			\$701	\$5,536
Project Documentation	Resident Engineer	80	\$35.95	\$2,876	\$4,821			\$1,116	\$8,813
	Senior Project Mgr.	16	\$45.16	\$723	\$1,211			\$280	\$2,214
As-Built Preparation	Resident Engineer	16	\$35.95	\$575	\$964			\$223	\$1,763
	CADD Technician	20	\$27.60	\$552	\$925			\$214	\$1,692
Meetings & Project Administration	Senior Project Mgr.	40	\$45.16	\$1,806	\$3,028			\$701	\$5,536
	Resident Engineer	24	\$35.95	\$863	\$1,446			\$335	\$2,644
<b>SubTotal</b>		<b>668</b>		<b>24,694</b>	<b>41,398</b>	<b>0</b>	<b>0</b>	<b>\$9,583</b>	<b>75,675</b>
HMA & Concrete Materials QA	GEOCON					\$10,651			\$10,651
CCDD Testing	GEOCON					\$6,334			\$6,334
<b>Totals</b>		<b>668</b>		<b>\$24,694</b>	<b>\$41,398</b>	<b>\$16,985</b>	<b>\$0</b>	<b>\$9,583</b>	<b>\$92,660</b>



**RESOLUTION NO. 865-16**

**A RESOLUTION AUTHORIZING APPROVAL OF AN  
ENGINEERING SERVICES AGREEMENT BETWEEN THE  
VILLAGE OF ITASCA AND ROBINSON ENGINEERING FOR  
PEDESTRIAN IMPROVEMENTS AT VARIOUS INTERSECTIONS**

WHEREAS, the Village of Itasca (hereinafter “Village”) wishes to engage the services of Robinson Engineering, Ltd. to provide engineering services for pedestrian improvements, including sidewalks, pavement markings, traffic signal modifications, and appurtenances, at the intersections of I-290 bridge, Catalpa Street, Walnut Street, Maple Street, Rush Street, North Avenue at Arlington Heights Road, with said services more fully described on the Construction Engineering Services Agreement between the Village and Robinson Engineering, Ltd., attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve the Construction Engineering Services Agreement, attached hereto as Exhibit A and incorporated herein by reference, between Robinson Engineering and the Village of Itasca.

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

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

APPROVED:

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Village President Jeffery J. Pruyn

ATTEST:

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Village Clerk Melody J. Craven