



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M., OCTOBER 1, 2013**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – September 17, 2013 Committee of the Whole Meeting
- IV) Regular Business**
 - 1) Status Report on the Crawford Avenue Construction Project (6:15 – 7:00 p.m.)
 - 2) Discussion Concerning Parking in the Northeast Industrial Manufacturing District (7:00 – 7:25 p.m.)
 - 3) Discussion Concerning 2014 Village Board Meeting Dates (7:25 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: September 27, 2013

DRAFT

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
SEPTEMBER 17, 2013**

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 P.M., Tuesday, September 17, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Turry, Trustees Leftakes, Cope, Patel, Klatzco

ABSENT: Trustees Sprogis-Marohn, Elster

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Aaron Cook, Development Manager; Robert Merkel, Finance Director; Joseph Mangan, Accountant; Charles Greenstein, Village Treasurer; Paul Eisterhold, Chair, Plan Commission

Approval of Minutes

The minutes of the August 27, 2013 Committee of the Whole workshop and the minutes of the September 3, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Klatzco moved to approve the minutes of August 27 as presented. Trustee Cope seconded the motion.

The motion passed by Voice Vote.

Trustee Patel moved to approve the minutes of September 3 as presented. Trustee Cope seconded the motion. The motion passed by Voice Vote. Trustee Leftakes abstained.

Regular Business

1. Status Report of the 2013-14 Fiscal Year Budget-

General Fund Budget Update – First Quarter FY13/14

This item was presented by Mr. Merkel with use of PowerPoint.

Budget Update FY13/14

	Adopted Budget FY13/14	Projected Annual FY13/14
Revenues	\$19,098,066	\$19,098,066
Expenditures	19,158,234	19,158,234
Deficit	(60,168)	(60,168)
Transfers-Net	111,753	111,753
Net Change to Fund Balance	\$51,585	\$51,585

GF Revenues FY13/14

- Sales tax – Projecting slightly lower than budgeted – approx. \$250,000
- Received \$103,000 grant for five air packs – revenue not included in FY2014 budget
- Income tax distribution from State of Illinois will be approximately \$100,000 more than budget
- Building permit revenue – tracking as budgeted
- Summer Camp Results – net income approx. \$24,000 over budget
- Pool results – tracking as budgeted – revenue down due to rainy and cool summer

FY2014/15 Revenue Issues

- Projected 2013 Tax Levy Increase – 1.7% or \$88,744 (2012 levy – 3% increase)
- Sustainability of recovery of current businesses in the Village and new business development
- U.S. economy is still in slow growth mode, Global economy is still lagging
- Potential permit revenue from development of Purple Hotel site

FY2014/15 Expenditure Issues

- IMRF Pension Rate Decrease (4%) – (Current rate 11.37%)
- Police Pension Funding – minimal decrease from current year budget(\$1,410,184) – extended funding requirement from 2033 to 2040
- No major GF capital expenditures are upcoming – Defer Fire Engine purchase to FY2015/16

The Debt Principal Re-payment schedule was presented.

Discussion and some questions ensued with clarification from Mr. Merkel

2. Discussion Concerning a Concept Plan for the Purple Hotel Site at 4500 West Touhy Avenue

This item was presented by Neil Stein, North Capitol Group.

Mr. Stein and his team presented concept plans for the site and discussed various planned uses.

Some discussion ensued. The members of the team clarified.

This, and additional information will be presented at the next meeting of the Plan Commission on Tuesday, September 24, 2013.

Adjournment

At 7:32P.M. Trustee Klatzco moved to adjourn Committee of the Whole. Trustee Cope seconded the motion.

The motion passed by Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: September 27, 2013

SUBJECT: **October 1 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:15 p.m.** on Tuesday evening. Dinner will be available beginning at 5:30 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items on the COTW agenda:

1) **Status Report on the Crawford Avenue Construction Project (6:15 – 7:00 p.m.)**

As has been discussed several times with the Village Board, Cook County is planning a major reconstruction of Crawford Avenue. The Board has directed that the County include in its plans various changes to the corridor including eliminating certain breaks in the center median to restrict turning movements and the adding of a left-turn lane for north-bound Crawford turning left onto Lincoln Avenue. In addition, the Board has directed that Village projects be incorporated into the project for efficiency purposes, such as installing new street lights, fire hydrants, sidewalks and water mains. Cook County is currently planning on going to bid on the project in the Fall with a start-date of next Spring. On Tuesday evening, staff will summarize for the Board the components of the project along with budget estimates for the Village-funded portions of the project. [Attached](#) is a memo from the Assistant to the Public Works Director summarizing the project.

2) **Discussion Concerning Parking in the Northeast Industrial Manufacturing District (7:00 – 7:25 p.m.)**

During discussions a few months ago concerning a parking variation request from Z Baking, the Village Board requested that staff review parking needs in the NEID District and discuss potential issues with parking in this area. At its September 3 COTW meeting the Board received a presentation from staff concerning parking generators in the District. Time did not allow staff to complete its presentation or allow the Board to discuss the issue so this item is reappearing on the COTW agenda for further discussion. [Attached](#) is a memorandum from the Community Development Director concerning this issue.

3) **Discussion Concerning 2014 Village Board Meeting Dates**

[Attached](#) is a list of potential meeting dates for 2014. April 15 would be the regularly scheduled Board meeting date. However, due to the Passover holiday, Board direction is being sought as to an appropriate meeting date for the second meeting in April. Thursday April 17 could be an option.

If you should have any questions concerning these matters, please feel free to contact me.



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Ashley Engelmann, Assistant to the Public Works Director

DATE: September 20, 2013

SUBJECT: Crawford Avenue Reconstruction Project Update

Background: For the last several years the Cook County Highway Department (CCHD) has planned to reconstruct Crawford Avenue which will include the installation of a new storm sewer. The County has notified the Village that they plan on opening bids for the project in Fall of 2013 and that they plan to start construction in the Spring of 2014.

The Village has held several meetings over the last few years with the County and with the public to discuss the reconstruction. At a Committee of the Whole (COTW) meeting on April 1, 2010 the Village Board directed staff to instruct the CCHD to include the following modifications to Crawford Avenue within their construction plans:

- Creating a northbound signalized left turn lane at Lincoln Avenue
- Creating a southbound left turn lane at Greenleaf Avenue
- Closing the median opening located just north of Morse Avenue
- Reducing the median opening at Morse Avenue from 130' to 80'

In addition to the above modifications, the County, at their cost, will be replacing adjacent sidewalk disturbed during construction. Sections that are not affected by the construction are eligible for a 50/50 cost share between the Village and the County. At the April 1, 2010 COTW the Village Board directed staff to move forward with replacing the sidewalk that is not affected by construction to take advantage of the cost sharing program during reconstruction. The cost estimate for the Village's share is \$34,000.

Direction was also provided at the April 2010 COTW regarding landscaping within the medians. At that time staff presented options for landscaping that included irrigation with plantings, plantings without irrigation and only sod and trees. The County has agreed to pay for the replacement of the trees on Crawford Avenue; therefore the Village Board directed staff to include only sod and trees for the medians. Staff has submitted a landscape plan to the County that will be included with the construction plans which details where the trees should be planted, the species and their associated diameters.

In addition to the improvements discussed above the Village has asked the County to include plans within their bid specifications for the following planned Village capital improvements in order to streamline the construction process. This will also allow the Village to take advantage of the reduction in certain costs (permits fees, material hauling, etc.) that would normally be borne by the Village in a stand-alone project and result in no additional future disruption within the right-of-way.

- Street light replacement
- Fire hydrant replacement (11 hydrants)

These projects will be 100% funded by the Village.

At the November 6, 2012 COTW meeting staff provided an update on the above projects and also requested direction regarding including replacement of the Village's 86 year old water mains that run along Crawford Avenue with the reconstruction project. At a meeting with County officials in October 2012 the County strongly advised the Village to replace them as part of the project. This was due to the fact that all of the mains are 86 years old and there is a significant risk that they will break during construction due to heavy construction vehicles and moving of the earth, or shortly thereafter. Should the water mains break during construction the Village will be responsible for the repairs. This is due to the fact that the Village's water main exists within the County's right-of-way under permit. Staff recommended including them as part of the project for the reasons detailed above and also viewed it as an opportunity to save approximately \$175,000 by combining the project with the County. In addition, the County offered an extended payback option in which they would allow the Village to payback the County for the cost of constructing the mains over a three year period at 0% interest. The Village Board directed staff to move forward with including the replacements in the reconstruction plans.

Finally, a flow meter will be installed in the new stormwater main that will carry stormwater from Lincolnwood to Skokie in order to monitor the flow and impact on Skokie's system. The County has stated that this cost will be the responsibility of the Village.

Purpose of Discussion: The purpose of the discussion is to provide a status update on the project. Following the discussion, Village staff will work with the County to finalize the intergovernmental agreement which is anticipated to be on the October 15, 2013 Village Board agenda.

Overall Estimated Budget Impact of Crawford Avenue Reconstruction on the Village:

Item	2012 Estimated Costs	2013 Updated Estimated Costs	Budget Fund
Water Mains	\$1,045,450	\$1,400,000	Water & Sewer Fund
Street Lights	\$815,470	\$918,000	Transportation Improvement Fund
Sidewalk	\$75,000	\$34,000	Motor Fuel Tax
Fire Hydrants	\$38,500	\$50,000	Water & Sewer Fund
Flow Meter	\$25,000	\$25,000	Water & Sewer Fund
TOTALS	\$1,999,420	\$2,427,000	N/A

Water & Sewer Fund **\$1,475,000**

Transportation Improvement Fund **\$918,000**

Motor Fuel Tax **\$34,000**

Payment to the County: The following payback schedule for the Village is being proposed:

- The first installment in the amount of one third of the actual total Village unit price cost will be invoiced by the County in May 2014 following the contract award for the Project, and the Village must pay the County within 60 days after receipt of the invoice from the County
- The second installment in the amount of one third of the actual total Village unit price cost will be invoiced by the County in May 2015, and the Village must pay the County within 60 days after receipt of the invoice from the County.
- The third installment, the remaining balance of Village obligations based upon the actual quantities used and the contract unit prices as awarded will be invoiced by the County in May 2016, and the Village must pay the County within 60 days after receipt of the invoice from the County.

Public Notification: The Village in conjunction with the County and the Village of Skokie will hold a public meeting in February 2014 to provide residents with information regarding the project that will start in the Spring of 2015.

Construction Traffic and Detours: During construction Crawford Avenue from Devon Avenue to Lincoln Avenue will be completed first so that it can be re-opened as soon as possible. Any residential side street closures will last no longer than one week. An adjacent street must be left open. Staff has advised the County that Greenleaf, Lunt and Morse may not be closed during the school year due to the school's traffic pattern. Residential driveway aprons along Crawford will be replaced as part of the project. Driveway access will be closed for two-three week periods. During construction, north of Lincoln Avenue there will be one lane of traffic open in each direction at all times. South of Lincoln Avenue there will be one-way traffic for a portion of

the project. However, this section will be completed first so that it can be re-opened as soon as possible.

Timeline: The County has presented the following timeline to staff regarding the reconstruction project:

Fall 2013- Open Bids

Spring 2014- Begin construction work

Winter 2015- Construction completed

Winter/Spring 2016- Project Close-out

Next Steps: Upon approval of the intergovernmental agreement staff will submit it to the County for signature. Staff will begin publishing communication pieces using the Village's resources to announce the project as well as the February 2014 public meeting.

Memorandum

To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: September 27, 2013

Subject: Parking in the Lincolnwood Business Park

At the September 3, 2013 COTW meeting, staff provided a power point presentation concerning parking in the Lincolnwood Business Park. The Lincolnwood Business Park refers to the Village's northeast quadrant adjoining the Town Center Mall development and its boundaries strongly align with the boundaries of the Village's first Tax Increment Finance (TIF) District, the North East Industrial District (NEID) TIF District. This area comprises the Village's largest concentration of businesses in the Village. Attached is the power point that was provided at the September 3, 2013 COTW meeting.

Unfortunately, due to time constraints, discussion of this topic on September 3, 2013 was abbreviated. To allow for full Village Board discussion, time has been set aside at the October 1, 2013 COTW meeting.

The intended purpose of the October 1, 2013 COTW discussion is to ascertain if additional actions by the Village should be taken in this business area concerning the existing parking supply, and if so, what measures should be considered. In the early 2000's, the Village created two off-street public parking lots as well as a designated parkway parking strip in this area. The development of these public parking areas coincided with the creation of the Northeast Parkway and its connection across the railroad tracks to Touhy Avenue via Lawndale Avenue.

To help frame discussion about future parking needs in this area, staff believes it is useful to consider three property types found in the area and the future development scenarios that likely will occur. These are:

- 1) The development of currently undeveloped/underdeveloped properties located in the area;
- 2) The redevelopment of existing developed properties, via land assembly with adjoining properties, for new development (such as for retail); and,
- 3) Re-use of existing buildings that will be re-used more-or-less, in their existing condition.

Staff believes that future parking needs for new development that will occur on either existing undeveloped or underdeveloped sites (such as the Bell & Howell property or the Grossigner storage lots) will be satisfied at the time these sites are ultimately developed. Similarly, parking needs generated by redevelopment that is the result of property which is assembled together, (such as for retail), will be satisfied through the act of acquiring sufficient land needed to supply both the necessary parking as well as land for the new building(s). Whether the Village should assist with land assembly for area redevelopment, due to private market challenges in assembling land, is a different question.

Properties which staff believes presents the greatest challenge to the future long term viability of this area is in the re-use of existing buildings where there is currently insufficient parking to relation to the size of the existing building. To be sure, the market for future re-use of existing buildings lacking sufficient parking will appeal to users that intrinsically do not demand much parking (certain warehousing or data storage centers for instance), however it is possible that the market for such properties with limited parking will itself be limited, increasing the likelihood of vacancies and/or reducing market value in the area. It is these type of properties, existing buildings with little associated parking that are not likely to be assembled for redevelopment, that staff believes warrants a conversation regarding parking.

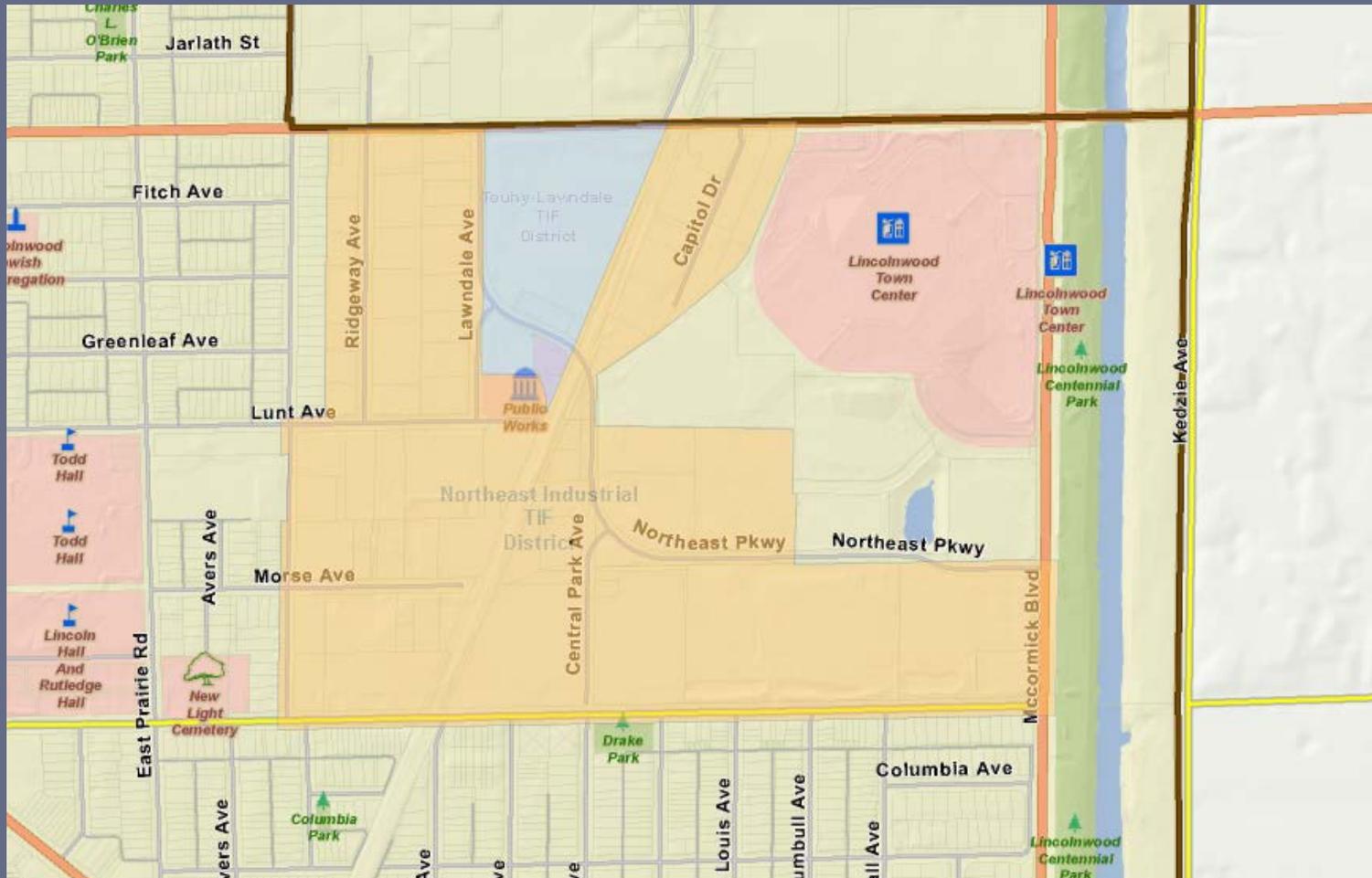
Attachments

1. September 3, 2013 Power Point Presentation

Parking

Lincolnwood Business Park

Lincolnwood Business Park Area



Parking Discussion Topics

- I. Current Public Parking Supply
- II. Existing Parking Conditions
- III. Recent Parking Issues
- IV. Future Parking Considerations

Parking Principles

Basic Principles

- Proximity of parking to destination important
- View from parking to destination a key factor
- Parking occurs at closest available space

Items to Consider

- Who is the parking for
 - Employees
 - Shoppers
 - Visitors
- What is the parking for
 - Current/Existing Need
 - New Demand/Future Need

Current Public Parking Locations



Village Public Parking Lot

*Located North of Public Works Facility
About 78 parking spaces contained in this lot*

Friday Noon April 26

- More than 30 parking spaces not used and available

Monday April 29 10:30am

- More than 40 spaces not used and available

Parking LOT is Currently Not Fully Utilized

PUBLIC PUBLIC

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Lincolnwood Public Works Yard Improvement

Village of Lincolnwood



Concept Plan- Areas I, II, and III (Total Buildout)

May 4, 2006



Village Public Parking Lot

Central Park/NE Parkway

About 24 parking spaces in this lot

- **Friday Noon April 26**
 - 9 parking spaces available
- **Monday April 29 11:30am**
 - 100% occupied (save for handicap space)

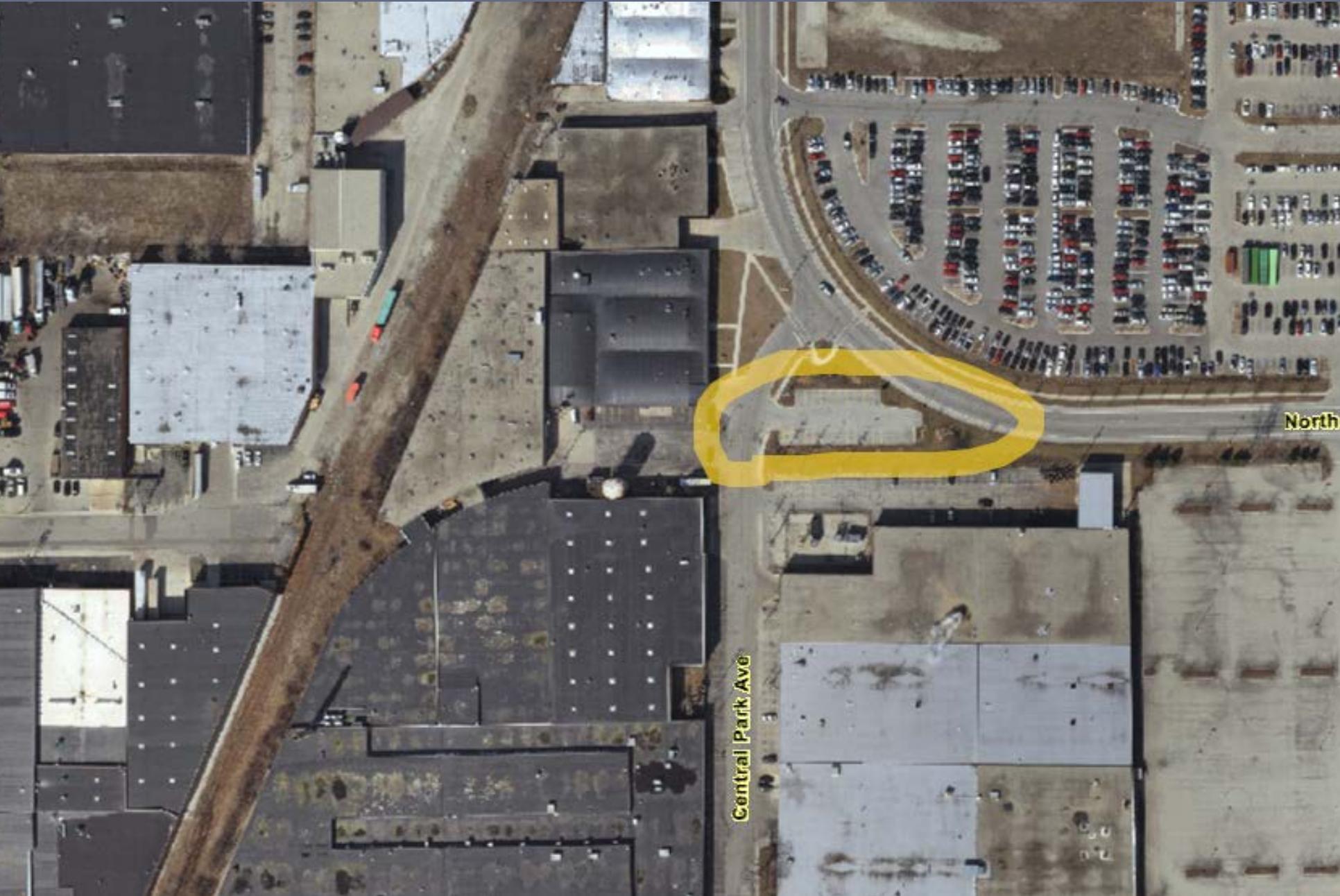
Monday observation: nearby Ravenswood parking lot and ATF lots appeared at capacity and likely generators of parking observed in Village Lot.



PUBLIC PUBLIC

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Central Park Ave

North

Central Park Parkway Parking

- Approximately 32 Parking Spaces Exist
- 13 Parking Spaces Occupied on Thursday
August 29th @11:45AM





ilmo

PRESS PADS

For Sale or Lease
38,000 SF
847.588.5487

8000





Existing Conditions

Other Parking

- **On Street Parking**
 - Generally Distributed Throughout District
- **Off Street Parking (private)**
 - Parking lots
 - Non Conforming Parking Layouts
 - Tandem Parking
- **Parking in Parkways**



Morse Avenue



Lawndale @ public parking lot looking south to Lunt



Hamlin looking South



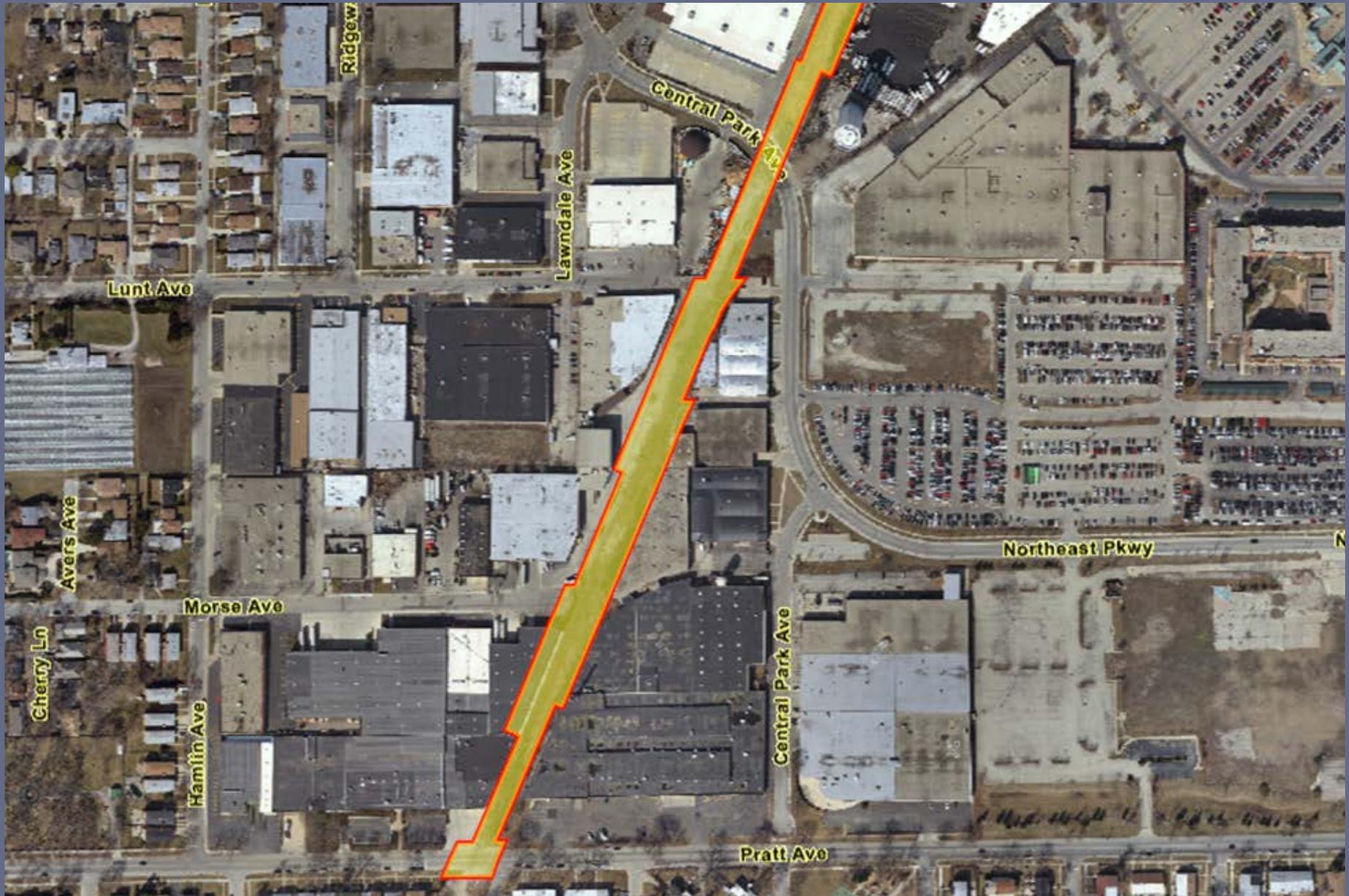


Recent

Business Parking Issues Raised

- **Truck Docking vs. Street Parking**
 - Requests for No Street Parking
- **Concern of Increase in Parking Demand from Proposed New Use Along Central Park**
 - Shore Galley Proposal Hearing
- **Z Baking Parking Variation**

RR ROW



Observations East of RR Track Central Park Avenue

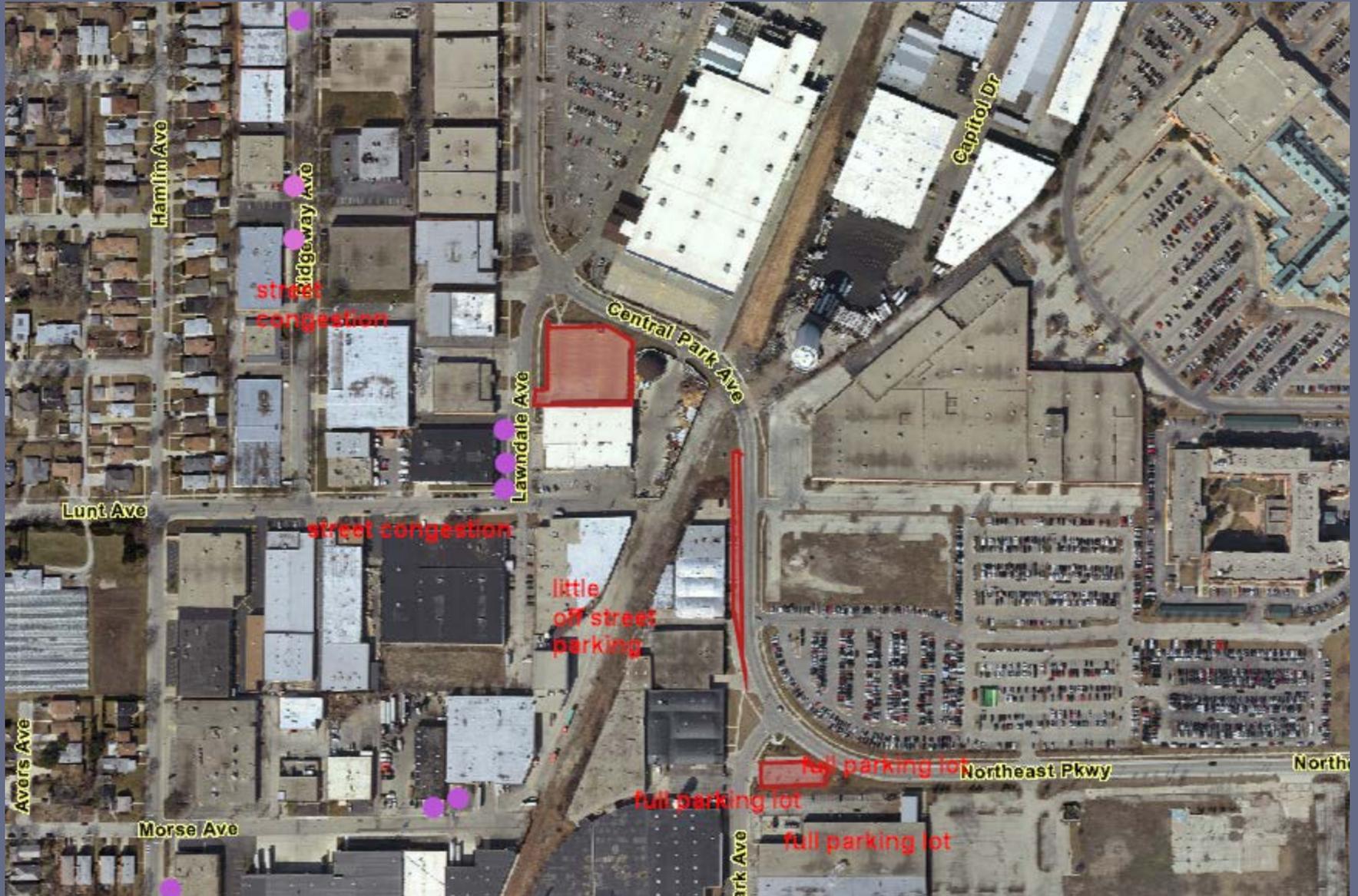


East of RR Tracks

Observations

- Current Village Parking Lot sometimes at capacity
- ATF/Ravenswood lots at Maximum/near capacity during operations
- Buildings north of NE parkway have limited off street parking
- Buildings north of NE parkway have Village created parkway parking

Observations



West of RR Tracks

Observations

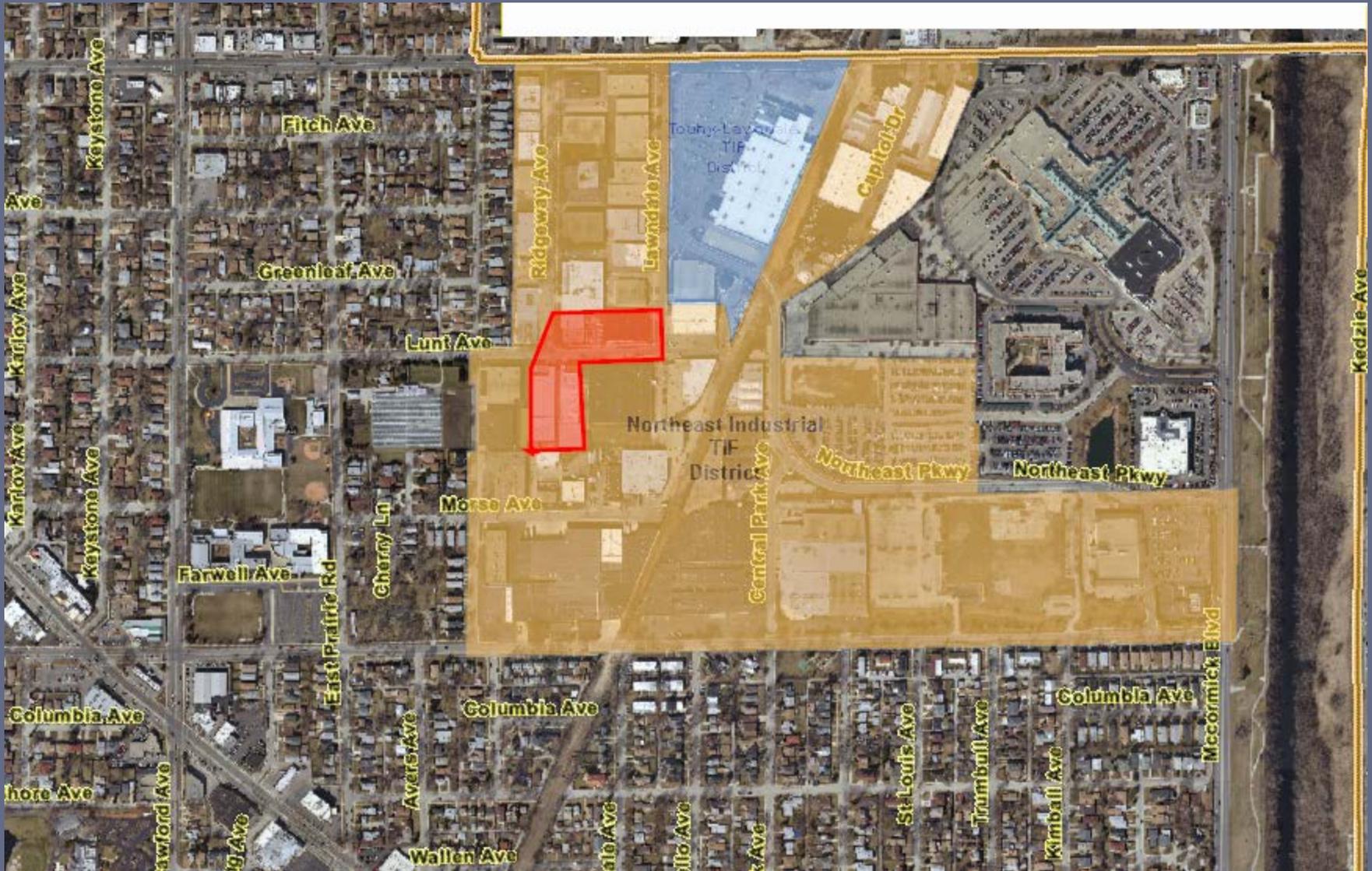
- Existing Lawndale Public Parking Lot Not fully utilized
- Most Congested Area along Lunt
(Ridgeway to Lawndale section)
- Generators of Lunt street congestion appear to be parcels lacking sufficient off street parking
 - Advanced Plastic
 - Food for Thought
 - Parcel @NW corner of Lawndale/Lunt
- Ridgeway Properties/street appears moderately deficient in parking for existing demand

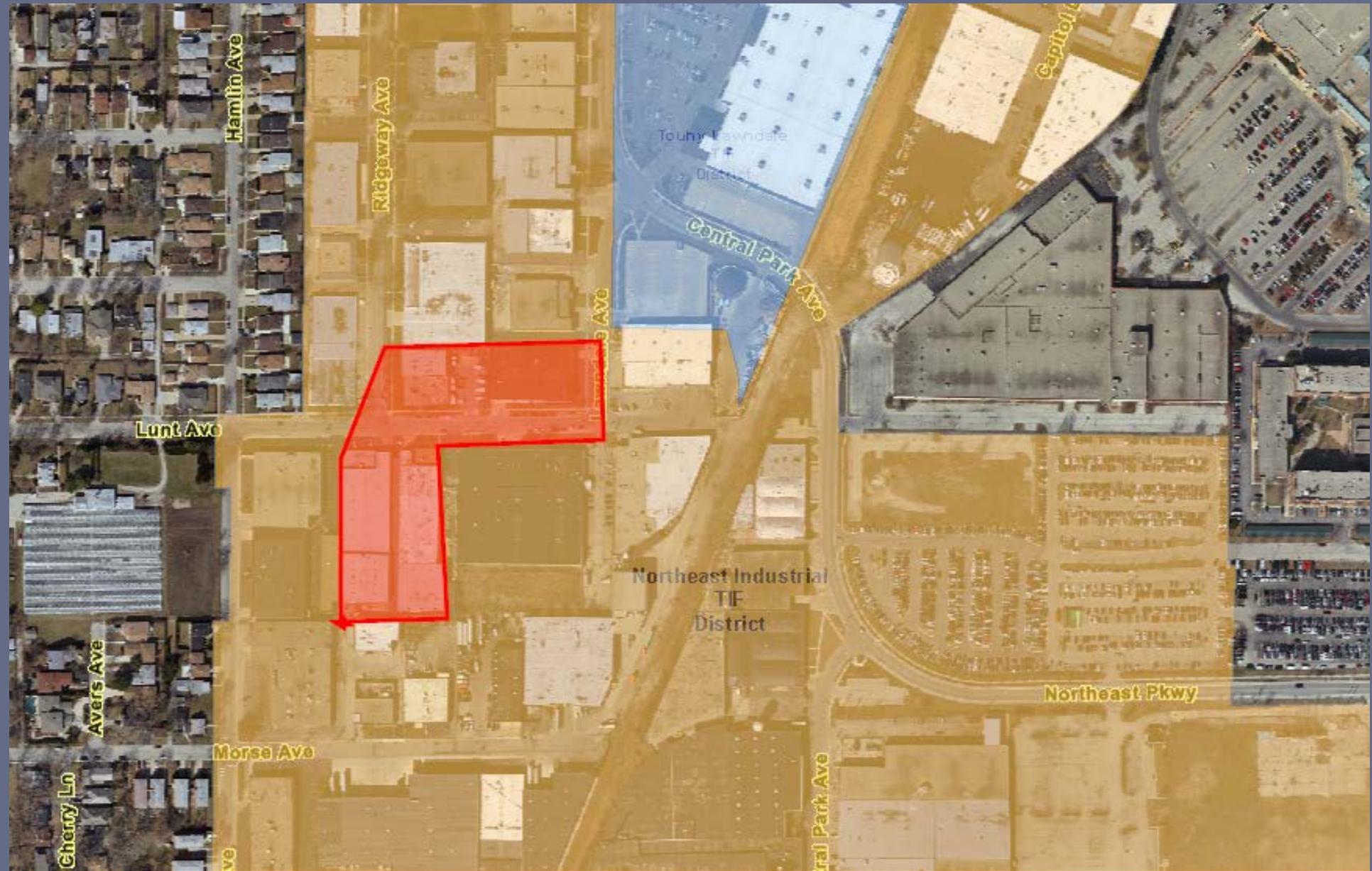
Lunt looking west from Lawndale



Area of Greatest Observed Congestion

Properties Contributing to Street Congestion





Hamlin Ave

Ridgeway Ave

Central Park Ave

Capitol

Touhy Lawndale District

Central Park Ave

Lunt Ave

Northeast Industrial TIF District

Northeast Pkwy

Avers Ave

Morse Ave

Cherry Ln

Central Park Ave

Lawndale @ public parking lot looking south to Lunt



Future Parking Demands

considerations

Changes Affecting Parking Demand

- **Changes in Transportation Modes**
 - Public Transportation/Bicycling /Pedestrian
- **Changes in Land Use/Parking Users Types**
 - Employment Center vs. Retail
 - Vacant/New Development Sites vs. Existing Developed Properties

Future Parking Need

Property Types

1. Existing Undeveloped Property
2. Existing Developed Properties that will be Assembled with Adjoining Properties for New Development
3. Reuse of Existing Buildings

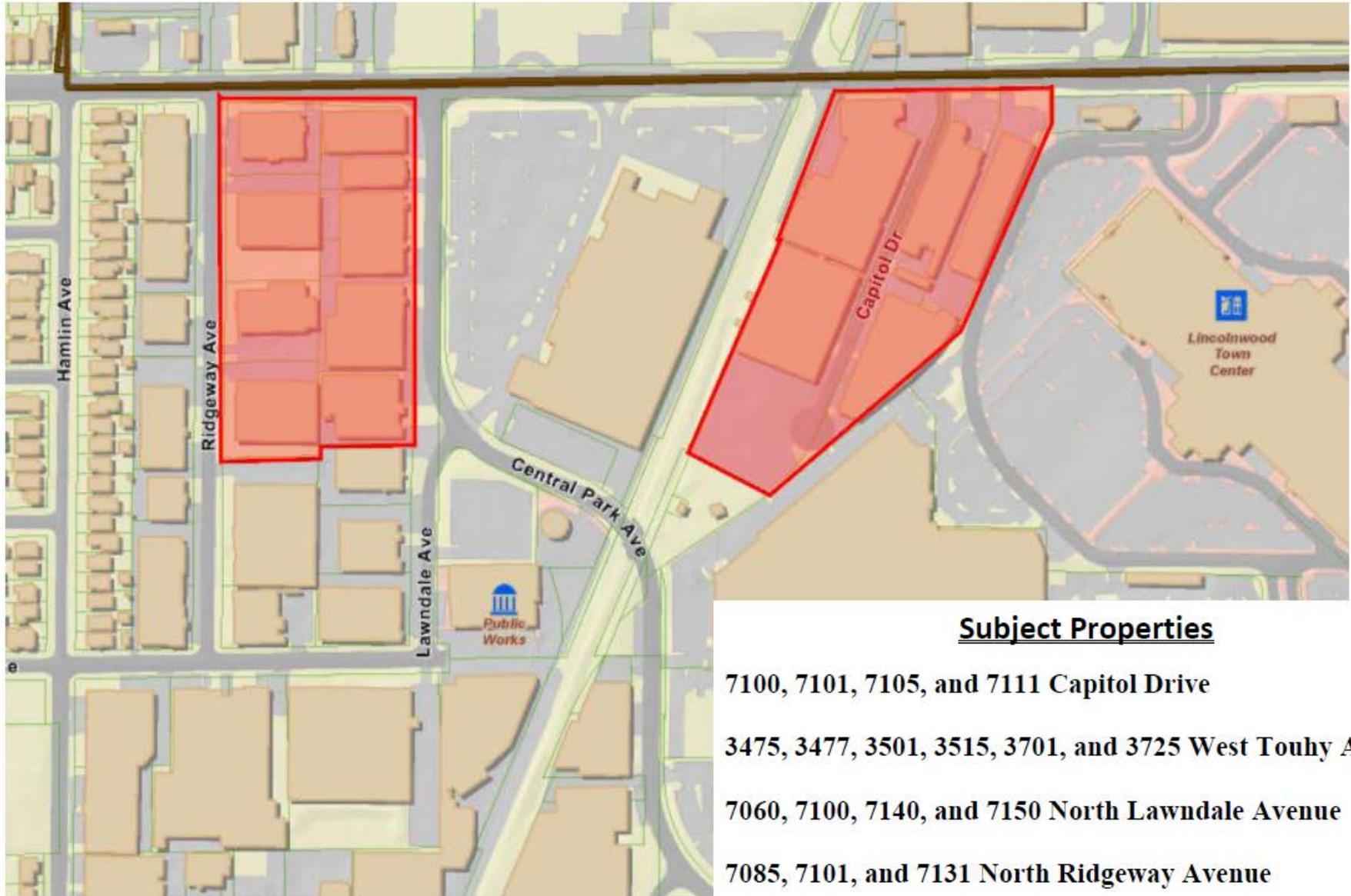
Undeveloped Areas

(Off Street Parking Provided as part of New Development)



Proposed Retail Overlay District

In the MB Zoning District



Subject Properties

7100, 7101, 7105, and 7111 Capitol Drive

3475, 3477, 3501, 3515, 3701, and 3725 West Touhy Avenue

7060, 7100, 7140, and 7150 North Lawndale Avenue

7085, 7101, and 7131 North Ridgeway Avenue

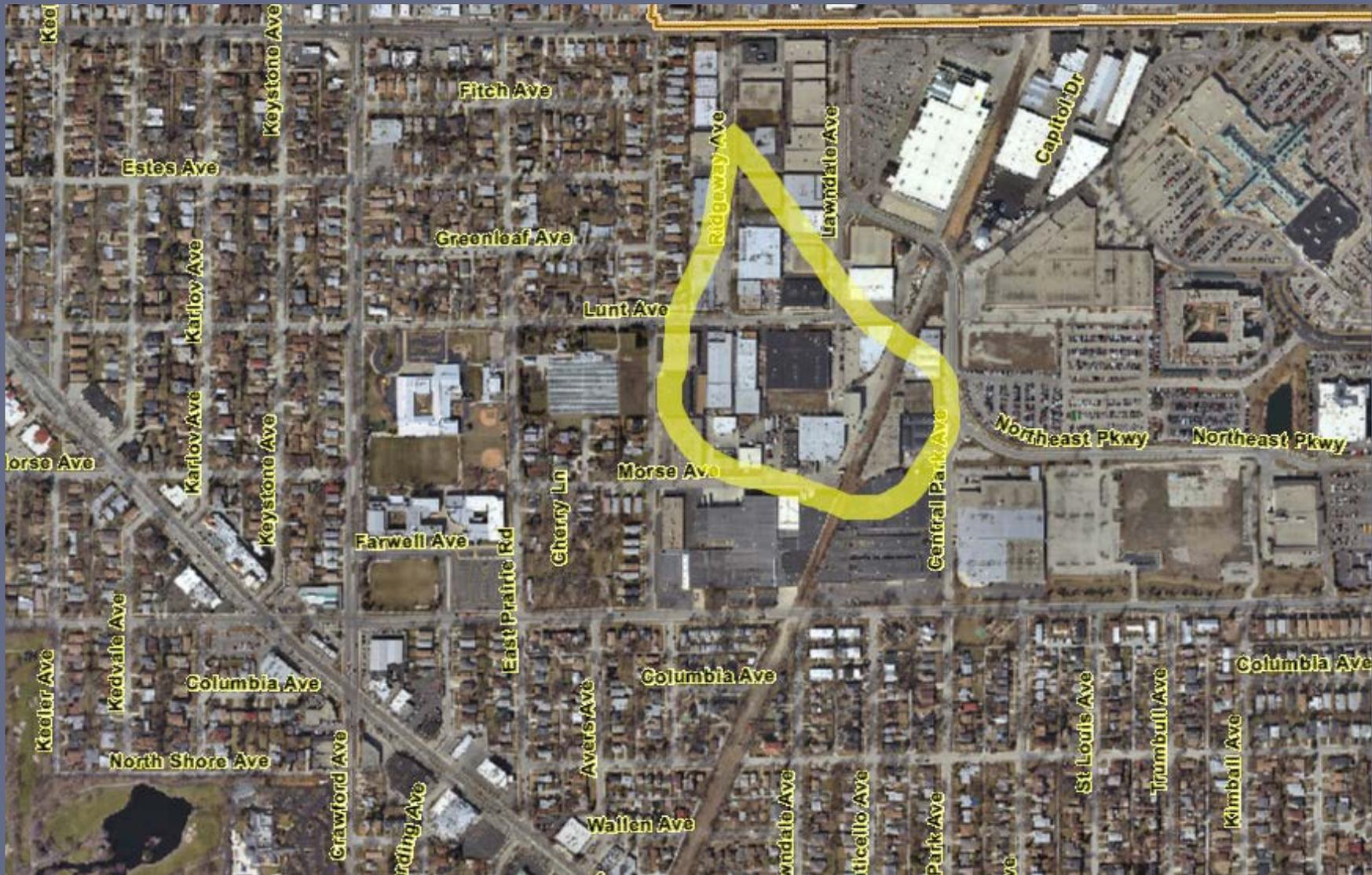
Future Retail Development

- Land Assembly Likely Necessary w/Demolition of Existing Buildings
- Parking Supply for Retail Provided by Developer as Part of Land Assembly & New Construction

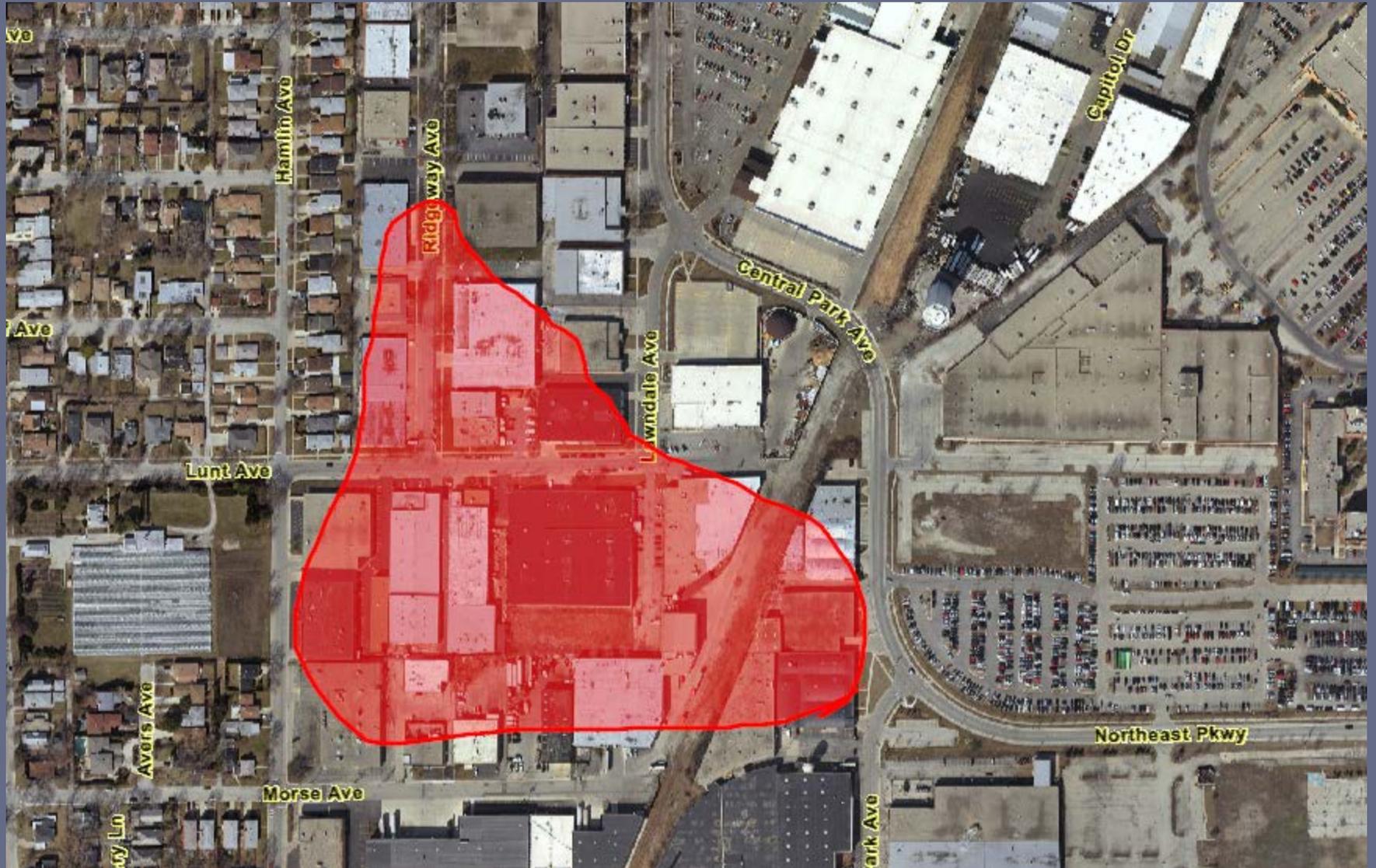
ReUse of Existing Buildings with Limited Existing Parking

- Market forces limit interest by new users
 - new users needing little parking most interested
- Reduced market for properties
 - potentially affecting property values/vacancy
- Existing Interior Park Properties least likely candidates for land assembly for new development

Interior Park Area



Interior Park Area





2014

PROPOSED VILLAGE BOARD MEETINGS

**Meetings take place the first and third Tuesday of the month unless
otherwise noted**

January 7 January 21

February 4 February 18

March 4 March 18

April 1 April 15 (Passover)
(Thursday April 17?)

May 6 May 20

June 3 June 17

July 15
(3rd Tuesday of the Month)

August 19
(3rd Tuesday of the Month)

September 2 September 16

October 7 October 21

November 4 November 18

December 2 December 16



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., OCTOBER 1, 2013**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – September 17, 2013

V. Warrant Approval

VI. Village President's Report

1. Proclamation Regarding Louis Glunz Beer, Inc. Day

VII. Consent Agenda (If any one wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)

1. Approval of an Ordinance Authorizing the Disposition of Personal Property Owned by the Village of Lincolnwood (Appears on the Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Resolution to Award a Bid for the Purchase of 800 Tons of Bulk Rock Salt in the Amount of \$44,968 to Morton Salt, Inc. (Appears on the Consent Agenda Because it for the Lowest Qualified Bidder)
3. Approval of an Ordinance Adopting a Text Amendment to Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations for A-frame, Sandwich Board, and Portable Signs (Appears on the Consent Agenda Because it was Unanimously Approved at a Prior Village Board Meeting)

VIII. Regular Business

4. Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West Northshore Avenue
5. Consideration of a Recommendation by the Plan Commission Concerning a Special Use for a Drive Through Bank Facility and Certain Variations Related to a New Building and Off-Street Parking Lot at 4007 West Touhy Avenue

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Executive Session

An Executive Session is Requested to Discuss Pending Litigation and Personnel

XV. Adjournment

DATE POSTED: September 27, 2013

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6 and AT&T U-VERSE Channel 99 at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. or online at www.lincolnwoodil.org/boardmeetings.cfm.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
SEPTEMBER 17, 2013**

DRAFT

Call to Order

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:35 P.M., Tuesday, September 17, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance to the flag of our country.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Turry, Trustees Leftakes, Klatzco, Cope, Patel

ABSENT: Trustees Sprogis-Marohn, Elster

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Chuck Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Timothy Clarke, Community Development Director; Aaron Cook, Development Manager; Robert Merkel, Finance Director; Joseph Mangan, Accountant.

Approval of Minutes

The minutes of the September 3, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Cope moved to approve the minutes as presented. Trustee Klatzco seconded the motion. Trustee Leftakes abstained. The motion passed by Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$265,754.01, Trustee Leftakes seconded the motion.

Upon Roll Call by Village Clerk Beryl Herman the results were:

AYES: Trustees Klatzco, Leftakes, Patel, Cope, President Turry

NAYS: None

The motion passed

Village President's Report

1. Proclamation Regarding Texting and Driving

President Turry read the proclamation which identified dangers of texting and the research involved in minimizing some of the dangers. He then resolved that September 19, 2013 be recognized as Drive 4 Pledges Day in the Village of Lincolnwood.

The Board concurred.

Consent Agenda

- 1. Approval of a Resolution Authorizing a Lease Agreement with Impact Networking for Six Copy Machines**
- 2. Approval of a Resolution Authorizing the Village Manager to Execute an Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services with the Cook County Department of Public Health**

3. **Approval of a Recommendation by the Committee on Ordinances Rules and Buildings (CORB) to Adopt an Ordinance Adopting the 2009 Edition of Certain International Code Council (ICC) Codes, the 2012 Edition of the International Energy Conservation Code and the 2011 Edition of the National Electric Code (NEC), along with Certain Local Amendments**
4. **Approval of a Resolution Granting an Extension of the Period of Validity for Variations Granted for 6540 North Lincoln Avenue**

Trustee Klatzco moved to approve the Consent Agenda as presented. Trustee Patel seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Klatzco, Patel, Cope, Leftakes, President Turry

NAYS: None

The motion passed.

Regular Business

5. **Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West Northshore Avenue**

At the Board meeting of September 3, 2013, Trustee Klatzco moved to Table this item to the Board meeting of September 17, 2013, Trustee Patel seconded the motion. The motion passed with a Voice Vote

Trustee Leftakes moved to remove the item from the Table, seconded by Trustee Patel.

The motion passed with a Voice Vote.

The item is now open for discussion.

Mr. Cook presented the item, provided background and stated that specifications had been investigated by staff.

Petitioner Lee Glickman was in attendance and addressed the Board regarding the history of fences on her property and the fencing materials.

Residential Fence Variation at 3719 West Northshore

Request for fence to be comprised of a material defined as Unacceptable by the Zoning Code.

3719 West Northshore – Proposed Fence

*Replacement Fence for Rear Yard of Property

*Complies with All Bulk Regulations

- Location, Height, Design

*Replacement Material Listed as an Unacceptable Material Type

- Manufactured from Custom Blended Polyvinyl Chloride (PVC)
- PVC Considered a Plastic or Synthetic Material

Information from the Zoning Code regarding Fence Material, Unacceptable was presented

ZBA Deliberations – August 21 2013 Public Hearing

*Noted similar variation granted at 3521 West Arthur

- PC/ZBA unanimously recommended denial of Variation Request for vinyl fence
- Village Board approved requested variation (February 2008)

*ZBA divided on appropriateness of variation

*Ms. Linda Kirshner, applicant’s daughter and Lincolnwood resident testified in favor of variation

*No other public testimony was received

ZBA Recommendation – August 21, 2013

*By 3-2 Vote, ZBA recommends approval of requested variation to permit unacceptable fence material

- Commissioners O'Brien, Nickell and Gordon noted PVC material is attractive and durable and material has improved in quality
- Chairman Malkin and Commissioner Grant dissented, noting lack of demonstrated hardship necessary to grant variation
- By 4-1 vote, ZBA also recommends Village Board refer a Text Amendment to consider the list of unacceptable fence materials

Discussion and comments ensued.

Attorney Elrod clarified the situation and offered several options. If this item were referred back to the Plan Commission, it could not be on the agenda until the meeting of November 6, 2013.

Trustee Cope moved to concur with the recommendation of ZBA and direct the attorney to prepare an Ordinance. There was no second-the motion died.

Trustee Leftakes moved to Table the item to the Village Board Meeting of October 1, 2013, seconded by Trustee Cope. The motion passed with a Voice Vote

6. Consideration of a Recommendation by the Plan Commission to Amend Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations of A-frame, Sandwich Board, and Portable Signs

This item was presented by Mr. Cook with use of PowerPoint.

Trustee Patel moved to remove this item from the Table and present for consideration, seconded by Trustee Klatzco. The motion passed with a Voice Vote.

The item is now open for discussion.

Mr. Cook presented a map indicating locations of these types of signs in the Village.

Proposed Zoning Code Amendment – Concerning “A-frame, Sandwich Board and Portable Signs”

Amendment to Sections 11.04(8), 11.05 and 11.06(1)

Consideration Process

*November 20, 2012

- Village Board referred the matter to the Plan Commission

*January 9 & February 6, 2013

- Plan Commission continued the matter

*March 6, May 1 & June 5, 2013

- Plan Commission discussed the matter concluding with a recommendation to amend Code

*Discussion of Portable Signs includes “Portable A-Frame & Sandwich Board” style signs

Plan Commission Hearing

*Staff noted existing Code language regulating Portable Signs is not clear

- All Portable Signs Prohibited?
- Portable Signs Prohibited in Public Rights-of-Way Only?
- Portable Signs Permitted in All Locations as Special Event/Grand Opening Signs?

- *Plan Commission Expressed Desire to Allow Portable Signs on Private Property
 - Reviewed Neighboring Communities Regulations
 - Identified Morton Grove as Preferred Example
- *Plan Commission Reviewed Existing Portable Signs & Locations in Village
- *Concluded
 - Prohibiting Portable Signs Would Not Promote Positive Business Environment
 - Portable Signs Should Not Be Allowed within Public Right-of-Way, Only on Private Property
 - Portable Signs Should Not Require Sign Permit
 - Portable Signs Should Be Allowed Only During Business Hours
- *Plan Commission Reviewed Draft Amendment Language Based on Morton Grove Regulations
- *Business Owner, Craig Klatzco, Commented on Standard Size/Height of Portable Signs
- *No Other Public Testimony Received

Plan Commission Recommended Regulations

- *Portable Signs
 - Limited to one sign for each frontage of a business space
 - Maximum Size: Four feet in height and six square feet per sign face
 - Not allowed in sight-triangle
 - Must be professionally printed or changeable copy board. Hand written signs are prohibited.
 - Shall be free of dents and other damage and maintained in like-new appearance
 - Shall only be displayed during hours that business is open
 - Shall be weighted or anchored to not tip over

Three Recommended Text Amendments to sign Regulation Provisions

- *To Exempt Sign Section (permit not needed)
 - To add new portable sign regulations as indicated above
- *To Permitted Sign Section (permit needed)
 - To clarify that special event signs are only for private property and do not include portable signs
- *To Prohibited Sign Section (prohibited signs)
 - To eliminate references to portable signs

Plan Commission Recommendation

- *Recommended by 5-0 Vote Text Amendment to Adopt Regulations for Portable Signs
- *Recommendation Includes Amendments to:
 - Section 11.04(8) Permitted Signs Section
 - Section 11.05 Exempt Signs Section
 - Section 11.06(1) Prohibited Signs Section
- *Plan Commission Also Opined
 - Enforcement of New Regulations Not Begin Until January 1, 2014

Recommended new language for the Exempted Signs Section 11.05 was presented as well as Companion recommended language for Permitted Signs Section 11.04 and Prohibited Signs Section (11.06).

Discussion and questions ensued with clarification by Plan Commission Chair Eisterhold.

Trustee Cope moved to concur with the recommendation to amend to direct the Village Attorney to prepare the requisite Ordinance for approval. Trustee Klatzco seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Klatzco, Cope, Leftakes, Patel, President Turry

NAYS: None

7. Consideration of an Ordinance Waiving Enforcement of Section 6-1-5(E)(3) of the Municipal Code and Approving a Special License Agreement for Reconstruction of a Driveway at 6550 North Longmeadow Avenue

This item was presented by Mr. Cook with use of PowerPoint.

Background

*Property Owner Seeks to Replace Existing Driveway with Brick Pavers

- Existing Driveway Encroaches into Adjacent Village Public Sidewalk Right-of-Way
- Existing Driveway Non-Compliant with Two Regulations
 - ^Closer Than One Foot From Side Lot Line
 - ^Driveway Flare Extends Beyond Side Property Line as Extended to Curb

Property Owner Seeks Approval for Continued Use of Village Right-of-Way a Waiver of the Two Regulations

Village Board Action

*Threshold Question:

- Is Village Board Willing to Allow Continued Use of Walkway ROW for Driveway

*If Agreeable to Request:

- Adopt Ordinance with Special License
- Special License Includes Public Works Recommended Requirements

Petitioner/Resident Landini of 6550 N. Longmeadow addressed the Board.
Discussion ensued.

Trustee Cope made a motion to approve an Ordinance waiving enforcement. Trustee Leftakes seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Cope, Klatzco, Leftakes, President Turry

NAYS: Trustee Patel

The motion passed.

8. Consideration of an Ordinance Adopting a Text Amendment to Section 5.13 of the Zoning Code Concerning Final Authority on Appeals of the Zoning Officer's Determination

This item was presented by Mr. Cook.

Approval of this Ordinance would codify the recommendation of the Plan Commission which would allow the Village Board to be the final authority on Appeals.

Trustee Leftakes moved to approve the Ordinance. Trustee Klatzco seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Leftakes, Klatzco,

NAYS: None

The motion passed.

Manager's Report

Mr. Wiberg identified items discussed at this evening's Committee of the Whole. For details of this discussion, see the Committee of the Whole Minutes of September 17, 2013.

Board and Commissions Report

None

Village Clerk's Report

None

Trustee Reports

None

Public Forum

None

Adjournment to Executive Session

Trustee Klatzco moved to adjourn the Regular Meeting of the Village Board meeting to Executive Session for the purpose of discussion of Property Acquisition and Personnel at 8:50PM. Trustee Patel seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Klatzco, Patel, Cope, Leftakes

NAYS: None

The motion passed

Reconvention

President Turry Reconvened the Regular Meeting at 9:52PM.

Adjournment

At 9:53PM Trustee Klatzco moved to adjourn the Regular Board Meeting, seconded by Trustee Cope

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: September 27, 2013

The following are the totals for the List of Bills being presented at the October 1st Village Board meeting.

10/01/2013	\$259,326.21
10/01/2013	169,218.12
10/01/2013	77,884.54
Total	<hr/> \$ 506,428.87

Accounts Payable To Be Paid Proof List



User: jmm
Printed: 09/23/2013 - 9:01 AM
Batch: 100-10-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Airgas										
AIRGAS										
9912732121	08/31/2013	144.90	0.00	10/01/2013	Oxygen cylinders for ambulances		-		No	0000
101-350-512-5660	EMS supplies									
	9912732121 Total:	144.90								
	AIRGAS Total:	144.90								
	<u>Airgas Total:</u>	<u>144.90</u>								
Amazon										
AMAZON										
155178941385	09/04/2013	24.97	0.00	10/01/2013	Office Supplies - Admin		-		No	0000
101-200-511-5799	Other materials & supplies									
	155178941385 Total:	24.97								
172043604900	08/20/2013	6.83	0.00	10/01/2013	Office Supplies - Admin		-		No	0000
101-000-210-2650	Contractor Permits Payable									
	172043604900 Total:	6.83								
	AMAZON Total:	31.80								
	<u>Amazon Total:</u>	<u>31.80</u>								
American Express										
AMEREXP										
31083081213	08/12/2013	149.00	0.00	10/01/2013	ABT - service call for dishwasher		-		No	0000
101-350-512-5499	R&M - other									
	31083081213 Total:	149.00								
31083081513	08/15/2013	26.75	0.00	10/01/2013	ABT - hose for dishwasher		-		No	0000
101-350-512-5499	R&M - other									
	31083081513 Total:	26.75								
31083082113	08/21/2013	1,648.08	0.00	10/01/2013	Smoke and Carbon monoxide detectors		-		No	0000
101-350-512-5730	Program supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	31083082113 Total:	1,648.08								
31117090613	09/06/2013	5.00	0.00	10/01/2013	Train Fare - Mayor		-		No	0000
101-100-511-5850	Purchased Transportation									
	31117090613 Total:	5.00								
31158081213	08/12/2013	308.34	0.00	10/01/2013	Logme in Remote Access		-		No	0000
101-250-511-5640	Computer supplies									
	31158081213 Total:	308.34								
31158082013	08/20/2013	47.95	0.00	10/01/2013	Shirts for employees		-		No	0000
101-100-511-5799	Other materials & supplies									
	31158082013 Total:	47.95								
31158082213	08/22/2013	411.80	0.00	10/01/2013	Excellence in service gift cards		-		No	0000
101-200-511-5799	Other materials & supplies									
	31158082213 Total:	411.80								
31158083013	08/30/2013	150.00	0.00	10/01/2013	Job posting for programs coordinator		-		No	0000
101-200-511-5510	Advertising									
	31158083013 Total:	150.00								
31158090413	09/04/2013	636.08	0.00	10/01/2013	Router for backup internet		-		No	0000
101-250-511-6530	Equipment - data processing									
	31158090413 Total:	636.08								
32008082413	08/24/2013	231.80	0.00	10/01/2013	Airfare - ICMA Conference - Village Mgr		-		No	0000
101-200-511-5850	Purchased transportation									
	32008082413 Total:	231.80								
33071081413	08/14/2013	1,439.99	0.00	10/01/2013	Cab enclosure for golf cart		-		No	0000
205-430-515-5730	Program supplies									
	33071081413 Total:	1,439.99								
33071082613	08/26/2013	21.00	0.00	10/01/2013	Parking for APWA Conference		-		No	0000
101-400-511-5820	Local mileage, parking & tolls									
	33071082613 Total:	21.00								
33071082713	08/27/2013	21.00	0.00	10/01/2013	Parking for APWA Conference		-		No	0000
101-400-511-5820	Local mileage, parking & tolls									
33071082713	08/27/2013	15.44	0.00	10/01/2013	Lunch for APWA Conference		-		No	0000
101-400-511-5840	Meals									
33071082713	08/27/2013	18.19	0.00	10/01/2013	Lunch for APWA Conference		-		No	0000
101-400-511-5840	Meals									
	33071082713 Total:	54.63								
33071082813	08/28/2013	21.00	0.00	10/01/2013	Parking for APWA Conference		-		No	0000
101-400-511-5820	Local mileage, parking & tolls									
	33071082813 Total:	21.00								
35142081213	08/12/2013	4.00	0.00	10/01/2013	Lettering Delights - fonts-touch truck		-		No	0000
205-504-515-5730	Program supplies									
35142081213	08/12/2013	4.00	0.00	10/01/2013	Lettering Delights - art-touch truck		-		No	0000
205-504-515-5730	Program supplies									
35142081213	08/12/2013	154.03	0.00	10/01/2013	Vista Print - banner for touch truck		-		No	0000
205-504-515-5510	Advertising									
	35142081213 Total:	162.03								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
35142081313	08/13/2013	329.99	0.00	10/01/2013	American Musical - Speaker for CC		-			No 0000
205-571-515-5730	Program supplies									
	35142081313 Total:	329.99								
35142081613	08/16/2013	206.10	0.00	10/01/2013	Paypal - Elvis for Senior Expo		-			No 0000
205-570-515-5270	Purchased program services									
35142081613	08/16/2013	199.14	0.00	10/01/2013	S & S Worldwide - sports equipment		-			No 0000
205-502-515-5730	Program supplies									
35142081613	08/16/2013	11.89	0.00	10/01/2013	S & S Worldwide - birthday supplies		-			No 0000
205-506-515-5730	Program supplies									
	35142081613 Total:	417.13								
35142081913	08/19/2013	51.21	0.00	10/01/2013	L'Woods -lunch with accreditation mentor		-			No 0000
205-500-515-5840	Meals									
	35142081913 Total:	51.21								
35142082113	08/21/2013	400.00	0.00	10/01/2013	ILIPRA - leadership academy registration		-			No 0000
205-500-515-5810	Conference & meeting registrat									
	35142082113 Total:	400.00								
35142082213	08/22/2013	15.15	0.00	10/01/2013	Fun Express - birthday supplies		-			No 0000
205-506-515-5730	Program supplies									
	35142082213 Total:	15.15								
35142082413	08/24/2013	360.45	0.00	10/01/2013	Paypal - Elvis for Senior Expo		-			No 0000
205-570-515-5270	Purchased program services									
35142082413	08/24/2013	75.00	0.00	10/01/2013	Subway - senior expo lunch		-			No 0000
205-570-515-5270	Purchased program services									
35142082413	08/24/2013	67.12	0.00	10/01/2013	Village Fresh Kitchen - Senior expo		-			No 0000
205-570-515-5270	Purchased program services									
	35142082413 Total:	502.57								
35142082913	08/29/2013	4.00	0.00	10/01/2013	Lettering Delights - club kid newsletter		-			No 0000
205-520-515-5730	Program supplies									
	35142082913 Total:	4.00								
35142091713	09/17/2013	45.00	0.00	10/01/2013	ILIPRA - work place application		-			No 0000
205-500-515-5810	Conference & meeting registrat									
	35142091713 Total:	45.00								
	AMEREXP Total:	7,078.50								
	American Express Total:	7,078.50								
Arteta Elvira										
ARTETAE										
09172013	09/17/2013	28.32	0.00	10/01/2013	2012 Utility Tax Rebate		-			No 0000
101-000-410-4050	Utility tax - electric									
09172013	09/17/2013	20.87	0.00	10/01/2013	2012 Utility Tax Rebate		-			No 0000
101-000-410-4055	Utility tax - natural gas									
09172013	09/17/2013	19.38	0.00	10/01/2013	2012 Utility Tax Rebate		-			No 0000
101-000-410-4060	Telecommunications tax									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	09172013 Total:	68.57								
	ARTETA Total:	68.57								
	Arteta Elvira Total:	68.57								
AT&T										
AT&T										
773R07163608	08/28/2013	77.36	0.00	10/01/2013	Telephone Services - August		-		No	0000
215-000-512-5580	Telephone									
	773R07163608 Total:	77.36								
847734584008	09/07/2013	1,202.88	0.00	10/01/2013	Telephone Services - August		-		No	0000
215-000-512-5580	Telephone									
	847734584008 Total:	1,202.88								
847734584308	09/07/2013	345.76	0.00	10/01/2013	Telephone Services - August		-		No	0000
215-000-512-5580	Telephone									
	847734584308 Total:	345.76								
	AT&T Total:	1,626.00								
	AT&T Total:	1,626.00								
AT&T Long Distance										
AT&TLONG										
816614078	09/04/2013	3.98	0.00	10/01/2013	Long Distance a/c 816614078 - August		-		No	0000
215-000-512-5580	Telephone									
	816614078 Total:	3.98								
	AT&TLONG Total:	3.98								
	AT&T Long Distance Total:	3.98								
Call One										
CALLONE										
1010-7823-0001	09/15/2013	2,101.71	0.00	10/01/2013	Telephone - Admin/Police - Sept		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0001 Total:	2,101.71								
1010-7823-0002	09/15/2013	268.94	0.00	10/01/2013	Telephone - Standpipe SCADA - Sept		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0002 Total:	268.94								
1010-7823-0003	09/15/2013	157.89	0.00	10/01/2013	Telephone - Police Radio Circuit - Sept		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0003 Total:	157.89								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1010-7823-0004	09/15/2013	47.26	0.00	10/01/2013	Telephone - Aquatic Center - Sept		-			No 0000
205-560-515-5580	Telephone									
	1010-7823-0004 Total:	47.26								
1010-7823-0007	09/15/2013	377.23	0.00	10/01/2013	Telephone - Public Works - Sept		-			No 0000
660-610-519-5580	Telephone									
	1010-7823-0007 Total:	377.23								
1010-7823-0008	09/15/2013	27.29	0.00	10/01/2013	Telephone - Pump House - Sept		-			No 0000
660-610-519-5580	Telephone									
	1010-7823-0008 Total:	27.29								
1010-7823-0009	09/15/2013	442.88	0.00	10/01/2013	Telephone - Red Center - Sept		-			No 0000
101-210-511-5580	Telephone									
	1010-7823-0009 Total:	442.88								
1010-7823-0010	09/15/2013	291.70	0.00	10/01/2013	Telephone - Municipal Center - Sept		-			No 0000
101-210-511-5580	Telephone									
1010-7823-0010	09/15/2013	115.00	0.00	10/01/2013	Telephone - Municipal Center - Sept		-			No 0000
660-610-519-5580	Telephone									
	1010-7823-0010 Total:	406.70								
	CALLONE Total:	3,829.90								
	Call One Total:	3,829.90								
City of Chicago Dept of Water										
CTYOFCHI										
430883-430883	09/09/2013	96,675.04	0.00	10/01/2013	Water usage - 7/11/13 thru 8/9/13		-			No 0000
660-620-519-5790	Water purchases									
	430883-430883 Total:	96,675.04								
430884-430884	09/09/2013	83,264.72	0.00	10/01/2013	Water usage - 7/11/13 thru 8/9/13		-			No 0000
660-620-519-5790	Water purchases									
	430884-430884 Total:	83,264.72								
	CTYOFCHI Total:	179,939.76								
	City of Chicago Dept of Water Total:	179,939.76								
Comcast Cable										
COMCAST										
COM09112013	09/11/2013	617.80	0.00	10/01/2013	Internet Service - Village Hall - Sept		-			No 0000
101-250-511-5580	Telephone									
COM09112013	09/11/2013	198.70	0.00	10/01/2013	Internet Service - Pump House - Sept		-			No 0000
660-610-519-5580	Telephone									
	COM09112013 Total:	816.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	COMCAST Total:	816.50								
	Comcast Cable Total:	816.50								
Commonwealth Edison										
COMED										
	09/11/2013	250.51	0.00	10/01/2013			-			No 0000
101-440-513-5785	Utilities - public way									
	Total:	250.51								
0008132018	09/09/2013	419.91	0.00	10/01/2013	Electric -Kostner/Morse Ne - 8/8-9/6		-			No 0000
101-440-513-5785	Utilities - public way									
	0008132018 Total:	419.91								
0104767008	09/11/2013	3,450.52	0.00	10/01/2013	Electric -Pump Station - 8/8-9/10		-			No 0000
660-620-519-5785	Utilities - public way									
	0104767008 Total:	3,450.52								
0933017059	09/10/2013	506.08	0.00	10/01/2013	Electric -6754 Cicero - 8/7-9/9		-			No 0000
101-440-513-5785	Utilities - public way									
	0933017059 Total:	506.08								
1700394002	09/11/2013	22.97	0.00	10/01/2013	Electric -ES Crawford - 8/8-9/10		-			No 0000
101-440-513-5785	Utilities - public way									
	1700394002 Total:	22.97								
1784346006	09/10/2013	251.13	0.00	10/01/2013	Electric -SS Touhy - 8/8-9/9		-			No 0000
101-440-513-5785	Utilities - public way									
	1784346006 Total:	251.13								
1784521009	09/10/2013	17.48	0.00	10/01/2013	Electric -WS Cicero - 8/7-9/9		-			No 0000
101-440-513-5785	Utilities - public way									
	1784521009 Total:	17.48								
2187009072	09/06/2013	293.81	0.00	10/01/2013	Electric -7000 Mc Cormick - 8/7-9/5		-			No 0000
101-440-513-5785	Utilities - public way									
	2187009072 Total:	293.81								
2631087013	09/09/2013	75.15	0.00	10/01/2013	Electric -6851 Central Park - 8/7-9/6		-			No 0000
101-440-513-5785	Utilities - public way									
	2631087013 Total:	75.15								
2649157097	09/06/2013	114.87	0.00	10/01/2013	Electric -3550 Pratt - 8/6-9/5		-			No 0000
101-440-513-5785	Utilities - public way									
	2649157097 Total:	114.87								
3462712002	08/20/2013	94.80	0.00	10/01/2013	Electric -Water Tower - 7/8-9/5		-			No 0000
660-620-519-5785	Utilities - public way									
	3462712002 Total:	94.80								
4147167024	09/11/2013	3,149.08	0.00	10/01/2013	Electric -7055 Kostner - 8/9-9/10		-			No 0000
101-440-513-5785	Utilities - public way									
	4147167024 Total:	3,149.08								
4413156059	09/11/2013	108.44	0.00	10/01/2013	Electric -7300 Cicero - 8/8-9/10		-			No 0000
101-440-513-5785	Utilities - public way									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	4413156059 Total:	108.44								
CEC_0592075011	08/27/2013	1,987.62	0.00	10/01/2013	Street Lighting - 7/29/13-8/27/13		-		No	0000
101-440-513-5785	Utilities - public way									
	CEC_0592075011 Total:	1,987.62								
CEC_2028043041	09/06/2013	3,784.49	0.00	10/01/2013	Street Lighting - 8/7/13-9/6/13		-		No	0000
101-440-513-5785	Utilities - public way									
	CEC_2028043041 Total:	3,784.49								
	COMED Total:	14,526.86								
	Commonwealth Edison Total:	14,526.86								
Cook County Recorder of Deeds										
COOKCOUN										
INV351083113	08/31/2013	186.00	0.00	10/01/2013	Recording fees - 1323922069-		-		No	0000
101-230-511-5399	Other professional services				1323922071					
	INV351083113 Total:	186.00								
	COOKCOUN Total:	186.00								
	Cook County Recorder of Deeds Total:	186.00								
Esses Sima										
ESSES										
09122013	09/12/2013	318.00	0.00	10/01/2013	Refund - Tennis		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09122013 Total:	318.00								
	ESSES Total:	318.00								
	Esses Sima Total:	318.00								
Fedex										
FEDEX										
800029130338	09/12/2013	23.05	0.00	10/01/2013	Postage for registration for squads		-		No	0000
101-210-511-5720	Postage									
	800029130338 Total:	23.05								
	FEDEX Total:	23.05								
	Fedex Total:	23.05								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FIA Card Services										
FIACARD										
3446082213	08/22/2013	29.99	0.00	10/01/2013	Security Metrics		-		No	0000
101-210-511-5700	Office supplies									
	3446082213 Total:	29.99								
3446083013	08/30/2013	40.00	0.00	10/01/2013	I Pass replenishment		-		No	0000
101-210-511-5820	Local mileage, parking & tolls									
3446083013	08/30/2013	100.00	0.00	10/01/2013	M & M Limo - ULI tour transportation		-		No	0000
101-240-517-5799	Other materials & supplies									
	3446083013 Total:	140.00								
3462050113	05/01/2013	1,016.00	0.00	10/01/2013	Mystic Waters - camp field trip		-		No	0000
205-530-515-5270	Purchased program services									
	3462050113 Total:	1,016.00								
3462060413	06/04/2013	49.12	0.00	10/01/2013	Plug n Play - online registration		-		No	0000
205-500-515-5725	Credit card charges									
	3462060413 Total:	49.12								
3462081413	08/14/2013	35.00	0.00	10/01/2013	IAPD - Arts in the Park Award		-		No	0000
205-500-515-5570	Professional associations									
3462081413	08/14/2013	315.00	0.00	10/01/2013	American Red Cross - lifeguard recert		-		No	0000
205-560-515-5590	Training									
	3462081413 Total:	350.00								
4909080813	08/08/2013	14.99	0.00	10/01/2013	Bed Bath & Beyond - camp overnight		-		No	0000
205-530-515-5730	Program supplies									
	4909080813 Total:	14.99								
4909081913	08/19/2013	64.11	0.00	10/01/2013	Wal Mart - Club Kid crafts		-		No	0000
205-520-515-5730	Program supplies									
	4909081913 Total:	64.11								
4909082613	08/26/2013	16.56	0.00	10/01/2013	Lincolnwood Produce - Club Kid		-		No	0000
205-520-515-5645	Concessions & food				snacks					
4909082613	08/26/2013	5.98	0.00	10/01/2013	CVS Pharmacy - milk for Club Kid		-		No	0000
205-520-515-5645	Concessions & food									
	4909082613 Total:	22.54								
4909083013	08/30/2013	5.98	0.00	10/01/2013	CVS Pharmacy - milk for Club Kid		-		No	0000
205-520-515-5645	Concessions & food									
	4909083013 Total:	5.98								
4909090313	09/03/2013	5.98	0.00	10/01/2013	CVS Pharmacy - milk for Club Kid		-		No	0000
205-520-515-5645	Concessions & food									
4909090313	09/03/2013	16.54	0.00	10/01/2013	Lincolnwood Produce - Club Kid snack		-		No	0000
205-520-515-5645	Concessions & food									
	4909090313 Total:	22.52								
5279080713	08/07/2013	772.80	0.00	10/01/2013	Riva Ristorante - senior trip		-		No	0000
205-570-515-5270	Purchased program services									
5279080713	08/07/2013	55.00	0.00	10/01/2013	NRPA - CPRP renewal		-		No	0000
205-500-515-5810	Conference & meeting registrat									
	5279080713 Total:	827.80								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
5279082613	08/26/2013	143.00	0.00	10/01/2013	History Museum - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
	5279082613 Total:	143.00								
5279082813	08/28/2013	212.03	0.00	10/01/2013	The Bagel Restaurant - senior trip		-			No 0000
205-570-515-5645	Concessions & food									
	5279082813 Total:	212.03								
5279090413	09/04/2013	270.49	0.00	10/01/2013	Terzo Piano - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
	5279090413 Total:	270.49								
7588090813	09/08/2013	55.00	0.00	10/01/2013	Registration for Nat Employer Training		-			No 0000
101-300-512-5590	Training									
7588090813	09/08/2013	164.90	0.00	10/01/2013	Replacement Hard drive		-			No 0000
101-300-512-5640	Computer supplies									
7588090813	09/08/2013	4.95	0.00	10/01/2013	Transaction fee		-			No 0000
101-300-512-5640	Computer supplies									
7588090813	09/08/2013	28.60	0.00	10/01/2013	NORCOM meeting - Breakfast		-			No 0000
101-300-512-5730	Program supplies									
	7588090813 Total:	253.45								
	FIACARD Total:	3,422.02								
	FIA Card Services Total:	3,422.02								
GFOA										
GFOA										
9192013	09/19/2013	435.00	0.00	10/01/2013	GFOA CAFR Award Program Fee		-			No 0000
101-210-511-5730	Program supplies									
	9192013 Total:	435.00								
	GFOA Total:	435.00								
	GFOA Total:	435.00								
Groot Recycling & Waste Serv										
GROOT										
9497575	09/01/2013	24,906.96	0.00	10/01/2013	Acct #1229-001 - Community pick up		-			No 0000
101-440-514-5230	Garbage & recycling									
	9497575 Total:	24,906.96								
9497576	09/01/2013	670.07	0.00	10/01/2013	Acct #1230-001 - School District 74		-			No 0000
101-440-514-5230	Garbage & recycling									
	9497576 Total:	670.07								
9524851	08/23/2013	1,858.08	0.00	10/01/2013	Acct #22280-001 - Public Works		-			No 0000
101-440-514-5230	Garbage & recycling									
	9524851 Total:	1,858.08								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9538568	09/01/2013	2,866.72	0.00	10/01/2013	Acct #1231-001 - Multi family pick up		-			No 0000
101-440-514-5230	Garbage & recycling									
	9538568 Total:	2,866.72								
	GROOT Total:	30,301.83								
Groot Recycling & Waste Servic Total:		30,301.83								
Intoximeters										
INTOXIME										
401054	09/05/2013	298.00	0.00	10/01/2013	Dry gas canisters - Breathalyzer		-			No 0000
101-300-512-5730	Program supplies									
401054	09/05/2013	48.45	0.00	10/01/2013	Dry gas canisters - Breathalyzer		-			No 0000
101-210-511-5720	Postage									
	401054 Total:	346.45								
	INTOXIME Total:	346.45								
Intoximeters Total:		346.45								
IRMA										
IRMA										
SALES0012642	08/31/2013	3,170.73	0.00	10/01/2013	August Optional Deductible		-			No 0000
101-210-511-5260	Liability insurance									
	SALES0012642 Total:	3,170.73								
SALES0012677	08/31/2013	4,593.45	0.00	10/01/2013	August Monthly Deductible		-			No 0000
101-210-511-5260	Liability insurance									
	SALES0012677 Total:	4,593.45								
	IRMA Total:	7,764.18								
IRMA Total:		7,764.18								
Lowe's Business Acc/GECF										
LOWES										
1037	09/09/2013	42.72	0.00	10/01/2013	Drill bits for VH mail box		-			No 0000
101-420-511-5405	R&M - buildings									
	1037 Total:	42.72								
1064	09/09/2013	74.25	0.00	10/01/2013	Plugs, adapters, copper for VH box		-			No 0000
101-420-511-5405	R&M - buildings									
	1064 Total:	74.25								
1120	08/30/2013	65.60	0.00	10/01/2013	Gloves, sqegee, pickers /weekend maint		-			No 0000
205-430-515-5745	Small tools									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Malnati Organization										
MALNATI										
37	05/29/2013	76.25	0.00	10/01/2013	Dinner for supervisor meeting		-		No	0000
205-530-515-5590	Training									
	37 Total:	76.25								
40	05/22/2013	94.00	0.00	10/01/2013	Staff meeting		-		No	0000
205-500-515-5840	Meals									
	40 Total:	94.00								
	MALNATI Total:	170.25								
	<hr/>									
	Malnati Organization Total:	170.25								
	<hr/>									
Nicor Gas										
NICOR										
1436840000	09/09/2013	240.59	0.00	10/01/2013	Natural gas - 8/8/13-9/6/13		-		No	0000
205-430-515-5780	Utilities - government buildin									
	1436840000 Total:	240.59								
21-46-84-00003	09/17/2013	86.34	0.00	10/01/2013	Natural Gas - Pool - 8/8-9/6		-		No	0000
205-560-515-5780	Utilities - government buildin									
	21-46-84-00003 Total:	86.34								
21-84-84-00004	09/09/2013	636.06	0.00	10/01/2013	Natural Gas - Pump Station - 11/6-9/5		-		No	0000
660-620-519-5780	Utilities - government buildin									
	21-84-84-00004 Total:	636.06								
3017240000	09/10/2013	231.22	0.00	10/01/2013	Natural gas - 8/8/13-9/9/13		-		No	0000
101-420-511-5780	Utilities - government buildin									
	3017240000 Total:	231.22								
31-46-84-00002	09/17/2013	1,152.31	0.00	10/01/2013	Natural Gas - Parks - 8/8-9/6		-		No	0000
205-560-515-5780	Utilities - government buildin									
	31-46-84-00002 Total:	1,152.31								
5202340000	09/12/2013	236.87	0.00	10/01/2013	Natural gas - 8/8/13-9/11/13		-		No	0000
101-420-511-5780	Utilities - government buildin									
	5202340000 Total:	236.87								
6202340000	09/10/2013	711.21	0.00	10/01/2013	Natural gas - 8/8/13-9/9/13		-		No	0000
101-420-511-5780	Utilities - government buildin									
	6202340000 Total:	711.21								
70-61-47-04487	09/09/2013	77.54	0.00	10/01/2013	Natural Gas - 7055 Kostner - 8/8-9/6		-		No	0000
205-560-515-5780	Utilities - government buildin									
	70-61-47-04487 Total:	77.54								
	NICOR Total:	3,372.14								
	<hr/>									
	Nicor Gas Total:	3,372.14								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Pitney Bowes										
PITNEYBO										
2355016-SP-13	09/13/2013	262.26	0.00	10/01/2013	Rental fees - Aug 30 thru Sept 30		-		No	0000
101-210-511-5440	R&M - office equipment									
	2355016-SP-13 Total:	262.26								
	PITNEYBO Total:	262.26								
	Pitney Bowes Total:	262.26								
Safeway Inc										
DOMINICK										
729003	09/05/2013	13.34	0.00	10/01/2013	Water for touch a truck		-		No	0000
205-504-515-5645	Concessions & food									
729003	09/05/2013	16.19	0.00	10/01/2013	Coffee for Parks and Rec		-		No	0000
205-500-515-5700	Office supplies									
	729003 Total:	29.53								
729553	09/06/2013	27.25	0.00	10/01/2013	Birthday party supplies		-		No	0000
205-506-515-5730	Program supplies									
	729553 Total:	27.25								
807249	09/05/2013	68.36	0.00	10/01/2013	Club Kid snack		-		No	0000
205-520-515-5645	Concessions & food									
	807249 Total:	68.36								
	DOMINICK Total:	125.14								
	Safeway Inc Total:	125.14								
Sam's Club										
SAMSCL										
001182	09/12/2013	437.40	0.00	10/01/2013	Brat fest supplies		-		No	0000
101-350-512-5730	Program supplies									
	001182 Total:	437.40								
	SAMSCL Total:	437.40								
	Sam's Club Total:	437.40								
Sun-Times Media/Pioneer Press										
PIONEPRS										
633142-01	08/29/2013	99.20	0.00	10/01/2013	Ad - 6643 Tower Circle Drive		-		No	0000
101-240-517-5510	Advertising									
	633142-01 Total:	99.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PIONEPRS Total:		99.20								
Sun-Times Media/Pioneer Press Total:		99.20								
United States Postal Service										
USPOSTAL										
PB090913	09/09/2013	6.78	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB090913	09/09/2013	5.94	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB090913	09/09/2013	31.74	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB090913	09/09/2013	17.66	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB090913	09/09/2013	61.12	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
205-500-515-5720	Postage									
PB090913	09/09/2013	223.00	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB090913	09/09/2013	418.24	0.00	10/01/2013	Pitney Bowes - postage		-		No	0000
660-610-519-5720	Postage									
PB090913 Total:		764.48								
USPOSTAL Total:		764.48								
United States Postal Service Total:		764.48								
Verizon Wireless										
VERIZON										
9710765139	09/01/2013	87.78	0.00	10/01/2013	Secondary Internet - August		-		No	0000
101-250-511-5580	Telephone									
9710765139 Total:		87.78								
VERIZON Total:		87.78								
Verizon Wireless Total:		87.78								
Report Total:		259,326.21								

Accounts Payable To Be Paid Proof List



User: jmm
 Printed: 09/23/2013 - 11:42 AM
 Batch: 101-10-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
303 Taxi										
303										
20432	09/04/2013	42.00	0.00	10/01/2013	Taxi coupons - July & Aug		-		No	0000
205-570-515-5280	Subsidized taxi program									
	20432 Total:	42.00								
	303 Total:	42.00								
	<hr/>									
	303 Taxi Total:	42.00								
	<hr/>									
Abelson Judy										
ABELSONJ										
09062013	09/06/2013	56.00	0.00	10/01/2013	Refund - Zumba Gold		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09062013 Total:	56.00								
	ABELSONJ Total:	56.00								
	<hr/>									
	Abelson Judy Total:	56.00								
	<hr/>									
Al's Cycle Shop										
ALCYCLES										
397808	09/12/2013	9.99	0.00	10/01/2013	Kickstand for Park Patrol Bike		-		No	0000
205-508-515-5730	Program supplies									
	397808 Total:	9.99								
	ALCYCLES Total:	9.99								
	<hr/>									
	Al's Cycle Shop Total:	9.99								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ARRP Trucking & Hauling Inc										
ARRP										
7177	09/03/2013	1,285.00	0.00	10/01/2013	5 loads of dirt hauled out - Water break		-		No	0000
660-620-519-5599	Other contractual									
	7177 Total:	1,285.00								
7187	09/06/2013	1,542.00	0.00	10/01/2013	6 loads of dirt hauled out - Water break		-		No	0000
660-620-519-5599	Other contractual									
	7187 Total:	1,542.00								
	ARRP Total:	2,827.00								
ARRP Trucking & Hauling Inc Total:		2,827.00								
AT Group , Inc										
ATGROUP										
466	06/25/2013	1,536.40	0.00	10/01/2013	Retainer & Mileage June		-		No	0000
101-290-511-5920	Administration Engineer Costs									
466	06/25/2013	1,536.40	0.00	10/01/2013	Retainer & Mileage June		-		No	0000
660-620-519-5399	Other professional services									
466	06/25/2013	207.90	0.00	10/01/2013	June Project management - Com Ed		-		No	0000
454-000-561-5340	Engineering									
466	06/25/2013	145.40	0.00	10/01/2013	June Project management - Street		-		No	0000
213-000-561-5340	Engineering									
466	06/25/2013	385.20	0.00	10/01/2013	June Project management - Water		-		No	0000
660-620-519-5320	Consulting									
466	06/25/2013	197.70	0.00	10/01/2013	June Project management - Sewer		-		No	0000
660-620-562-6400	Sewer system const/imprv									
466	06/25/2013	1,277.90	0.00	10/01/2013	June Project management - Stormwater		-		No	0000
660-620-519-5320	Consulting									
	466 Total:	5,286.90								
	ATGROUP Total:	5,286.90								
AT Group , Inc Total:		5,286.90								
Audio Visual Systems, Inc										
AUDIOVIS										
50799	09/10/2013	450.00	0.00	10/01/2013	Repair work for audio system		-		No	0000
101-250-511-6530	Equipment - data processing									
	50799 Total:	450.00								
	AUDIOVIS Total:	450.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Audio Visual Systems, Inc Total:		450.00								
Balourdos Maria										
BALOURDO										
09102013	09/10/2013	70.00	0.00	10/01/2013	Refund - Zumbatomic		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09102013 Total:	70.00								
	BALOURDO Total:	70.00								
Balourdos Maria Total:		70.00								
Blaine Steven										
BLAINE										
09092013	09/09/2013	85.00	0.00	10/01/2013	Refund - Tennis		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09092013 Total:	85.00								
	BLAINE Total:	85.00								
Blaine Steven Total:		85.00								
Canon Solutions America										
CANN										
988066764	09/03/2013	251.65	0.00	10/01/2013	Maintenance for plotter - September		-		No	0000
101-210-511-5440	R&M - office equipment									
	988066764 Total:	251.65								
	CANN Total:	251.65								
Canon Solutions America Total:		251.65								
Chicago Athlete Magazine										
CHGOATHL										
105489	09/15/2013	700.00	0.00	10/01/2013	Ad - Magazine for Turkey Trot		-		No	0000
205-509-515-5510	Advertising									
	105489 Total:	700.00								
	CHGOATHL Total:	700.00								
Chicago Athlete Magazine Total:		700.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Chicago Communications, LLC										
CHGOCOMM										
252577	09/04/2013	24.03	0.00	10/01/2013	C.C.S. maintenance for October		-		No	0000
101-400-511-5410	R&M - communications equipment									
252577	09/04/2013	27.06	0.00	10/01/2013	C.C.S. maintenance for October		-		No	0000
101-400-511-5410	R&M - communications equipment									
252577	09/04/2013	34.59	0.00	10/01/2013	C.C.S. maintenance for October		-		No	0000
205-430-515-5410	R&M - communications equipment									
252577	09/04/2013	39.59	0.00	10/01/2013	C.C.S. maintenance for October		-		No	0000
660-620-519-5410	R&M - communications equipment									
252577	09/04/2013	50.08	0.00	10/01/2013	C.C.S. maintenance for October		-		No	0000
101-440-513-5410	R&M - communications equipment									
	252577 Total:	175.35								
	CHGOCOMM Total:	175.35								
Chicago Communications, LLC Total:		175.35								
Chicago Metropolitan Fire Prev										
CHGOMETR										
61478	08/26/2013	675.25	0.00	10/01/2013	August wireless radio billing fee		-		No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment									
	61478 Total:	675.25								
IN00061077	08/30/2013	1,872.00	0.00	10/01/2013	Installation of sprinkler system		-		No	0000
101-420-511-5405	R&M - buildings									
	IN00061077 Total:	1,872.00								
	CHGOMETR Total:	2,547.25								
Chicago Metropolitan Fire Prev Total:		2,547.25								
Clark Baird Smith, LLP										
CLARKBAI										
3674	09/09/2013	945.00	0.00	10/01/2013	Legal services for personnel matters		-		No	0000
101-230-511-5399	Other professional services									
	3674 Total:	945.00								
	CLARKBAI Total:	945.00								
Clark Baird Smith, LLP Total:		945.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Clarke Timothy M										
CLARKE										
09092013	09/09/2013	209.59	0.00	10/01/2013	Food - Devon Avenue Corridor Study		-		No	0000
101-240-517-5799	Other materials & supplies									
	09092013 Total:	209.59								
	CLARKE Total:	209.59								
	Clarke Timothy M Total:	209.59								
ClientFirst Consulting Group,										
CLIENTFI										
3497	08/31/2013	760.00	0.00	10/01/2013	Public Works Projects		-		No	0000
101-250-511-5320	Consulting									
	3497 Total:	760.00								
3498	08/31/2013	5,100.00	0.00	10/01/2013	IT Projects FY14		-		No	0000
101-250-511-5320	Consulting									
	3498 Total:	5,100.00								
3499	08/31/2013	255.00	0.00	10/01/2013	IT Strategy Planning FY14		-		No	0000
101-250-511-5320	Consulting									
	3499 Total:	255.00								
3500	08/31/2013	608.75	0.00	10/01/2013	Public Works Video Surveillance		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
	3500 Total:	608.75								
3501	08/31/2013	427.50	0.00	10/01/2013	Wireless Village Bldg		-		No	0000
101-250-511-6530	Equipment - data processing									
	3501 Total:	427.50								
3502	08/31/2013	2,167.50	0.00	10/01/2013	PC Replacement		-		No	0000
101-250-511-6530	Equipment - data processing									
	3502 Total:	2,167.50								
3503	08/31/2013	361.25	0.00	10/01/2013	New Server		-		No	0000
101-250-511-6530	Equipment - data processing									
	3503 Total:	361.25								
	CLIENTFI Total:	9,680.00								
	ClientFirst Consulting Group, Total:	9,680.00								
Cook County Dept Public Health										
CCDPH										
cook09042013	09/04/2013	1,260.00	0.00	10/01/2013	Public Health inspection for 2nd Qtr,		-		No	0000
101-200-511-5399	Other professional services				13					
	cook09042013 Total:	1,260.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CCDPH Total:		1,260.00								
Cook County Dept Public Health Total:		1,260.00								
Darla Simona										
DARLA										
09102013	09/10/2013	70.00	0.00	10/01/2013	Refund - Zumbatomic		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
09102013	09/10/2013	28.00	0.00	10/01/2013	Refund - Karate		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09102013 Total:	98.00								
	DARLA Total:	98.00								
Darla Simona Total:		98.00								
De Klauss Gilma										
DEKLAUSS										
09102013	09/10/2013	170.00	0.00	10/01/2013	Refund - Karate		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09102013 Total:	170.00								
	DEKLAUSS Total:	170.00								
De Klauss Gilma Total:		170.00								
E Town Tennis										
ETOWN										
982013	09/08/2013	31.50	0.00	10/01/2013	Summer Session IV		-		No	0000
205-550-515-5270	Purchased program services									
	982013 Total:	31.50								
	ETOWN Total:	31.50								
E Town Tennis Total:		31.50								
EC Link										
ECLINK										
10117	09/16/2013	4,250.00	0.00	10/01/2013	Website redesign		-		No	0000
101-250-511-5330	Data processing									
	10117 Total:	4,250.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	ECLINK Total:	4,250.00								
	EC Link Total:	4,250.00								
Emcor Services Team Mechanical										
EMCOR										
00 3038771	09/04/2013	2,500.00	0.00	10/01/2013	Preventive contract maintenance-Sept.		-		No	0000
101-420-511-5405	R&M - buildings									
	00 3038771 Total:	2,500.00								
	EMCOR Total:	2,500.00								
	Emcor Services Team Mechanical Total:	2,500.00								
Engelstein Shirley										
ENGELSTE										
SE09-2013	09/01/2013	300.00	0.00	10/01/2013	Art Gallery - September/October		-		No	0000
101-100-511-5270	Purchased program services									
	SE09-2013 Total:	300.00								
	ENGELSTE Total:	300.00								
	Engelstein Shirley Total:	300.00								
Gateway EDI										
GATEWAY										
7108091300	09/01/2013	136.85	0.00	10/01/2013	Claims transaction fee for ambulance-Aug		-		No	0000
101-000-410-4315	Ambulance & EMS fees									
	7108091300 Total:	136.85								
	GATEWAY Total:	136.85								
	Gateway EDI Total:	136.85								
Gewalt Hamilton Associates Inc										
GEWALT										
9232.000-219	09/09/2013	577.76	0.00	10/01/2013	General consulting/project mgmt - Aug		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
	9232.000-219 Total:	577.76								
9232.355-2	09/09/2013	670.50	0.00	10/01/2013	Street light construction 2010 - August		-		No	0000
213-000-561-5340	Engineering									
	9232.355-2 Total:	670.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9232.375-18	09/09/2013	104.72	0.00	10/01/2013	Street light design year three 2011		-			No 0000
213-000-561-5340	Engineering									
	9232.375-18 Total:	104.72								
9232.379-11	09/09/2013	1,129.50	0.00	10/01/2013	Street light design year three 2013		-			No 0000
213-000-561-5340	Engineering									
	9232.379-11 Total:	1,129.50								
9232.405-3	09/09/2013	7,816.05	0.00	10/01/2013	Eng Services - TIF District - August		-			No 0000
217-000-561-5340	Engineering									
	9232.405-3 Total:	7,816.05								
9232.406-1	09/09/2013	7,345.66	0.00	10/01/2013	ComEd bike path phase 2		-			No 0000
454-000-561-5340	Engineering									
	9232.406-1 Total:	7,345.66								
	GEWALT Total:	17,644.19								
Gewalt Hamilton Associates Inc Total:		17,644.19								
Halogen										
HALOGEN										
443012	09/12/2013	1,964.80	0.00	10/01/2013	End of year filter cleaner products		-			No 0000
205-560-515-5630	Chemicals - swimming pool									
	443012 Total:	1,964.80								
	HALOGEN Total:	1,964.80								
Halogen Total:		1,964.80								
Health Endeavors										
HEALTHEN										
3399	09/12/2013	735.00	0.00	10/01/2013	Pre Employment screenings		-			No 0000
101-200-511-5599	Other contractual									
	3399 Total:	735.00								
	HEALTHEN Total:	735.00								
Health Endeavors Total:		735.00								
Holland & Knight LLP										
HOLLAND										
09102013	09/10/2013	10,965.00	0.00	10/01/2013	August 2013 retainer		-			No 0000
101-230-511-5350	Legal - retainer									
09102013	09/10/2013	-352.50	0.00	10/01/2013	Credit for July 2013 Invoice		-			No 0000
101-230-511-5370	Legal - review									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	09102013 Total:	10,612.50								
2953883	09/10/2013	3,735.12	0.00	10/01/2013	August 2013 legal - Purple Hotel		-		No	0000
101-230-511-5370	Legal - review									
	2953883 Total:	3,735.12								
2953887	09/10/2013	566.50	0.00	10/01/2013	Legal bills August - Union Pacific		-		No	0000
217-000-517-5399	Other professional services									
	2953887 Total:	566.50								
2953888	09/10/2013	135.00	0.00	10/01/2013	August 2013 legal - Elec Aggregation		-		No	0000
101-230-511-5370	Legal - review									
	2953888 Total:	135.00								
2953889	09/10/2013	2,131.00	0.00	10/01/2013	August 2013 legal - Telecom Ord.		-		No	0000
101-230-511-5370	Legal - review									
	2953889 Total:	2,131.00								
2953891	09/10/2013	47.00	0.00	10/01/2013	August 2013 legal - Property maintenance		-		No	0000
101-230-511-5370	Legal - review									
	2953891 Total:	47.00								
2953894	09/10/2013	382.50	0.00	10/01/2013	Prosecution of property tax appeal		-		No	0000
217-000-517-5399	Other professional services									
	2953894 Total:	382.50								
2953895	09/10/2013	1,405.70	0.00	10/01/2013	August 2013 legal - Litigation		-		No	0000
101-230-511-5360	Legal - litigation									
	2953895 Total:	1,405.70								
	HOLLAND Total:	19,015.32								
	Holland & Knight LLP Total:	19,015.32								
Hoving Pit Stop										
HOVING										
73120	09/10/2013	90.00	0.00	10/01/2013	Portable toilet at Centennial		-		No	0000
205-430-515-5730	Program supplies									
	73120 Total:	90.00								
	HOVING Total:	90.00								
	Hoving Pit Stop Total:	90.00								
John E Reid & Associates										
JREID										
143646	08/27/2013	200.00	0.00	10/01/2013	Polygraph services/ PD applicant		-		No	0000
101-200-511-5599	Other contractual									
	143646 Total:	200.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
JREID Total:		200.00								
John E Reid & Associates Total:		200.00								
King Stan										
KINGSTA										
09092013	09/09/2013	112.00	0.00	10/01/2013	Refund - Tot Rock		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
09092013 Total:		112.00								
KINGSTA Total:		112.00								
King Stan Total:		112.00								
Language Line Services										
LANGL										
3218504	08/31/2013	41.86	0.00	10/01/2013	Language interpretation service		-		No	0000
215-000-512-5570	Professional associations									
3218504 Total:		41.86								
LANGL Total:		41.86								
Language Line Services Total:		41.86								
Lee Sandy										
LEESAND										
09092013	09/09/2013	56.00	0.00	10/01/2013	Refund - Kid Rock		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
09092013 Total:		56.00								
LEESAND Total:		56.00								
Lee Sandy Total:		56.00								
Malnati Organization										
MALNATI										
1586853	09/06/2013	23.25	0.00	10/01/2013	Senior food/concessions		-		No	0000
205-570-515-5645	Concessions & food									
1586853 Total:		23.25								
MALNATI Total:		23.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Malnati Organization Total:		23.25								
Menoni & Mocogni, Inc.										
MENONI										
1053266	08/02/2013	93.00	0.00	10/01/2013	Hay for Lincolnwood Fest		-		No	0000
205-430-515-5730	Program supplies									
	1053266 Total:	93.00								
	MENONI Total:	93.00								
Menoni & Mocogni, Inc. Total:		93.00								
Misericordia										
MISERNOR										
MIS09092013	09/09/2013	166.00	0.00	10/01/2013	Holiday greeting cards		-		No	0000
101-100-511-5560	Printing & copying services									
	MIS09092013 Total:	166.00								
	MISERNOR Total:	166.00								
Misericordia Total:		166.00								
North Suburban Employee Benefi										
NSEBENEF										
Aug-13	09/04/2013	64,681.00	0.00	10/01/2013	Employee Health Insurance - August		-		No	0000
102-000-210-2027	Health insurance premium withh				13					
	Aug-13 Total:	64,681.00								
Oct-13	09/10/2013	8,777.00	0.00	10/01/2013	Dental Bill - October 2013		-		No	0000
102-000-210-2028	Dental insurance premium withh									
	Oct-13 Total:	8,777.00								
	NSEBENEF Total:	73,458.00								
North Suburban Employee Benefi Total:		73,458.00								
Orange Crush LLC										
ORANGCRH										
443800	09/06/2013	388.74	0.00	10/01/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
	443800 Total:	388.74								
444134	09/10/2013	283.86	0.00	10/01/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	444134 Total:	283.86								
444253	09/11/2013	231.42	0.00	10/01/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
	444253 Total:	231.42								
	ORANGCRH Total:	904.02								
	Orange Crush LLC Total:	904.02								
Pelinkovic Osman										
PELINKOV										
09102013	09/10/2013	70.00	0.00	10/01/2013	Refund - Zumbatomic		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09102013 Total:	70.00								
	PELINKOV Total:	70.00								
	Pelinkovic Osman Total:	70.00								
Personnel Strategies, LLC										
PERSONNE										
090713	09/07/2013	500.00	0.00	10/01/2013	Pre employment assessment		-		No	0000
101-200-511-5599	Other contractual									
	090713 Total:	500.00								
	PERSONNE Total:	500.00								
	Personnel Strategies, LLC Total:	500.00								
QSR Awards & Engravings, Inc.										
QSRAWARD										
8105	09/05/2013	122.00	0.00	10/01/2013	Retirement plaque for PW worker		-		No	0000
101-400-511-5730	Program supplies									
	8105 Total:	122.00								
	QSRAWARD Total:	122.00								
	QSR Awards & Engravings, Inc. Total:	122.00								
Raynor Door Co										
RAYNOR										
13-094492	09/04/2013	1,470.83	0.00	10/01/2013	Repair work for bay door		-		No	0000
101-350-512-5405	R&M - buildings									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	13-094492 Total:	1,470.83								
	RAYNOR Total:	1,470.83								
	Raynor Door Co Total:	1,470.83								
Rehman Ata										
REHMANA										
130439	07/16/2013	1,000.00	0.00	10/01/2013	Refund - Driveway deposit		-		No	0000
101-000-210-2620	Contractor bonds payable									
	130439 Total:	1,000.00								
	REHMANA Total:	1,000.00								
	Rehman Ata Total:	1,000.00								
Ricoh Americas Corporation										
RICOH										
5027499864	09/04/2013	56.67	0.00	10/01/2013	Contract maintenance/Copier -		-		No	0000
101-400-511-5440	R&M - office equipment				September					
	5027499864 Total:	56.67								
	RICOH Total:	56.67								
	Ricoh Americas Corporation Total:	56.67								
Robbins, Salomon & Patt, LTD										
RS&PLTD										
167478	09/11/2013	60.00	0.00	10/01/2013	General Business - Aug		-		No	0000
101-230-511-5399	Other professional services									
	167478 Total:	60.00								
167479	09/11/2013	1,110.00	0.00	10/01/2013	Municipal Prosec./Traffic violation		-		No	0000
101-230-511-5399	Other professional services				-Aug					
	167479 Total:	1,110.00								
167480	09/11/2013	457.50	0.00	10/01/2013	Adjudicative Hearings - August		-		No	0000
101-230-511-5399	Other professional services									
	167480 Total:	457.50								
	RS&PLTD Total:	1,627.50								
	Robbins, Salomon & Patt, LTD Total:	1,627.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Robertson Lora										
ROBERTSO										
09102013	09/10/2013	70.00	0.00	10/01/2013	Refund - Zumbatomic		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09102013 Total:	70.00								
	ROBERTSO Total:	70.00								
	Robertson Lora Total:	70.00								
Snap-On Industrial										
SNAPON										
ARV/20098066	06/20/2013	72.60	0.00	10/01/2013	Sockets and rachets for PW shop		-		No	0000
101-410-511-5745	Small tools									
	ARV/20098066 Total:	72.60								
	SNAPON Total:	72.60								
	Snap-On Industrial Total:	72.60								
T.P.I. Building Code Consultan										
TPI										
6631	08/31/2013	3,577.50	0.00	10/01/2013	Plan review - August		-		No	0000
101-240-517-5399	Other professional services									
6631	08/31/2013	10,744.50	0.00	10/01/2013	In House - August		-		No	0000
101-240-517-5399	Other professional services									
	6631 Total:	14,322.00								
	TPI Total:	14,322.00								
	T.P.I. Building Code Consultan Total:	14,322.00								
Thunstedt Eric										
THUNSTED										
09092013	09/09/2013	102.00	0.00	10/01/2013	Refund - Tennis		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09092013 Total:	102.00								
	THUNSTED Total:	102.00								
	Thunstedt Eric Total:	102.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Toney Noelle										
TONEY										
09132013	09/13/2013	88.00	0.00	10/01/2013	Refund - Private Lessons for pool		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09132013 Total:	88.00								
	TONEY Total:	88.00								
	Toney Noelle Total:	88.00								
Tran Linh										
TRANLINH										
09102013	09/10/2013	170.00	0.00	10/01/2013	Refund - Karate		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09102013 Total:	170.00								
	TRANLINH Total:	170.00								
	Tran Linh Total:	170.00								
Tyco Integrated Security, LLC										
ADTSS										
4374876	08/19/2013	2,123.00	0.00	10/01/2013	Alarm system repair - Police Dept		-		No	0000
101-420-511-5405	R&M - buildings									
	4374876 Total:	2,123.00								
4581866	08/21/2013	290.00	0.00	10/01/2013	Alarm system repair - Pump House		-		No	0000
660-620-519-5340	Engineering									
	4581866 Total:	290.00								
5154467	08/29/2013	478.00	0.00	10/01/2013	Alarm system repair - Police Dept		-		No	0000
101-420-511-5405	R&M - buildings									
	5154467 Total:	478.00								
	ADTSS Total:	2,891.00								
	Tyco Integrated Security, LLC Total:	2,891.00								
Vishny Audrey										
VISHNYA										
09062013	09/06/2013	70.00	0.00	10/01/2013	Refund - Zumba Gold		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09062013 Total:	70.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	VISHNYA Total:	70.00								
	Vishny Audrey Total:	70.00								
	Report Total:	169,218.12								

Accounts Payable To Be Paid Proof List



User: jmm
Printed: 09/24/2013 - 4:05 PM
Batch: 102-10-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Traffic Solutions										
ATS										
INV00013463	08/31/2013	4,733.33	0.00	10/01/2013	Monthly Contractual Fee - August		-		No	0000
101-300-512-5599	Other contractual									
	INV00013463 Total:	4,733.33								
INV00013464	08/31/2013	120.00	0.00	10/01/2013	Collection of unpaid violations - August		-		No	0000
101-300-512-5599	Other contractual									
	INV00013464 Total:	120.00								
	ATS Total:	4,853.33								
American Traffic Solutions Total:		4,853.33								
Anwar Fatima										
ANWARF										
091613	09/16/2013	170.00	0.00	10/01/2013	Refund - Video game animation		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	091613 Total:	170.00								
	ANWARF Total:	170.00								
Anwar Fatima Total:		170.00								
Arrow Road Construction Co										
ARROWROA										
41577MB	09/09/2013	811.52	0.00	10/01/2013	UPM cold patch material for potholes		-		No	0000
213-000-561-5340	Engineering									
	41577MB Total:	811.52								
	ARROWROA Total:	811.52								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Arrow Road Construction Co Total:		811.52								
Batteries Plus #890										
BATT										
890-102339-01	09/16/2013	95.25	0.00	10/01/2013	Battery for charger		-		No	0000
101-440-513-5480	R&M - vehicles									
	890-102339-01 Total:	95.25								
	BATT Total:	95.25								
Batteries Plus #890 Total:		95.25								
Beverly Asphalt Paving Company										
BEVERLY										
09242013	09/24/2013	36,550.00	0.00	10/01/2013	Final Payment - Centennial Park		-		No	0000
453-000-561-6200	Construction									
	09242013 Total:	36,550.00								
	BEVERLY Total:	36,550.00								
Beverly Asphalt Paving Company Total:		36,550.00								
Canon Solutions America, Inc										
CANONSOL										
4010445895	09/01/2013	33.00	0.00	10/01/2013	Maintenance Copier - IM3511 - Aug		-		No	0000
101-210-511-5440	R&M - office equipment									
	4010445895 Total:	33.00								
4010605639	09/01/2013	33.00	0.00	10/01/2013	Maintenance Copier - IM3511 - Sep		-		No	0000
101-210-511-5440	R&M - office equipment									
	4010605639 Total:	33.00								
401065639	09/01/2013	27.01	0.00	10/01/2013	Copier usage - July		-		No	0000
101-210-511-5440	R&M - office equipment									
401065639	09/01/2013	34.10	0.00	10/01/2013	Copier usage - Aug		-		No	0000
101-210-511-5440	R&M - office equipment									
	401065639 Total:	61.11								
	CANONSOL Total:	127.11								
Canon Solutions America, Inc Total:		127.11								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Carrot-Top Industries, inc.										
CARROT										
C11336436	09/11/2013	268.20	0.00	10/01/2013	American Flags - 911 Memorial		-		No	0000
101-300-512-5730	Program supplies									
C11336436	09/11/2013	11.02	0.00	10/01/2013	Shipping		-		No	0000
101-210-511-5720	Postage									
	C11336436 Total:	279.22								
	CARROT Total:	279.22								
Carrot-Top Industries, inc. Total:		279.22								
Cassidy Tire										
CASSIDYT										
2183460	09/12/2013	147.54	0.00	10/01/2013	Tires for squad #9		-		No	0000
101-300-512-5480	R&M - vehicles									
	2183460 Total:	147.54								
2183478	09/13/2013	821.22	0.00	10/01/2013	New tire for Sweeper #2		-		No	0000
101-440-513-5480	R&M - vehicles									
	2183478 Total:	821.22								
	CASSIDYT Total:	968.76								
Cassidy Tire Total:		968.76								
Chicago Communications, LLC										
CHGOCOMM										
252588	09/04/2013	787.65	0.00	10/01/2013	Monthly Maintenance - October 2013		-		No	0000
101-300-512-5410	R&M - communications equipment									
	252588 Total:	787.65								
252935	09/13/2013	275.64	0.00	10/01/2013	TAC 5 Maintenance - NORCOM		-		No	0000
101-300-512-5410	R&M - communications equipment									
	252935 Total:	275.64								
	CHGOCOMM Total:	1,063.29								
Chicago Communications, LLC Total:		1,063.29								
Coca-Cola Bottling Company										
COCACOLA										
398311217	09/16/2013	241.76	0.00	10/01/2013	Pop for Fire Dept pop machine		-		No	0000
101-210-511-5700	Office supplies									
	398311217 Total:	241.76								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
COCACOLA Total:		241.76								
Coca-Cola Bottling Company Total:		241.76								
Elite Printer Solutions										
ELITE										
1265	05/01/2013	125.98	0.00	10/01/2013	Office supplies		-		No	0000
101-400-511-5700	Office supplies									
	1265 Total:	125.98								
1306	05/23/2013	63.99	0.00	10/01/2013	Office supplies		-		No	0000
205-500-515-5700	Office supplies									
	1306 Total:	63.99								
1488	09/11/2013	94.99	0.00	10/01/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1488 Total:	94.99								
1492	09/12/0013	63.99	0.00	10/01/2013	Office supplies		-		No	0000
205-500-515-5700	Office supplies									
	1492 Total:	63.99								
	ELITE Total:	348.95								
Elite Printer Solutions Total:		348.95								
Fedex Office										
FEDEXOFF										
2-397-07820	09/11/2013	46.57	0.00	10/01/2013	Package for Dept Natural resources		-		No	0000
101-440-513-5730	Program supplies									
	2-397-07820 Total:	46.57								
	FEDEXOFF Total:	46.57								
Fedex Office Total:		46.57								
Golf Mill Ford										
GOLFMILL										
339657P	09/16/2013	697.30	0.00	10/01/2013	Knob, hub, head lights for Squad #7		-		No	0000
101-300-512-5480	R&M - vehicles									
	339657P Total:	697.30								
	GOLFMILL Total:	697.30								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Golf Mill Ford Total:		697.30								
Graham C-Stores Company										
GRAHAM										
INV-042524	09/01/2013	625.00	0.00	10/01/2013	Car Washes - may - July 2013		-		No	0000
101-300-512-5480	R&M - vehicles									
INV-042524 Total:		625.00								
GRAHAM Total:		625.00								
Graham C-Stores Company Total:		625.00								
Internation Code Council										
ICCAR										
03-04866	09/12/2013	31.00	0.00	10/01/2013	12 IECC Soft		-		No	0000
101-000-110-1231	Special Use Cost Reimburseable									
03-04866 Total:		31.00								
ICCAR Total:		31.00								
Internation Code Council Total:		31.00								
Jakubco Development, Inc										
JAKUBCO										
9808	09/19/2013	46.27	0.00	10/01/2013	Overpayment of water bill		-		No	0000
660-000-410-4390	Water sales									
9808 Total:		46.27								
JAKUBCO Total:		46.27								
Jakubco Development, Inc Total:		46.27								
JC Embroidery										
JCEM										
17423	09/13/2013	460.00	0.00	10/01/2013	Baseball hats		-		No	0000
101-350-512-5665	Firefighting supplies									
17423 Total:		460.00								
JCEM Total:		460.00								
JC Embroidery Total:		460.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
JG Uniforms Inc										
JGUNIFOR										
31584	09/09/2013	305.00	0.00	10/01/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	31584 Total:	305.00								
	JGUNIFOR Total:	305.00								
	JG Uniforms Inc Total:	305.00								
Lands' End Business Outfitters										
LANDSEND										
SIN1075697	09/13/2013	66.95	0.00	10/01/2013	CD logo shirts		-		No	0000
101-240-517-5799	Other materials & supplies									
	SIN1075697 Total:	66.95								
	LANDSEND Total:	66.95								
	Lands' End Business Outfitters Total:	66.95								
Lauria Justin										
LAURIAJ										
REIM091613JLA	09/16/2013	68.85	0.00	10/01/2013	Reimbursement - Auto		-		No	0000
101-300-512-5820	Local mileage, parking & tolls									
	REIM091613JLA Total:	68.85								
REIM091613JLM	09/16/2013	75.00	0.00	10/01/2013	Reimbursement - Meals		-		No	0000
101-300-512-5840	Meals									
	REIM091613JLM Total:	75.00								
	LAURIAJ Total:	143.85								
	Lauria Justin Total:	143.85								
Lee Auto Parts										
LEEAUTOP										
442-250617	09/10/2013	21.43	0.00	10/01/2013	Union, gasket, nut, screw for Sweeper		-		No	0000
101-440-513-5480	R&M - vehicles				#2					
	442-250617 Total:	21.43								
442-251334	09/18/2013	35.51	0.00	10/01/2013	Wheel cylinder and drum kit -Squad		-		No	0000
101-300-512-5480	R&M - vehicles				#31					
	442-251334 Total:	35.51								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	LEEAUTOP Total:	56.94								
	Lee Auto Parts Total:	56.94								
Lund Industries										
LUNDIND										
77092	09/05/2013	2,663.50	0.00	10/01/2013	Remove/install equipment in squad		-		No	0000
101-300-561-6580	Equipment - vehicles									
	77092 Total:	2,663.50								
	LUNDIND Total:	2,663.50								
	Lund Industries Total:	2,663.50								
Maine-Niles Association of Spe										
MNASR										
13-143	08/30/2013	826.66	0.00	10/01/2013	Inclusion services for August C		-		No	0000
205-580-515-5270	Purchased program services									
	13-143 Total:	826.66								
	MNASR Total:	826.66								
	Maine-Niles Association of Spe Total:	826.66								
Marc Printing										
MARCP										
107245	09/13/2013	255.12	0.00	10/01/2013	Mailing of water bills - September		-		No	0000
660-610-519-5720	Postage									
	107245 Total:	255.12								
107252	09/16/2013	75.00	0.00	10/01/2013	Park rules sign		-		No	0000
205-430-515-5730	Program supplies									
	107252 Total:	75.00								
	MARCP Total:	330.12								
	Marc Printing Total:	330.12								
Martin Raisa										
MARTINR										
09122013	09/12/2013	286.00	0.00	10/01/2013	Refund - Private swim lessons		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	09122013 Total:	286.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	MARTINR Total:	286.00								
	Martin Raisa Total:	286.00								
McKenna Automotive										
MCKENNA										
1224	09/04/2013	153.82	0.00	10/01/2013	Hydraulic hoses for Sweeper #2		-		No	0000
101-440-513-5480	R&M - vehicles									
	1224 Total:	153.82								
20120746	09/05/2013	51.00	0.00	10/01/2013	Hydraulic hoses for Sweeper #2		-		No	0000
101-440-513-5480	R&M - vehicles									
	20120746 Total:	51.00								
20120749	09/09/2013	104.27	0.00	10/01/2013	Hydraulic hoses for Sweeper #1		-		No	0000
101-440-513-5480	R&M - vehicles									
	20120749 Total:	104.27								
	MCKENNA Total:	309.09								
	McKenna Automotive Total:	309.09								
NAPA										
NAPA										
75235	08/27/2013	144.98	0.00	10/01/2013	Brake, rotor, brake pads - Squad #210		-		No	0000
101-300-512-5480	R&M - vehicles									
	75235 Total:	144.98								
75566	08/29/2013	7.69	0.00	10/01/2013	Wire kit for Squad #7		-		No	0000
101-300-512-5480	R&M - vehicles									
	75566 Total:	7.69								
77592	09/16/2013	9.17	0.00	10/01/2013	Belt for golf cart		-		No	0000
205-430-515-5480	R&M - vehicles									
	77592 Total:	9.17								
	NAPA Total:	161.84								
	NAPA Total:	161.84								
Northwest Police Academy										
NWPDACAD										
NWPA91213	09/12/2013	150.00	0.00	10/01/2013	Training Seminar for Officer		-		No	0000
101-300-512-5590	Training									
	NWPA91213 Total:	150.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NWPDACAD Total:		150.00								
Northwest Police Academy Total:		150.00								
Orange Crush LLC										
ORANGCRH										
444428	09/13/2013	400.71	0.00	10/01/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
444428 Total:		400.71								
444511	09/13/2013	400.71	0.00	10/01/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
444511 Total:		400.71								
444578	09/13/2013	250.00	0.00	10/01/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
444578 Total:		250.00								
ORANGCRH Total:		1,051.42								
Orange Crush LLC Total:		1,051.42								
Paramedic Services of Illinois										
PARAMEDI										
09182013	09/18/2013	1,677.00	0.00	10/01/2013	Reimbursement for Division III drill		-		No	0000
101-000-410-4315	Ambulance & EMS fees									
09182013 Total:		1,677.00								
PARAMEDI Total:		1,677.00								
Paramedic Services of Illinois Total:		1,677.00								
Print Xpress										
PRINTX										
081210	08/14/2013	1,275.00	0.00	10/01/2013	Warning notice tickets		-		No	0000
101-300-512-5560	Printing & copying services									
081210 Total:		1,275.00								
PRINTX Total:		1,275.00								
Print Xpress Total:		1,275.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Psisteria Greek Tavern										
PSIS										
401991	09/17/2013	200.00	0.00	10/01/2013	Dinner for Sept 17 Village Board		-		No	0000
101-100-511-5840	Meals				meeting					
401991	09/17/2013	15.00	0.00	10/01/2013	Tip		-		No	0000
101-100-511-5840	Meals									
	401991 Total:	215.00								
	PSIS Total:	215.00								
Psisteria Greek Tavern Total:		215.00								
Regional Emergency Dispatch										
REGIONAL										
222-14-10	09/15/2013	12,888.30	0.00	10/01/2013	October 2013 dues		-		No	0000
101-350-512-5599	Other contractual									
	222-14-10 Total:	12,888.30								
	REGIONAL Total:	12,888.30								
Regional Emergency Dispatch Total:		12,888.30								
Russo Power Equipment										
RUSSO										
1736568	09/17/2013	599.94	0.00	10/01/2013	Park & Athletic mix for park		-		No	0000
205-430-515-5745	Small tools									
	1736568 Total:	599.94								
1738545	09/19/2013	313.51	0.00	10/01/2013	Round file for street dept.		-		No	0000
101-440-513-5730	Program supplies									
	1738545 Total:	313.51								
1738551	09/19/2013	744.50	0.00	10/01/2013	Chain, chain oil, engine oil		-		No	0000
205-430-515-5680	Landscaping supplies									
	1738551 Total:	744.50								
1739051	09/19/2013	849.58	0.00	10/01/2013	Peat moss, curlex, fertilizer		-		No	0000
205-430-515-5745	Small tools									
	1739051 Total:	849.58								
1739057	09/19/2013	2,521.39	0.00	10/01/2013	Snow thrower, saw, staples, snow		-		No	0000
205-430-515-5680	Landscaping supplies				pusher					
	1739057 Total:	2,521.39								
	RUSSO Total:	5,028.92								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Russo Power Equipment Total:		5,028.92								
Safeway Inc										
DOMINICK										
09172013	09/17/2013	9.09	0.00	10/01/2013	Refreshments/Village Board Meeting		-		No	0000
101-100-511-5840	Meals									
	09172013 Total:	9.09								
	DOMINICK Total:	9.09								
Safeway Inc Total:		9.09								
Sec of State Renewals Section										
SECOFSTR										
12401982013	09/18/2013	101.00	0.00	10/01/2013	Renewal fee for Police Cars		-		No	0000
101-300-512-5599	Other contractual									
	12401982013 Total:	101.00								
4658792-2013	09/18/2013	101.00	0.00	10/01/2013	Renewal fee for Police Cars		-		No	0000
101-300-512-5599	Other contractual									
	4658792-2013 Total:	101.00								
	SECOFSTR Total:	202.00								
Sec of State Renewals Section Total:		202.00								
Secretary of State										
SECOFSTA										
760040974	09/24/2013	95.00	0.00	10/01/2013	Title Replacement for Truck #19		-		No	0000
205-430-515-5480	R&M - vehicles									
	760040974 Total:	95.00								
	SECOFSTA Total:	95.00								
Secretary of State Total:		95.00								
Sun-Times Media/Pioneer Press										
PIONEPRS										
636727-01	09/05/2013	88.00	0.00	10/01/2013	Ad - Parkway parking request		-		No	0000
101-240-517-5510	Advertising									
	636727-01 Total:	88.00								
636741-01	09/05/2013	84.80	0.00	10/01/2013	Ad - Parkway parking request		-		No	0000
101-240-517-5510	Advertising									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
	636741-01 Total:	84.80									
638857-01	09/12/2013	21.60	0.00	10/01/2013	Ad- Legal notice for bid		-		No	0000	
101-350-512-5560	Printing & copying services										
	638857-01 Total:	21.60									
	PIONEPRS Total:	194.40									
	<hr/>										
	Sun-Times Media/Pioneer Press Total:	194.40									
	<hr/>										
Swid Sales Corp											
SWIDSALE											
25155	08/28/2013	748.75	0.00	10/01/2013	Seal kit, shaft seals for Sweeper #2		-		No	0000	
101-440-513-5480	R&M - vehicles										
	25155 Total:	748.75									
26908	09/04/2013	659.76	0.00	10/01/2013	Batteries for Truck #3 and stock		-		No	0000	
101-440-513-5480	R&M - vehicles										
	26908 Total:	659.76									
	SWIDSALE Total:	1,408.51									
	<hr/>										
	Swid Sales Corp Total:	1,408.51									
	<hr/>										
Trans Union Corp											
TRANSU											
08300760	08/25/2013	35.00	0.00	10/01/2013	Credit checks on applicants		-		No	0000	
101-300-512-5399	Other professional services										
	08300760 Total:	35.00									
	TRANSU Total:	35.00									
	<hr/>										
	Trans Union Corp Total:	35.00									
	<hr/>										
Warehouse Direct											
WAREHOUS											
2032466-0	08/12/2013	34.38	0.00	10/01/2013	Office supplies		-		No	0000	
101-210-511-5700	Office supplies										
	2032466-0 Total:	34.38									
2040368-0	08/21/2013	40.62	0.00	10/01/2013	Office supplies		-		No	0000	
101-210-511-5700	Office supplies										
	2040368-0 Total:	40.62									
2062671-0	09/10/2013	387.59	0.00	10/01/2013	Office supplies		-		No	0000	
101-210-511-5700	Office supplies										
	2062671-0 Total:	387.59									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2063019-0	09/11/2013	29.66	0.00	10/01/2013	Office supplies		-			No 0000
101-210-511-5700	Office supplies									
	2063019-0 Total:	29.66								
2071825-0	09/18/2013	156.28	0.00	10/01/2013	Office supplies		-			No 0000
101-210-511-5700	Office supplies									
	2071825-0 Total:	156.28								
2071826-0	09/18/2013	150.47	0.00	10/01/2013	Office supplies		-			No 0000
101-350-512-5700	Office supplies									
	2071826-0 Total:	150.47								
C2040368-0	09/17/2013	-40.62	0.00	10/01/2013	Office supplies		-			No 0000
101-210-511-5700	Office supplies									
	C2040368-0 Total:	-40.62								
	WAREHOUS Total:	758.38								
	Warehouse Direct Total:	758.38								
West Payment Center										
WESTPAY										
827958803	09/01/2013	144.32	0.00	10/01/2013	CLEAR Plus Subscription - August		-			No 0000
101-300-512-5399	Other professional services									
	827958803 Total:	144.32								
	WESTPAY Total:	144.32								
	West Payment Center Total:	144.32								
Work' N Gear, LLC										
WRKNGEAR										
HA16413	09/06/2013	186.92	0.00	10/01/2013	Clothing allowance		-			No 0000
101-440-513-5070	Uniform allowance									
	HA16413 Total:	186.92								
	WRKNGEAR Total:	186.92								
	Work' N Gear, LLC Total:	186.92								
	Report Total:	77,884.54								



Proclamation

Whereas, Louis Glunz I arrived at Ellis Island from his native Westphalia, Germany in 1879, with his friend, Oscar Mayer, with little more than the clothes he was wearing and the dream of starting his own business; and

Whereas, Louis found a job at the Wacker & Birk Brewery, while Oscar, who remained his lifelong friend, started his own butcher shop; and

Whereas, Louis' ability to respond to a need and a longstanding interest in chemistry, provided him the opportunity to strike out on his own; and

Whereas, Louis learned that Wacker's wife suffered from a persistent skin condition, it prompted him to seek advice of his father, a self-taught botanist and chemist, for advice. The edler Glunz sent a salve he formulated. Mrs. Wacker's ailment disappeared and Luis became a favorite of the family; and

Whereas, the Wacker's wanted to show their gratitude, they proceeded to give Louis a business loan; and

Whereas, in 1888 Louis set-up the Louis Glunz beer, wine, and spirits shop at Wells & Division Streets, where he grew to serve the wealthy families of the Gold Coast, including Mrs. Potter Palmer, who would send a cab to pick up her wine, beer and spirits order; and

Whereas, the bulk of the business focused as the supplier and host to the neighboring German, Swedish, Irish and Italian communities; and

Whereas, Louis recognized early on that providing excellent customer service to his customers was the key to good business, and each morning he delivered kegs of beer and hand baskets of wine and spirits to local tavern owners, from his horse drawn carts; and

Whereas, 1893 former employer, Charles Wacker, who was director of the World's Columbian Exposition held in Chicago, giving Louis Glunz the opportunity to become the supplier of Schlitz Beer for the event. It was the start of the sole distributorship for Glunz with the Milwaukee brewery; and

Whereas, Louis Glunz died in 1931, leaving behind the successful business he created over 43 years, in the hands of his eldest son, Louis Glunz II; and

Whereas, the company founded by Louis Glunz I continued to thrive under the leadership of his successor and eldest son, Luis Glunz II and has grown every year thereafter guided by his three sons, Louis III, John, Joseph, two daughters, Patricia and Barbara, and 37 grandchildren. Today there are a host of great grandchildren maintaining the families tradition of customer service; and

Whereas, together with the leadership of the fourth and fifth generations, the company that began in 1888 with one brewery, today features an extensible portfolio of 665 micro specialty and import beers from over 67 suppliers representing 152 breweries worldwide; and

Whereas, in 1969, John (Jack) Glunz, the second of the three sons of Louis Glunz II, took over the beer division which now included warehousing, distributing and marketing businesses; and

Whereas, in 1972, the company moved to the Village of Lincolnwood, into a state of the art building warehouse and offices, where it remains today on Capitol Drive.

NOW, THEREFORE, BE IT RESOLVED that I, Gerald C. Turry, President of the Village of Lincolnwood along with the Village Board of Trustees proclaim that Saturday, October 5, 2013 is recognized as:

Louis Glunz Beer, Inc. Day

in the Village of Lincolnwood.

DATED this 1st day of October, 2013

ATTEST:

Beryl Herman
Village Clerk

Gerald C. Turry
Village President

Request For Board Action

REFERRED TO BOARD: October 1, 2013

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of an Ordinance Authorizing the Disposition of Personal Property Owned by the Village of Lincolnwood

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The following vehicles are no longer useful to the Village and are scheduled to be sold at the Northwest Municipal Conference Auction on October 15, 2013 at the Manheim Arena located at 550 S. Bolingbrook Drive Bolingbrook, IL 60440.

Make	Model	Year	Mileage	VIN #
Chevrolet	Express Cargo	2000	117,733	1GBFG15R6Y1277426
Ford	F-800	1992	43,932	1FDXK84AXNVA19431
Ford	F-800	1995	11,964	1FDXF8OC6SVA26318
Ford	F-250	1997	72,071	1FTHF26H7VEB53513

FINANCIAL IMPACT:

Make	Model	Estimated Revenue
Chevrolet	Express Cargo	\$2,400
Ford	F-800	\$5,000
Ford	F-800	\$5,000
Ford	F-250	\$500

Total Estimated Revenue \$12,900

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the disposition of personal property owned by the Village of Lincolnwood.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF VEHICLES
OWNED BY THE VILLAGE OF LINCOLNWOOD**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2013

Village Clerk

ORDINANCE NO. 2013-_____

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF VEHICLES
OWNED BY THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the owner of certain surplus vehicles described in detail on **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("**Vehicles**"); and

WHEREAS, the Village President and Board of Trustees have determined that ownership of the Vehicles is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, the Village is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the President and Board of Trustees desire to sell the Vehicles through an auction conducted by the NWMC; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to dispose of the Vehicles in the manner set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. AUTHORIZATION TO DISPOSE OF VEHICLES. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 5-7-18 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that ownership of the Vehicles is no longer necessary or useful to, or in the best interests of, the Village. The President and Board of Trustees hereby authorize the disposition of the Vehicles through sale at an auction conducted by the NWMC, with such terms as are acceptable to the Village Manager and the Village Attorney. The authorization set forth in this Section 2 supersedes all prior authorizations for disposition of any of the Vehicles.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Vehicles authorized pursuant to Section Two of this Ordinance.

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage by three-fourths of the corporate authorities of the Village, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2013

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#9694821_V7

EXHIBIT A

DESCRIPTION OF THE VEHICLES

Make	Model	Year	Mileage	VIN #
Chevrolet	Express Cargo	2000	117,733	1GBFG15R6Y1277426
Ford	F-800	1992	43,932	1FDXK84AXNVA19431
Ford	F-800	1995	11,964	1FDXF8OC6SVA26318
Ford	F-250	1997	72,071	1FTHF26H7VEB53513

Request For Board Action

REFERRED TO BOARD: October 1, 2013

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Award a Bid for the Purchase of 800 Tons of Bulk Rock Salt in the Amount of \$44,968 to Morton Salt, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village relies upon bulk rock salt ("road salt") to maintain the safety of roadways during periods of snow and ice. The Village annually purchases approximately 800 tons of bulk rock salt for snow and ice control operations during the winter months.

On July 4, 2013 a bid was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press* for the purchase of 800 tons of bulk rock salt. Bid packets were sent to four vendors. On July 25, 2013 the Village received one bid. On August 20, 2013 the Village rejected the bid for bulk rock salt due to the lack of bids received.

On August 22, 2013 the Village re-bid the purchase of bulk rock salt. The bid was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press*. Bid packets were sent to five vendors. On September 6, 2013 the Village received three bids. The following table displays the bids received:

Vendor	Vendor Location	Price Per Ton	Total Contract Price
Morton Salt, Inc.	Chicago, IL	\$ 56.21	\$ 44,968.00
North American Salt	Overland Parks, KS	\$ 64.04	\$ 51,232.00
Central Salt	Elgin, IL	\$ 69.21	\$ 55,368.00

The lowest responsible bidder, meeting all bid specifications, is Morton Salt, Inc. Staff has checked their references, all of which confirm that Morton Salt, Inc. provides quality service in a timely manner, making them the lowest, responsible bidder. Morton Salt, Inc. also provided the Village with bulk rock salt in 2012.

FINANCIAL IMPACT:

\$66,000 has been budgeted in the fiscal year 2013/2014 budget for the purchase of salt and anti-ice liquids for snow and ice removal.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Proposal
3. Contract

RECOMMENDED MOTION: Move to approve a Resolution approving the award of the purchase of 800 tons of bulk rock salt to Morton Salt, Inc.

RESOLUTION NO. R2013-_____
A RESOLUTION APPROVING THE AWARD
OF THE PURCHASE OF 800 TONS OF BULK ROCK SALT
TO MORTON SALT, INC. OF CHICAGO, IL

WHEREAS, the Village sought proposals for the award of the purchase of 800 tons of bulk rock salt ("**Contract**"); and

WHEREAS, Morton Salt, Inc. of Chicago, IL ("**Morton**"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Morton will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Morton shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Morton; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2013

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

EXHIBIT A

CONTRACT

PROPOSAL

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2013/2014 Bulk Sodium Chloride

BIDDER'S PROPOSAL

Full Name of Bidder Morton Salt, Inc. ("Bidder")

Principal Office Address 123 N. Wacker Drive, Chicago, IL 60606-1743

Local Office Address _____

Contact Person Highway Sales Rep. Debbi Jones
Phone# 708/891-5847 Telephone _____

TO: Village of Lincolnwood ("Owner")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Manuel Castaneda, Director of Public Works, 2013/2014 Bulk Sodium Chloride

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to furnish and deliver bulk sodium chloride (highway deicing salt) for the 2013/2014 season ; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all

PROPOSAL

applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Price Per Unit</u>
1	Bulk Rock Salt 20 ton minimum dump truck delivery	800 Tons	\$ <u>56.21</u>

For ordering: 888/800-8905

Terms: Net 30 Days

PROPOSAL

TOTAL CONTRACT PRICE:

Forty-four thousand nine hundred sixty-eight (in writing)	Dollars and	<u>no</u> (in writing)	Cents
\$44,968 (in figures)	Dollars and	<u>00</u> (in figures)	Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- 1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to *dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.*

Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "***Commencement Date***" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of \$4,500.00 dollars ("**Bid Security**").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 3rd day of September, 2013.

ATTEST:

	Morton Salt, Inc. Bidder
By: <u>Mary E Doohan</u>	By: <u>[Signature]</u>
Title: <u>Mary E. Doohan, Secretary</u>	Title: <u>Thomas J. Butler Director, Highway Ice Control Sales and Mktg.</u>

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

[Signature]
Leah Pittacora, Project Manager Ice Control

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2013/2014 Bulk Sodium Chloride

BIDDER'S SWORN ACKNOWLEDGEMENT

Thomas J. Butler **NAME OF DEPONENT]**
("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Delaware, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Morton Salt, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>See Attached</u>	<u>Morton Salt, Inc.</u>
Vice President	<u></u>	<u>123 N. Wacker Drive</u>
Secretary	<u></u>	<u>Chicago, IL 60606-1743</u>
Treasurer	<u></u>	<u></u>

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of / / that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

MORTON SALT, INC.

A K+S Group Company

Effective August 1, 2013

Board of Directors:

Jean-Louis David
Christian H. Herrmann
Andrew J. Kotlarz
Phillip Staehrfedt

Officers:

Christian H. Herrmann - President & CEO
Andrew J. Kotlarz – Vice President, CFO and Treasurer
Mary E. Doohan – Vice President, Secretary and General Counsel
Lisa Zumbach – Assistant Secretary
Winnie Kuo – Assistant Secretary
Robin E. Martin – Assistant Treasurer



ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 3rd day of September, 2013.

ATTEST:

Morton Salt, Inc.
Bidder

By: Mary E Doohan

By: [Signature]

Title: Mary E. Doohan, Secretary

Title: Thomas J. Butler
Director, Highway Ice Control Sales and Mktg.

Subscribed and Sworn to
Before me this 3rd day
of September, 2013.

My Commission Expires: 8/1/2017

[Signature]
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2013/2014 Bulk Sodium Chloride

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: _____

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

_____ % Federal	_____ % As Contractor	_____ % Bidder's Forces
_____ % Other Public	_____ % As Subcontractor	_____ % Subcontractors
_____ % Private		_____ % Materials

WORK HISTORY STATEMENT

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 20__.

ATTEST: _____
Bidder

By: _____
Title: _____

By: _____
Title: _____

Subscribed and Sworn to
Before me this _____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

CERTIFICATION

I, Mary E. Doohan, Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted effective October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Andrew J. Kotlarz is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Andrew J. Kotlarz.



Mary E. Doohan
Secretary
Morton Salt, Inc.

Dated: September 3, 2013

Morton Salt, Inc.
Excerpt from Board of Directors' Meeting
October 1, 2012

RESOLVED, that effective October 1, 2012, any two of the officers of the Corporation holding the positions listed below:

Chief Executive Officer and President;
Chief Financial Officer, Vice President and Treasurer; and,
Vice President, General Counsel and Secretary,

and to the extent delegated in writing, their designees, are hereby authorized, for and in the name and on behalf of the Corporation, and any subsidiary, affiliate or business unit thereof, to execute and deliver any and all applications, agreements, bids, bonds, certifications, notices, proxies, real estate conveyances, reports, stock certificates and other documents which they may deem necessary or advisable in furtherance of the business of the Corporation, subsidiary, affiliate or business unit, as the case may be, provided that two signatures be required on any document executed on behalf of the Corporation: such authorizations to be (i) subject to the limitations set forth in any applicable Board of Directors' resolution or published policy of the Corporation, and (ii) subject to the limitations set forth in any K+S AG policy or procedure; and

FURTHER RESOLVED, that the signatures of any two persons designated pursuant to the above resolution affixed to any document described therein shall constitute certification of his or her authority to execute said document on behalf of the Corporation.

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY
UNDER THE RESOLUTIONS
ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 20, 2010**

**For
Morton Salt, Inc.**

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc., on October 20, 2010, any two of the following persons, signing together, are designated as persons authorized to execute and deliver certain documents on behalf of Morton Salt, Inc. (the "Company"), and each one of its subsidiaries, excluding S.P.L.-U.S.A., LLC and its subsidiaries (together the "Companies"), provided that (i) the second authorized signatory be either a higher ranking employee or a supervisor, or an employee at the same level, (ii) the second authorized signatory is involved in the same or similar transactional work matters and responsibilities as the first signatory, (iii) the Directive of Business Transactions and Measures of the Executive Board of K+S Aktiengesellschaft, attached herein as Exhibit A and made a part hereof, is followed, and (iv) the Substantial Transactions outline, attached herein as Exhibit B and made a part hereof, is followed. This delegation of authority and power of attorney supersedes any earlier delegations for the Companies and remains in effect until the person no longer holds the position listed, or this delegation of authority is superseded, amended or terminated.

Effective Date: October 1, 2012.

Morton Salt, Inc.

By: C. Herrmann
Name: Christian Herrmann
Title: President & Chief Executive Officer

Morton Salt, Inc.

By: Andrew J. Kotlarz
Name: Andrew J. Kotlarz
Title: Vice President, Chief Financial Officer and Treasurer

Job Title	Names of Persons holding positions as of above date	Transaction/Category	Maximum Amount per Contract per Year
<i>Industrial and Ice Control Sales & Marketing</i>			
Vice President Industrial Ice Control Sales & Marketing	Lisa F. Zumbach	Ice Control Bids or Contracts, Transportation Contracts, Sales of Company products for Ice Control and Industrial businesses.	\$50,000,000
Vice President Sales & Marketing	Luc Savoie	Canadian Salt Ice Control Bids and contracts.	\$50,000,000
Director Industrial Sales & Marketing	Christopher J. Meyers	Sales of Morton Salt Products for Industrial businesses.	\$15,000,000
Director Highway Ice Control Sales & Marketing	Thomas J. Butler	Morton Salt Ice Control Bids or Contracts for Sales of Company products.	\$50,000,000
Manager Ice Control	Anthony T. Patton	Morton Salt Ice Control Bids or Contracts for Sales of Company products.	\$50,000,000
Group Manager Stockpiles	Linda Hetz	Contracts relating to transportation and distribution of bulk salt.	\$20,000,000
Director Marine Distribution	Francois Allard	Contracts for procurement of services related to marine distribution.	\$20,000,000
Project Manager Ice Control Salt Group	Leah Pittacora	Ice Control Bids and Contracts for sale of company products.	\$50,000,000

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
123 N. Wacker Drive
Chicago, IL 60606-1743

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 4,500.00

PROJECT:

(Name, location or address, and Project number, if any)

Furnishing Salt

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

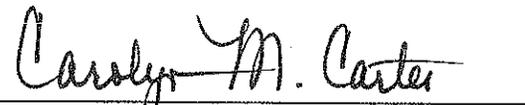
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2013



(Witness)



(Witness)

Morton Salt, Inc.

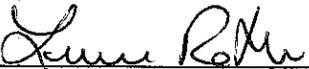
(Principal) (Seal)

By: 

(Title) Anthony T. Patton, Manager Highway Ice Control

RLI Insurance Company

(Surety) (Seal)

By: 

(Title) Leanne Roth Attorney-in-Fact

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
Morton Salt, Inc.
FOR THE CONSTRUCTION OF
2013/2014 Bulk Sodium Chloride

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and **Morton Salt, Inc. 123 North Wacker Drive Chicago, IL 60606**, (“*Contractor*”), make this Contract as of the _____ day of _____, **2013**, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“**Required Submittals**”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business

days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Manuel Castaneda, Director of Public Works

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Morton Salt, Inc.
Debbi Jones
123 N. Wacker Drive
Chicago, IL 60606

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall

have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Manager

ATTEST:

Morton Salt, Inc.

By: _____

Title: _____

By: _____
**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**
Title: _____
**[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER,**
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 2013__.

ATTEST:

Morton Salt, Inc.

By: _____

By: _____

**[INSERT NAME OF
CONTRACTOR'S EXECUTING
OFFICER]**

Title: _____

Title: _____

**[INSERT TITLE OF
CONTRACTOR'S EXECUTING
OFFICER]**

Subscribed and Sworn to
before me this ____ day
of _____, 2013__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

To provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of 800 tons of bulk highway deicing salt to be used for ice and snow removal and control. The contract to provide this product is for the period of October 1, 2013 to April 30, 2014.

2. **Work Site:**

Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave
Lincolnwood, IL 60712.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.

4. **Commencement Date:**

October 1, 2013

5. **Completion Date:**

April 30, 2014, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

- (2) Employer's Liability:
\$300,000 injury-per occurrence
\$500,000 disease-per employee
\$_____ disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$2,000,000

- (2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

- (3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

- (4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.

7. **Contract Price:**

\$56.21/ ton

8. **Progress Payments:**

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.
- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
 - (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and

before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“*Breakdown Schedule*”). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT B

SPECIFICATIONS

INTENT

The Village of Lincolnwood is accepting bids from qualified vendors to provide bulk sodium chloride (highway deicing salt) for the 2013/2014 winter season. It is the intention of these specifications to furnish sufficient detail to permit qualified vendors to quote on furnishing and delivery of such product to the Village of Lincolnwood Public Works Department located at 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712. The Village of Lincolnwood reserves the right to reject any or all bids, to waive any informalities in bidding and to accept that proposal deemed most advantageous to the Village.

SCOPE OF SERVICE

The successful vendor shall provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of bulk highway deicing salt to be used for ice and snow removal and control in accordance with these specifications. Proposals are being requested for a one-year contract with an option to renew for one year to provide this product for the period of October 1, 2013 to April 30, 2014.

DEFINITIONS

“Deicing Salt” shall mean sodium chloride intended for use as a deicer for road maintenance purposes and meeting the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

“Public Works Department” shall mean the Village of Lincolnwood Public Works Department, 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712.

“Vendor” as used herein, means a provider of goods and services, or both, who is responding to a bid.

“Village” shall mean the Village of Lincolnwood.

GUARANTEED PURCHASE

On an annual basis, the Village uses approximately 800 tons of deicing salt. During the contract period, the Village guarantees to purchase not less than 85% of the contract amount. The vendor guarantees to furnish not less than 120% (if required) of the contract amount by April 1, 2012 at the same unit price bid.

DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor’s letterhead, signed and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions and specifications and the vendor shall be held liable. Such deviations and exceptions however, may result (solely at the Village’s discretion) in rejection of the bid as being non-responsive.

NOTICE TO PROCEED

The vendor shall not commence work under this agreement until notice to proceed in the form of an approved purchase order has been provided by the Village.

MATERIAL SPECIFICATIONS AND REQUIREMENTS

Unless otherwise provided, all deicing salt shall comply with the latest published standard methods of the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

Grade 1 provides a particle grading for general application and has been found by latest research to be most effective for ice control and skid resistance under most conditions.

PHYSICAL COMPOSITION

Deicing salt shall meet the following physical and chemical requirements:

1. Gradation

- | | |
|---------------------------------------|------------|
| a. Passing a 1/2 inch (12.5 mm) sieve | 100% |
| b. Passing a 3/8 inch (9.5 mm) sieve | 95 to 100% |
| c. Passing a No. 4 (4.75 mm) sieve | 20 to 90% |
| d. Passing a No. 8 (2.36mm) sieve | 10 to 60% |
| e. Passing a No. 30 (600 um) sieve | 0 to 15% |

2. Highway deicing salt furnished on any order will not contain more than one-half pound nor less than 35 ppm of ferric ferricyanide or sodium ferrocyanide per ton at the delivery point.

3. The deicing salt shall arrive at the Village of Lincolnwood Public Works Department facility in a free flowing and usable condition.

4. Reclaimed or re-crushed rock salt will not be accepted.
5. The Village reserves the right to reject any shipments of deicing salt which are delivered in a frozen or caked condition, or which contain free water.
6. The sodium chloride content shall be not less than 95.0 percent.

In the case of deicing salt sampled after delivery to the Village, tolerances from the foregoing specified values shall be allowed as follows:

Grading – 5 percentage points on the maximum value for the range for each sieve size, except the 1/2 inch (12.5 mm) and 3/8 inch (9.55 mm) for Grade 1.

Chemical Composition – 0.5 percentage point.

FOREIGN MATERIALS

Truckloads of deicing salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. may be rejected at the delivery site. In the event the Village discovers foreign material in truckloads of deicing salt already dumped, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the Village and returned for credit. The vendor shall immediately ship a conforming load of replacement deicing salt.

PRODUCT AVAILABILITY AND INSPECTION

The successful vendor shall be required to furnish satisfactory evidence by November 1st, of each year that they have or will have stockpiles of deicing salt in Illinois or near its boundaries in sufficient quantities to satisfy contractual requirements. Such stockpiles must be near enough to delivery points to allow for timely deliveries.

The successful vendor may also be required to furnish a list of commitments against these stockpiles as a result of other contracts. If, in the opinion of the Village, the vendor does not have sufficient stockpile quantities to satisfy contractual requirements, the Village may reward a portion or all of the awards to the vendor(s) offering to honor the contract price or its next lowest compliant bid.

The Village reserves the right to make inspection and tests of the deicing salt, either at the origin of the shipment, barge unloading points or at destination, whichever is most convenient to the Village.

ORDERING AND DELIVERY

1. The Village of Lincolnwood will place an initial fill order on or about October 15, 2013. The successful vendor will be required to ship the initial fill order by October 31, 2013 in increments acceptable to the Village. The initial fill order may be up to 60% (480 tons) of the total order.
2. During seasonal deliveries between November 1, 2013 and April 1, 2014, the Village may order up to 20% of the awarded contract tonnage in any given seven day period.
3. Delivery of orders placed between November 1, 2013 and April 1, 2014 shall begin within 3 (three) calendar days and must be completed within five (five) calendar days after the request for shipment or order. The day count begins on the first calendar day after the order is placed. The day count shall follow the examples shown below. Delivery shall be made by the following formula: At least 30% must be delivered by 3:00 p.m. on day three; at least a total of 60% must be delivered by 3:00 p.m. on day four; and the entire 100% must be delivered by 3:00 p.m. on day five.
4. **The Village will NOT accept deliveries when it is raining.**

Examples:

Order placed Monday. Day 1 is Tuesday, Day 2 is Wednesday, delivery should begin on or before Thursday, delivery should continue on Friday, delivery should conclude on Monday.

Order placed Tuesday. Day 1 is Wednesday, Day 2 is Thursday, Delivery should begin on or before Friday, delivery should continue on Monday and conclude on Tuesday.

Order placed Wednesday. Day 1 is Thursday, Day 2 is Friday, and delivery should begin on or before Monday and conclude on Tuesday.

Order placed Thursday. Day 1 is Friday, Day 2 is Monday, and delivery should begin on or before Tuesday and conclude on Wednesday.

Order placed Friday. Delivery begins Monday and concludes on Wednesday.

5. Deicing salt transported in open trucks shall be covered to provide protection against the weather. Trucks used for transportation shall be clear of foreign objects or debris and dry. The obligation for the protection of the deicing salt rests solely with the vendor (holder of the purchase order).

6. Deliveries made by motor truck will be accepted only during regular work days and working hours, 8:00 a.m. to 4:00 p.m. Monday thru Friday, except as specified in the next section (ORDERING AND DELIVERING – 6), or when special arrangements have been made in advance with the Director of Public Works or their designee.
7. Delivery Location: The vendor shall deliver all material to the Village of Lincolnwood Public Works Department located at 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712
8. All deicing salt that is delivered by motor trucks is to be transported in dump trucks or in self-unloading vehicles. It shall be the responsibility of the vendor to unload the deicing salt as directed by the Village.
9. All releases will be for amounts that will make a full truck load (minimum 20 tons). Vendors will not be expected to haul partial loads.
10. Delivery tickets shall be a certified scale ticket indicating gross, tare and net weight of each truckload of deicing salt. Unless otherwise directed, each delivery ticket must also be signed by an authorized Village representative at the delivery location point to verify the Village has accepted the material. The vendor shall include the date of delivery on each delivery ticket.

LIQUIDATED DAMAGES AND DELIVERY FAILURE DAMAGES

Orders placed between November 1, 2013 and April 1, 2014 shall be subject to application of liquidated damages as stated herein.

If the vendor is unable to make delivery within the authorized delivery time, the Village shall have the right to retain as liquidated damages, and not as a penalty, \$0.20 per ton per calendar day on the undelivered portion of the order.

If after seven calendar days of liquidated damage assessment the vendor has still failed to deliver as required, the Village reserves the right to take action to remedy the failure of the vendor to perform without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or other action to ensure availability of salt for public safety purposes.

INVOICING

1. Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicing salt delivered. The vendor shall include the release order number and the date of delivery on each delivery ticket.
2. The deicing salt will be paid for at the contract unit price per ton for furnishing and transporting deicing salt to the Village of Lincolnwood Public Works Department.

COMMUNICATION/POINT OF CONTACT

1. The vendor shall meet with the Director of Public Works or their representative to review the terms, conditions and any other pertinent information prior to beginning work on the contract or should issues arise during completion of the contract.
2. The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of ordering, delivery and billing contacts and phone numbers and email address if available.

CONTRACT PERIOD/TERMS

CONTRACT LENGTH

The initial term of this contract shall be a one (1) year period commencing October 1, 2013 and expiring April 30, 2014. This price quoted by the vendor must remain in effect from date of bid acceptance until April 30, 2014.

DELIVERY TERMS

Prices shall be quoted F.O.B. delivered and unloaded to the Village of Lincolnwood Public Works Department. All costs associated with delivering salt to this drop point are included in each price per ton. Other F.O.B. terms will not be accepted.

CONTRACT EXTENSION

The initial term of this agreement shall be for one (1) year commencing on October 1, 2013 and expiring April 30, 2014. The term of this agreement may be extended for one-year periods for a maximum of three (3) additional years, if approved and accepted in writing by both the vendor and the Village prior to April 30th of the appropriate year.

Vendor performance, quality of products, price, costs savings and the Vendor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by the Village to exercise an option year. Vendors must submit a written proposal requesting the Village exercise

an option year no later than March 15th of the appropriate year, providing price for the subsequent contract year and other pertinent information that would assist the Village in the decision making process.

The initial agreement places no obligation on the Village to renew or appropriate funds for salt purchasing beyond the initial term of the agreement and agreement extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village Board of Trustees for this work.

LATE SEASON DISCOUNT OPTION

After March 1, 2014, the Village and vendor may negotiate and agree to a late season discount to be offered for late season purchases within this contract term. Negotiated discount shall be a single percentage to be applied to the contracted price within this contract. Such purchases are dependent upon availability of deicing salt for late season delivery and invoicing prior to contract expiration.

PURCHASES GREATER THAN 120% OF GUARANTEED LIMIT – ECONOMIC ADJUSTMENT

The vendor's price shall remain firm up to the 120% guaranteed limit. In the event the Village reaches the 120% guaranteed purchase limit established by this contract and elects to purchase additional deicing salt over and above the 120% guaranteed level, if necessary the vendor shall demonstrate that increases in the costs for goods covered by the contract issued as the result of this invitation for bid have increased by more than 5% during the time period in which the contract is in effect.

The vendor, upon submission of written proof of such increase to the Village and subsequent approval of the Village, is entitled to adjust the price by an amount sufficient to compensate the vendor completely and precisely for such increase. The claim for such an adjustment must include a certification from the manufacturer/supplier verifying that their cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the vendor. No increase or change in the vendor's overhead or profit, or other factors will be approved. The Village reserves the right to ask for invoices, published price lists or any other evidence establishing the vendor's costs to support the increase. Increases which are 5% or less will not be considered.

In all cases, the vendor must file a claim for such adjustment prior to the delivery of the goods. If the vendor has complaints filed against him for non-delivery, his request may be denied until such time as all past complaints are resolved to the satisfaction of the Village. In any event, the claim for such adjustment will not apply to orders dated prior to the date the Village received the required documentation necessary to justify the increase.

In the event such costs should decrease by more than 5% during the time period such contract is in effect, the vendor shall adjust the price downward to reflect such decrease. Such decreases shall become effective immediately upon notification to the vendor by its supplier of the amount

of the decrease. It is the responsibility of the vendor to notify the Village of any such decrease.

In the event the adjusted price offered by the vendor to the Village is higher than the next lowest vendor's bid which was offered on the bid invitation, and if the next lowest bidder is willing to hold its quoted price firm, or if other vendors are willing to honor the current contract price, the Village shall be permitted to procure deicing salt from other vendor (s) at the lowest quoted price. In this case, a secondary award will be made and will be in effect for as long as the quoted price remains firm. Should more than one vendor agree to honor the current contract price, a determination of the disposition of secondary awards will be made in the best interests of the Village.

QUALIFICATIONS AND REFERENCES

The successful vendor must have extensive experience in the business of providing bulk highway deicing salt to agencies responsible for maintaining safe roadways through winter season snow and ice removal operations and must demonstrate evidence of their ability to meet or exceed the contract terms.

Vendors shall provide the following with their bid documentation:

1. Names and locations of salt stockpiles/terminals and the county/individual locations they will service.
2. Names of trucking companies and the salt terminals that they will operate from. This will include whether or not they are under contract with the vendor or independent haulers.
3. Estimated daily capacity of each terminal to deliver salt to the Village. This "thru-put" capacity needs to be understood as a realistic estimate of what could be expected under adverse weather conditions.
4. All vendors that are dependent upon another salt producer for its supply will provide a statement from their salt supplier guaranteeing that the vendor has a supply commitment for the Village. This statement shall be supplied with the bid response.
5. Vendors must return with the bid document, a list of no less than four (4) references from a local government agency that has purchased comparable quantities of the specified product within the last two (2) years. The list must include the name of the government agency along with the name and phone number of a contact person for each agency.

VENDOR RESPONSIBILITIES

PERSONNEL AND EQUIPMENT

The vendor shall supply all material, equipment and personnel necessary to complete the work specified.

VENDOR SAFETY RESPONSIBILITY

Nothing in this contract or the contracts is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the Public Works Department, including officers and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to their parties, regarding work place safety.

In order to ensure this and other duties of the Vendor, certain indemnification and insurance is required by the contract. Additionally, the vendor guarantees to the Public Works Department a safe work place shall be provided for all employees of the vendor and each of its subcontractors. There shall be no violation by the vendor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other work place safety act of the State of Illinois or other work place safety requirement. The vendor agrees to require this work place safety guarantee of all subcontractors, and expressly require the Village of Lincolnwood to be a third party beneficiary of each guarantee.

PAYMENT OF TOLLS

The vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the Village.

MISCELLANEOUS INFORMATION

Under no circumstance will the Village extend storage or security of the vendor's stock or equipment at the Public Works Department.

BIDDING QUESTIONS

Those submitting bids are encouraged to contact us to discuss any specific subject or problem which they believe has been overlooked in this specification or that needs further clarification of our intent prior to the bid opening.

After bids have been submitted, the vendor(s) shall not assert that there was any misunderstanding concerning the scope of the project nor the nature of the work to be performed.

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1

PREVAILING WAGE ORDINANCE

Request For Board Action

REFERRED TO BOARD: October 1, 2013

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Adopting a Text Amendment to Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations for A-frame, Sandwich Board, and Portable Signs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the August 20, 2013 and September 17, 2013 Village Board meeting, the Village Board considered the recommendation of the Plan Commission concerning a Text Amendment to the Sign Chapter of the Zoning Code concerning A-frame, Sandwich Board, and Portable Signs ("portable signs"). The purpose of this text amendment is to clarify the Village's regulations of these signs.

In considering this matter, the Plan Commission was unanimous in their conclusion that portable signs are appropriate on private property and the Commission recommended certain restrictions and regulations to govern these signs. Upon consideration of this recommendation, at its September 17, 2013 meeting, by a 4-0 vote, the Village Board moved to concur with the Plan Commission recommendation and directed the Village Attorney to prepare the requisite Ordinance. Attached for consideration is this proposed Ordinance prepared by the Village Attorney consistent with this direction of the Village Board.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance to amend Sections 11.04(8), 11.05, and 11.06(1) the Sign Chapter of the Zoning Code to permit portable signs subject to certain restrictions.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING ARTICLE XI OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING PORTABLE SIGNS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF OCTOBER, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2013

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING ARTICLE XI OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING PORTABLE SIGNS

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Article XI of The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), regulates the erection and location of signs within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend certain sections of Article XI of the Zoning Ordinance to update and clarify the regulation of portable signs ("**Proposed Amendments**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2013, the Village Plan Commission conducted a public hearing on January 9, 2013, February 6, 2013, March 6, 2013, May 1, 2013, and June 5, 2013, concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendments; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. PERMITTED ON PREMISES SIGNS. Section 11.04 of Article XI of the Zoning Ordinance is hereby amended further to read as follows:

Additions are bold and double-underlined; ~~deletions are struck through.~~

"11.04: PERMITTED ON PREMISES SIGNS.

Upon issuance of a permit therefor pursuant to Section 11.09 of this article, the following signs shall be permitted in the business and manufacturing districts of the Village as accessory structures, subject to all applicable standards and the following additional regulations:

* * *

(8) Special Event/Grand Opening Signs: The following temporary, special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

- i. ~~Portable signs;~~
- ii. ~~i.~~ Pennant/streamer signs;
- iii. ~~ii.~~ Temporary banner signs; **and**
- iv. ~~—~~ A-frame signs; **and**
- v. ~~iii.~~ Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.”

SECTION 3. EXEMPT SIGNS. Section 11.05 of Article XI of the Zoning Ordinance is hereby amended further to read as follows:

"11.05: EXEMPT SIGNS.

The following signs, while subject to any other Village ordinance which may apply, are exempt from the permit requirements set forth in this article.

* * *

(24) Portable Signs: Portable signs, such as A-frame signs or sandwich boards, are permitted in front of business or commercial establishments on private property only, subject to the following limitations:

Additions are bold and double-underlined; ~~deletions are struck through.~~

achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of October, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of October, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
_____ day of October, 2013.

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

Additions are bold and double-underlined; ~~deletions are struck through.~~

Request For Board Action

REFERRED TO BOARD: October 1, 2013

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: **Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West Northshore Avenue**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This matter was discussed by the Village Board at both the September 3, 2013 and September 17, 2013 Village Board meetings. Since the September 17, 2013 meeting, President Turry and Chairman Eisterhold have met with the petitioner. As a result of these meetings, the petitioner has indicated that she will now seek to table her request for a variation to the March 4, 2014 meeting of the Village Board. The purpose of the petitioner's request to table this matter is to allow the Plan Commission to consider a text amendment to the Code that would obviate the need for this requested fence material variation.

The information below is a summary of the requested variation and the recommendation of the Zoning Board of Appeals which has been previously provided. The recommended motion below however reflects the new request to table this matter to March 4, 2013 and also to refer to the Plan Commission for Public Hearing and consideration of a text amendment concerning fence material.

Since this matter was tabled at the September 17, 2013 meeting, the Village Board should first remove this matter from the table in order to consider the action now recommended.

The petitioner, Ms. Lee Glickman, is seeking to install a replacement fence in the rear yard of the property at 3719 West Northshore Avenue. The proposed fence is manufactured from custom-blended polyvinyl chloride (PVC). The Zoning Code defines Unacceptable Fence Material as follows (underline added for emphasis):

"FENCE MATERIAL, UNACCEPTABLE

Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except

approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions.”

The proposed PVC fence is considered a plastic or synthetic fence and is therefore prohibited. Except for this unacceptable material, the proposed fence complies with all Village bulk regulations including location, design and height for the applicant’s rear yard fence.

Public Hearing

At the Zoning Board of Appeals (ZBA) August 21, 2013 meeting, the ZBA considered the hardship presented by Ms. Glickman and the appropriateness of the proposed fence material. Staff supplemented the staff report by advising the ZBA of a similar fence variation granted by the Village Board at the beginning of 2008 (the Zoning Code was comprehensively updated and was adopted in November 2008). In December 2007, the then combined PC/ZBA considered a fence variation to permit a plastic fence at 3521 West Arthur Avenue. The PC/ZBA unanimously recommended that the fence variation to permit a plastic fence (and other variations) be denied. Notwithstanding this recommendation, in February 2008 the Village Board approved an Ordinance granting a variation to permit the proposed fence to be constructed of an unacceptable fence material (plastic).

Ms. Glickman stated that the proposed fence material is more durable than any of the fence materials permitted by the Zoning Code. Ms. Glickman added that she has replaced two wooden fences that have not withstood inclement weather and that her property is exposed to the elements as the railroad right-of-way is immediately adjacent to her property. Ms. Glickman indicated that she has frequently experienced snow accumulating against her wooden fences which she believes accelerated the deterioration of those fences. Ms. Glickman added that the fence comes with a transferable life-time warranty which speaks to its durability.

Commissioners O’Brien, Gordon, and Nickell stated that the proposed fence material should be permitted by the Zoning Code since it is both durable and attractive. Commissioner O’Brien stated that “plastic” fences have improved in quality in the past five to 10 years and that the Village should allow these types of fences. Commissioner Gordon added that the fence at 3521 West Arthur Avenue has remained in good repair and is in the best shape of other fences in the area.

Chairman Malkin and Commission Grant were opposed to the granting of the variation because the applicant had not satisfactorily demonstrated a hardship to merit granting a variation. Chairman Malkin stated that the ZBA does not have the authority to disregard regulations but rather to consider whether the hardships, as identified by the Zoning Code, have been met. Chairman Malkin added that his opinion on the durability and attractiveness of the proposed fence material is immaterial as PVC is an unacceptable fence material.

Ms. Linda Kirshner, Ms. Glickman’s daughter and Lincolnwood resident, was present on behalf of the applicant and indicated the fence material should be permitted in Lincolnwood. No other testimony was received at the ZBA meeting.

Recommendation

By a 3-2 vote, the Zoning Board of Appeals recommends approval of the request for relief to permit a replacement fence to be comprised of PVC, a material indicated by the Code as an unacceptable fence material. By a separate vote of 4-1, the ZBA recommends the Village Board

consider referring to the Plan Commission for consideration, a Text Amendment to review the definition of Unacceptable Fence Materials.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. ZBA Report of August 21, 2013
2. August 21, 2013 ZBA Minutes
3. ZBA Packet - August 21, 2013
 - a. Staff Report to ZBA
 - b. Residential Zoning Variation Application
 - c. Proof of Ownership
 - d. Plat of Survey
 - e. Proposed Fence Information

RECOMMENDED MOTION:

Move to table to March 4, 2013, the variation request made for fence material at 3719 West Northshore Avenue, and to refer to the Plan Commission for public hearing, consideration of a text amendment to the Zoning Code concerning whether plastic, synthetic or other materials should remain unacceptable in the Village.

Report of the Zoning Board of Appeals (ZBA) to the Village Board

Date of ZBA meeting: August 21, 2013

ZBA members present: Paul Gordon, Paul Grant, Christopher Nickell, Kathy O'Brien and S.J. Malkin

Also present: Development Manager/Zoning Officer Aaron Cook

Petition of Lee Glickman for variation from Sections 2.02 and 3.13 of the Zoning Code to replace an existing wood fence with a polyvinyl chloride (PVC) fence in the rear yard of the property at 3719 W. North Shore Avenue

Petitioner, Lee Glickman, appeared on her own behalf.

Nature of the Petition

Petitioner seeks to replace her existing wood fence in the rear yard of her property (which was installed approximately nine years ago) with a custom-blended polyvinyl chloride (PVC) fence. Section 2.02 (Definitions) of the Zoning Code includes "plastic or synthetic materials" as an unacceptable fence material. Petitioner testified that her residence is on a corner lot adjacent to an alley and to railroad right-of-way which subjects her fence to greater exposure to the weather, and that, as a result, the existing and a prior wood fence have, despite her maintenance efforts, rotted and required replacement. She further testified that the proposed fence would be far more durable than a wood fence and that, moreover, the proposed fence would have a lifetime warranty which would be transferrable to subsequent owners.

Issue Presented for Review

The issue, therefore, is whether Petitioner has demonstrated a sufficient hardship so as to justify the requested variation.

Conclusion and Recommendations of ZBA

Zoning Officer Aaron Cook pointed out that the reason for prohibiting fences made of plastic or synthetic material is primarily a matter of aesthetics. However, he noted that in 2007 (the year prior to enactment of the current Zoning Code), the Village Board granted a variation for a plastic fence on the property at 3521 W. Arthur Avenue, even though the then existing zoning code contained identical language prohibiting plastic and synthetic fences and the then ZBA/Plan Commission voted unanimously to deny that variation. (There is nothing in the text of the ordinance granting that variation which explains the nature of the hardship in that case.) Zoning Officer Cook also noted that a fence material consisting of a hybrid material of wood and plastic, known as Trex, has previously been determined by the Village to be acceptable, but Petitioner indicated no desire to erect a fence with that material.

Members Kathy O'Brien, Paul Gordon and Christopher Nickell expressed the opinion that the

proposed PVC fence should be permitted since it would be both durable and attractive, and the material which constitutes such a fence has been improved considerably in recent years. The fact that the Village Board had, as noted above, previously approved a plastic fence, albeit prior to the current Zoning Code, was a significant factor in their decision.

Chairman Malkin and Member Paul Grant were opposed to granting the variation for the following reasons: 1) Section 2.02 of the Zoning Code specifically prohibits plastic or synthetic materials from being used in fences, and the ZBA does not have the authority to amend or ignore the provisions of the Zoning Code, so that if there is to be a change regarding plastic or synthetic fences, only the Village Board could do so; 2) In order to be granted a variation from the applicable provision of the Zoning Code, Petitioner must demonstrate that a hardship is unique to her property and “would not be applicable generally to other property within the same Zoning District”, which is a required condition for a variation as provided in Section 5.14(5)c of the Zoning Code. Clearly, the reason given by Petitioner for the requested variation (i.e. durability of plastic as opposed to a wooden fence material) would apply to wood fences throughout the Village; 3) Other than Petitioner’s own statement, no evidence was presented to show that the location of Petitioner’s property near the railroad right-of-way would cause the fence to be more subject to deterioration. (In fact, there is a thick row of trees and vegetation between the railroad right-of-way and Petitioner’s property which would appear to provide substantial protection from wind and snow emanating from the right-of-way.); 4) Finally, as to the granting in 2007 by the Village Board, without explanation in the ordinance, of the variation for a plastic fence, Chairman Malkin expressed the opinion that such precedent would have been significant if that variation were allowed after the adoption of the current Zoning Code in 2008, since in his view granting such variation without identifying the hardship involved would be tantamount to amending that provision of the Zoning Code. Notwithstanding the foregoing rationale, Chairman Malkin stated that he would have no objection to the proposed PVC fence if the Zoning Code did not explicitly disallow such fences.

(Note: Linda Kirshner, a Lincolnwood resident present at the hearing, stated her opinion that the proposed fence should be permitted.)

Thereupon, on motion duly made and seconded, by a vote of 3 to 2 (Chairman Malkin and Member Paul Grant dissenting), ZBA recommends that the requested variation to permit the proposed PVC fence be granted.

However, in light of the above disagreement among the ZBA members, by a vote of 4 to 1 (Member Paul Grant dissenting), ZBA recommends that the Village Board consider referring the issue to the Plan Commission for a recommendation as to whether Sections 2.02 and 3.13 of the Zoning Code should be amended so as to permit PVC fences on residential properties.

S.J. Malkin, Chairman

MINUTES OF AUGUST 21, 2013
MEETING OF THE LINCOLNWOOD
ZONING BOARD OF APPEALS (ZBA)

The regular meeting of the Zoning Board of Appeals was called to order on August 21, 2013 at 7:00 p.m. In attendance were Paul Gordon, Paul Grant, Christopher Nickell, Kathy O'Brien and S.J. Malkin.

Also present: Community Development Manager/Zoning Officer Aaron Cook

Chairman Malkin then called for any comments or corrections regarding the minutes of the last ZBA meeting on July 17, 2013 and, there being none, on motion duly made and seconded, the minutes were unanimously approved.

A public hearing was then held on the petition of Lee Glickman for variation from Sections 2.02 and 3.13 of the Zoning Code to replace an existing wood fence in the rear yard of the property at 3719 W. North Shore Avenue with a custom-blended polyvinyl chloride (PVC) fence. After discussion, by a vote of 3 to 2 (Chairman Malkin and Member Paul Grant dissenting), ZBA recommended that the requested variation be granted. Further, by a vote of 4 to 1 (Member Paul Grant dissenting), ZBA recommended that the Village Board consider referring the issue to the Plan Commission for a recommendation as to whether Sections 2.02 and 3.13 of the Zoning Code should be amended so as to permit PVC fences on residential properties.

(For details, see report filed by Chairman Malkin)

Chairman Malkin then announced that the next meeting of ZBA will be held on September 18, 2013.

There being no further business, on motion duly made and seconded, by unanimous consent the meeting was adjourned.

Sherwin J. Malkin, Chairman



Staff Report

Zoning Board of Appeals

August 21, 2013

Subject Property:
3719 West Northshore Avenue

Zoning District: R3 Residential

Petitioner: Lee Glickman - Property Owner

Requested Action: Variation sought to Article III, Section 3.13 of the Zoning Code to permit a replacement fence comprised of an unacceptable fence material.



Nature of Request: The property owner is seeking a variation in order to install a custom-blended polyvinyl chloride fence in the rear yard of the single-family property. The proposed fence material is categorized as plastic which is an unacceptable fence material as per the Zoning Code.

Notification: Notice in Lincolnwood Review dated August 1, 2013, Public Hearing Sign Installed at 3719 West Northshore Avenue, and Mailed Legal Notices Dated July 29, 2013 to Properties within 250 Feet.

Summary of Request

The property owner seeks approval of a replacement fence in the rear yard of the property commonly known as 3719 West Northshore Avenue. The proposed fence is manufactured from custom-blended polyvinyl chloride (PVC). This type of fence would be considered a plastic and/or synthetic fence. The Zoning Code defines Unacceptable Fence Material as (underline added for emphasis):

“FENCE MATERIAL, UNACCEPTABLE

Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire

mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions.”

The property owner has indicated that the proposed fence is more durable than two prior wooden fences that have been installed on the property. As a result, the property owner seeks a variation to permit this fence type as a solution to ongoing weathering issues experienced with the two wooden fences. Staff has not received any phone calls regarding the requested variation.

Related Village Action

Since the update of the Zoning Code in November 2008, there have not been any requests for relief from the Zoning Code relative to fence materials. Staff understands that during Village consideration of appropriate fence materials the composite fence product Trex was determined to be acceptable. This material is a wood and plastic hybrid material. While this hybrid material includes plastic, it has not been categorized as a plastic material and thusly is permitted.

Documents Attached

1. Residential Zoning Variation Application
2. Proof of Ownership
3. Plat of Survey
4. Proposed Fence Information



SUBJECT PROPERTY

Property Address: 3719 W. NORTH SHORE AVE, LINC. 60712-3752

Permanent Real Estate Index Number(s): 10-35-313-015-0000

Zoning District _____ Lot Area: _____

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

Home, Detached Garage, Fence.

Are there existing development restrictions affecting the property? _____ Yes No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: _____

REQUESTED ACTION

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: Replacement of existing fence. Request approval to install fence manufactured from custom-blended polyvinyl chloride (PVC) w/ Titanium Dioxide for strength, sun protection, rain or snow.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): LEE GLICKMAN

Address: 3719 W. North Shore

Telephone: (414) 673-8485 Fax: () _____ E-mail Address: _____

Petitioner (if different from owner):

Name: _____ Relationship to Property: _____

Address: _____

Telephone: () _____ Fax: () _____ E-mail Address: _____

REQUIRED ATTACHMENTS*

Check all documents that are attached:

- Plat of Survey
- Site Plan
- Proof of Ownership
- Floor Plans
- Elevations
- Applicable Zoning Worksheet
- Photos of the property
- PDF files of all drawings

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

The article(s), section(s) and paragraph(s) of the Village of Lincolnwood Zoning Ordinance from which the Action is being sought:

*The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred, to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: Lee Glickman

Address: 3719 W. North Shore

City, State: Lincolnwood, Ill. 60712

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER

PETITIONER (If different than property owner)

Lee Glickman 7/17/13

Signature Date

Signature Date

LEE GLICKMAN
PRINT NAME

PRINT NAME



VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT

VARIATION STANDARDS

To be approved, each variation request must meet certain specific standards. These eight standards are listed below. After each listed standard, explain how your variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

The height (4'), location (side and rear), and open design are consistent with the zoning ordinance.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

Our corner lot is adjacent to the alleyway and R.R. property. During the harsh winter months, wind and snow have caused deterioration and rotting of wooden fences despite being painted and maintained. As a result, I have had to replace TWO fences!

3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.

Due to the unique juxtaposition of our home and the parallel alleyway and R.R. property right-of-way, these conditions would not generally be applicable to other property within the same zoning district.

4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

Pursuant to the disintegration of not one but two wooden fences, I set out to find not only a reputable contractor, but a proven, contemporary material for a new fence.

In the 2013 edition of 'Best Pick Reports' by Esco Research I found "Golden Fence" an A-Rated company which has been a "Best Pick" 3 years in a row.

(over please) →

VARIATION STANDARDS (continued)

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The hardship is caused strictly by location and weathering.

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

This variation will be neither detrimental nor injurious to persons or property.

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

Yes.

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

True.

PAY ONLY THIS AMOUNT
\$ 1,540.79

BY 08/01/12 (on time)

2011 Second Installment Property Tax Bill

Property Index Number (PIN) 10-35-313-015-0000 Volume 130 Code 24015 Tax Year 2011 (Payable In) (2012) Township NILES

IF PAID LATE 08/02/12 - 09/01/12
\$ 1,563.90

IF PAID LATE 09/02/12 - 10/01/12
\$ 1,587.01

IF PAID LATE 10/02/12 - 11/01/12
\$ 1,610.12

TAX CALCULATOR



THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:
\$ 1,425.44 ON 02-07-12
 PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR ANY CHASE BANK.

LATE PENALTY
 IS 1.5% PER MONTH,
 BY STATE LAW.

Property location and classification for this PIN

3719 NORTH SHORE AVE LINCOLNWOOD IL 60712 3752 Property Classification 2-34

Taxing District	2011 Tax	2011 Rate	2011 %	Pension	2010 Tax	2010 Rate
MISCELLANEOUS TAXES						
North Shore Mosquito Abatement	3.65	0.010	0.12%		3.28	0.009
Metro Water Reclamation District	116.69	0.320	3.93%	6.56	99.92	0.274
Lincolnwood Public Library	120.34	0.330	4.06%	4.01	105.39	0.289
Miscellaneous Taxes Total	240.68	0.660	8.11%		208.59	0.572
SCHOOL TAXES						
Oakton Community College Dist 535	71.48	0.196	2.41%		58.35	0.160
Community High School District 219	1,059.00	2.904	35.70%	47.77	925.53	2.538
School District 74	1,106.41	3.034	37.30%	21.15	972.21	2.666
School Taxes Total	2,236.89	6.134	75.41%		1,956.09	5.364
MUNICIPALITY/TOWNSHIP TAXES						
Village of Lincolnwood	274.60	0.753	9.26%	76.21	241.05	0.661
Road & Bridge Niles	0.00	0.000	0.00%		0.00	0.000
General Assistance Niles	1.82	0.005	0.06%		1.46	0.004
Town Niles	13.49	0.037	0.45%		11.67	0.032
Municipality/Township Taxes Total	289.91	0.795	9.77%		254.18	0.697
COOK COUNTY TAXES						
Cook County Forest Preserve District	21.15	0.058	0.71%	0.36	18.60	0.051
Consolidated Elections	9.12	0.025	0.31%		0.00	0.000
County of Cook	81.33	0.223	2.75%	33.18	83.14	0.228
Cook County Public Safety	58.71	0.161	1.98%		41.21	0.113
Cook County Health Facilities	28.44	0.078	0.96%		29.90	0.082
Cook County Taxes Total	198.75	0.545	6.71%		172.85	0.474
<i>(Do not pay these totals)</i>	2,966.23	8.134	100.00%		2,591.71	7.107

2010 Assessed Value
34,780

2011 Property Value
347,800

2011 Assessment Level
X 10%

2011 Assessed Value
= 34,780

2011 State Equalization Factor
X 2.9706

2011 Equalized Assessed Value (EAV)
= 103,317

2011 Local Tax Rate
X 8.134%

2011 Total Tax Before Exemptions
= 8,403.80

Homeowner's Exemption
- 488.04

Senior Citizen Exemption
- 325.36

Senior Assessment Freeze Exemption
- 4,624.18

2011 Total Tax After Exemptions
= 2,966.23

First Installment
1,425.44

Second Installment
+ 1,540.79

Total 2011 Tax (Payable In 2012)
= 2,966.23

NEVER RETURN FOR YOUR RECORDS

RABBI IRVING GLICKMAN
 3719 W NORTH SHORE AVE
 LINCOLNWOOD IL 60712-3752

IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.

Proof of Ownership

1841 W. Rookery Circle
Round Lake, IL 60073

PROPOSAL & CONTRACT

GOLDEN FENCE, CO.

Wood
Chain Link
All Types of Fencing

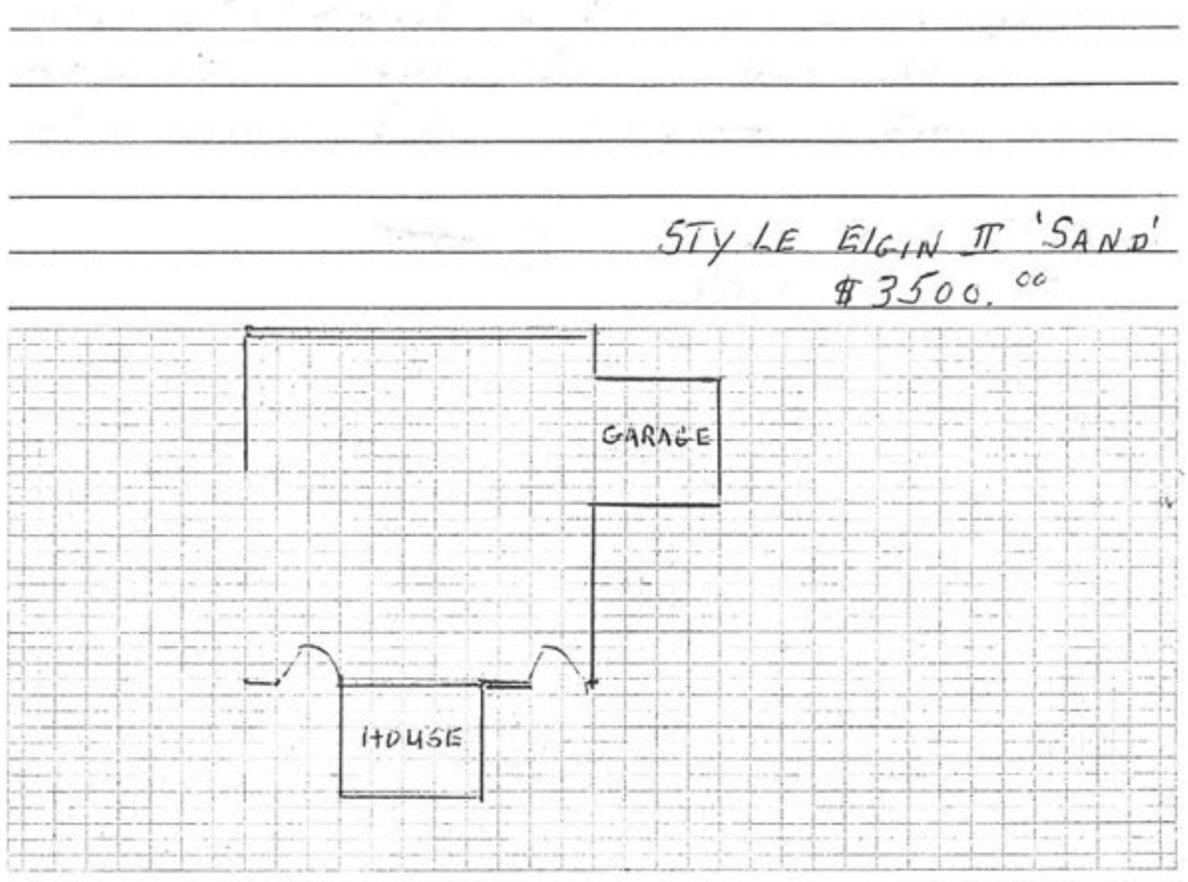
Residential • Commercial • Industrial • Free Estimates • Fully Insured

Bus: 847.740.9744 • Bus: 815.385.5664 • Fax: 815.385.5690

Date _____ Contact _____
 Customer Name _____ Job Address _____
 Address _____ City _____ Zip Code _____
 City _____ Zip Code _____ Cross Street _____
 Home Phone _____ Office Phone _____ Directions _____
 County _____ Sub-Division _____

NO. OF FEET	HEIGHT 4'
GAUGE	GALVANIZE WIRE
FRAMEWORK GALVANIZED	VINYL WIRE COLOR
LINE POSTS	TOP RAIL
WALK GATES	DRIVE GATES
END POSTS	CORNER POSTS
GATE POSTS	TENSION WIRE
CONCRETE SET	DIRT SET
PLAT OF SURVEY	STAKES VISIBLE
FOLLOW GROUND	STRAIGHT ON TOP
SPECIAL	
DIRT PICK UP	HAUL AWAY
CONCRETE BREAKS	ASPHALT BREAKS
BRIGHTON COLOR SYSTEM	

FENCE LAYOUT and SPECIFICATIONS



All of the above work to be completed in a substantial and workmanlike manner according to standard premises to start within _____ week(s) for the sum of _____ dollars (\$ _____).

A deposit required of _____% \$ _____ down upon signing contract and \$ _____ the remaining balance upon completion of installation. **GOLDEN FENCE GUARANTEES ALL MATERIALS TO BE OF THE HIGHEST QUALITY BY LEADING MANUFACTURERS AND ALL WORKMANSHIP TO BE OF THE HIGHEST STANDARDS BY THOROUGHLY SKILLED MECHANICS FOR _____ YEAR(S).**

Contractor is responsible for calling J.U.L.I.E. within 48 hours before installation to mark all underground utilities. An alteration or deviation for the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. **ALL MATERIALS REMAIN PROPERTY OF CONTRACTOR, WHO RETAINS THE RIGHT TO REMOVE ALL MATERIALS UNLESS PAID FOR IN FULL. ALL FENCES INSTALLED WITHIN 6" OF PROPERTY LINES-FENCES SET TO PROPERTY STAKES-NOT RESPONSIBLE FOR PROPERTY LINES.** A charge of 25% of cash contract price will be made in case of cancellation of this by property owner or agent, of which he or she agrees to pay upon demand after refusing to allow the work to proceed as within agreed terms. **Golden Fence is not responsible for discoloration of wood from lack of weatherproofing by property owner or agent. This proposal is void if not acceptable within _____ days.**

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I agree to pay the amount mentioned in said proposal and in accordance with the terms thereof. I agree to pay all costs of collection including attorney fees and interest for sums which may become due under this contract. **Purchaser agrees to obtain any construction permits that may be required and to supply contractor with current plat of survey.**

Signature _____
TERMS: Net _____ days. A 14.2% interest will be added on to the monthly balance until balance is paid in full

Respectfully submitted by: _____

Date _____ 20 _____

WHITE - INSTALLERS COPY

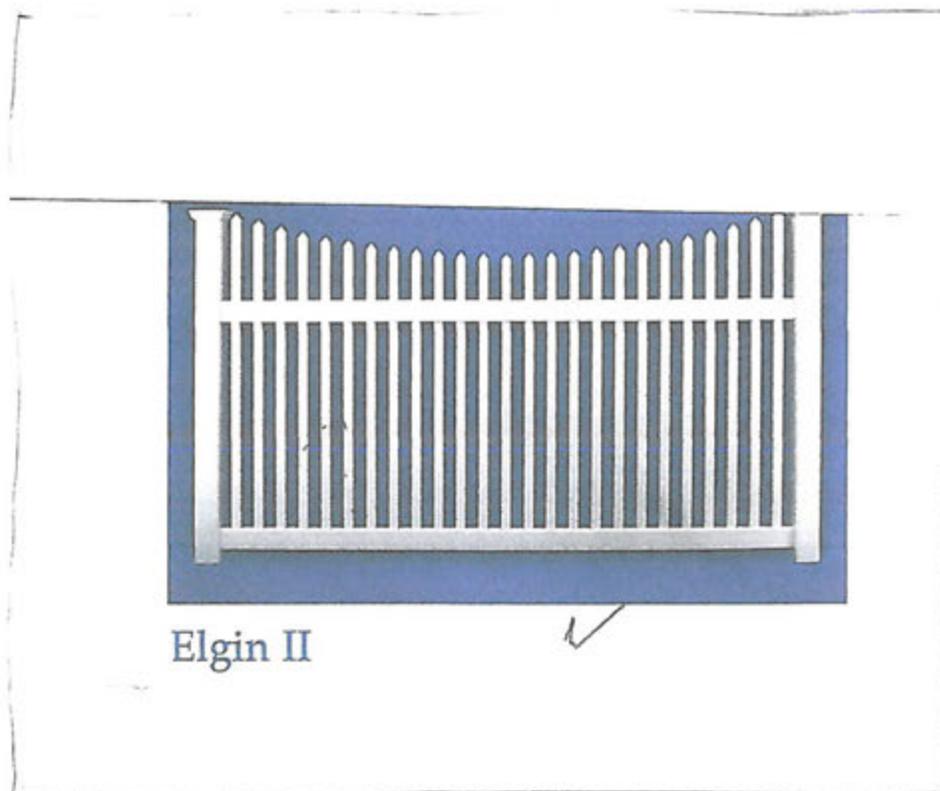
CANARY - CUSTOMERS COPY

PINK - OFFICE COPY

Vinylworks fencing offers you a top quality vinyl fence with a lifetime transferable warranty.

- No Painting
- No Staining
- No Splinters
- Strong & Durable

Enhance your property value and enjoy your low maintenance vinyl fence!



– PERFORMANCE

– QUALITY

– CONFIDENCE

Vinylworks Fencing is manufactured from custom-blended polyvinyl chloride (PVC) with chemically-balanced ingredients for superior beauty, durability and lasting performance. Our vinyl has Titanium Dioxide (TiO₂) to protect it from the sun and impact modifiers to ensure its flexibility and strength. Vinylworks vinyl maintains its color, gloss and toughness through sun, rain or snow!

Fences

Northern Chicago



Golden Fence

773-840-5016

"We strive to work with every customer, identify their specific needs, and provide the solution that's right for them, not just right for us. We do the best work, using the best materials." - Eric Aguilar, Owner

Company Information:

- **Services Offered:** Golden Fence offers the installation and repair of wood, chain-link, PVC, ornamental iron, vinyl, and aluminum fences for both residential and commercial customers. The company also performs emergency repairs and offers free estimates.
- **Company History:** Eric Aguilar founded the locally owned-and-operated company in 2004. With more than 25 years of industry experience, Eric continues to play a primary role in the day-to-day operations of the company.
- **Warranty:** Golden Fence offers a two-year warranty on labor.
- **Employee Information:** All of Golden Fence's employees drive marked vehicles. According to the company, it hires only experienced professionals with a history of excellent customer service.

A selection from 215 homeowner reviews:

"Golden Fence is the best. They're great—absolutely great. They were lightning fast, and their quality of work was very good. They built a new fence with two openings for my gates. The workers knew exactly what they were doing, and the cleanup was excellent. I'd say A+."

"As far as I'm concerned, they were absolutely excellent. I've had other fence work done here, and they were far superior to anybody else I've used—far superior in their workmanship, their personality—everything."

"I definitely had a positive experience with Golden Fence. I had them put up a fence, and the overall quality of work is excellent. The fence looks gorgeous. They just walk you through the whole process, and if there are any questions, they ask first instead of later, so that you don't run into problems, which I appreciated."

From the Northern Chicago EBSCO Research Best Pick Reports 2013
Quality Home Services Guide A-rated companies
4th annual edition page 38



Request For Board Action

REFERRED TO BOARD: October 1, 2013

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission Concerning a Special Use for a Drive Through Bank Facility and Certain Variations Related to a New Building and Off-Street Parking Lot at 4007 West Touhy Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The PrivateBank as petitioner, and Next Touhy, LLC as property owner, seek Special Use approval to permit a drive-through facility in conjunction with a proposed new bank at 4007 West Touhy Avenue. This property is zoned B-2 General Business.

Although banks are classified as a permitted use in this zoning district, the proposed drive-through for the bank requires Special Use approval. In addition to seeking Special Use for the drive through, The PrivateBank also requests: 1) certain perimeter and interior parking lot landscape variations; 2) a variation for the location of off-street parking; and, 3) a variation to the Village's minimum vehicle stacking requirements for a drive-through.

The PrivateBank proposes to demolish the existing vacant structure last used by Fair Muffler in order to construct a new 2,500 square foot bank building with a drive-through lane which separates into a lane with a window for bank business and a lane for ATM use. As proposed this development includes an improved off-street parking area which includes increased on-site landscaping as well as an eight foot high masonry wall to help buffer the residential property to the south. The petitioner proposes that a fee be paid in lieu of providing on-site detention. While the petitioner initially submitted building elevations which required a variation from the building material (design) standards, the petitioner has since modified their building design and a variation for building materials is no longer needed.

Earlier this year, the property owner received approval from the Village to renovate the existing building for reuse as a two-tenant retail building. For this approval, Next Touhy, LLC received approval for five variations related to: rear yard setback; less than minimum perimeter and interior parking lot landscaping; less than required drive aisle width; and, parking in the front and corner side yards.

Public Hearing

On September 11, 2013, the Plan Commission convened the public hearing on PrivateBank's request for Special Use approval for a drive-through and the three requested variations indicated above.

At this meeting, staff reviewed each variation requested and its location on the proposed site plan. Hal Franke, attorney for The PrivateBank, noted that several of the requested variations were similar to those granted by the Village earlier in 2013 as part of a proposal to reuse the existing building. The applicant continued with a description of how the proposed site plan was developed in order to be respectful of the Zoning Code while also meeting the needs of The PrivateBank.

John Bradshaw, project architect with Camburas & Theodore, Ltd. stated that the existing ingress/egress at Touhy Avenue and at Crawford Avenue will be retained and that as a result, the site laid out best with the drive-through access lane located to the west of the proposed building and the drive through bank window and ATM located to the south. Mr. Bradshaw noted the proposed eight foot masonry wall abutting the south lot line that will serve as a buffer between the new development and the residential property to the south. Mr. Bradshaw explained that since submitting, the application has been amended in order to modify the proposed building material to masonry brick veneer. As a result, the requested commercial design variation was no longer needed since the proposed material meets the Village's commercial design requirements.

Kelly Stradinger of The PrivateBank, provided background of the bank and how the subject property is an ideal fit for a new bank site. Luay Aboona with KLOA, Inc. reviewed the submitted traffic study. The Plan Commission discussed the traffic movements into and out of the property. Mr. Stradinger stated that it is vital to the customer and the bank that vehicle movements remain as they are today, unrestricted between the property and Touhy Avenue. The Plan Commission acknowledged the challenges of a corner lot and was comfortable with the testimony of Mr. Stradinger and Mr. Aboona and as a result do not recommend any additional restrictions on traffic movements into or out of the property.

In review, the Plan Commission was generally supportive of the application. The Plan Commission however raised concerns with rooftop mechanical equipment and possible light spillage from the canopy element onto the adjoining residential properties. Accordingly, the Plan Commission discussed the desire to have conditions requiring that all rooftop mechanical equipment be visually screened and that such equipment be installed with sound attenuating devices. Similarly, the Plan Commission also indicated a desire to ensure that the canopy material on the south and west elevations prevented light spillage from interior bank lighting onto the adjoining residential property. It was also the desire of the Commission that the property owner and the Village enter into a Site Management Agreement that would outline ongoing maintenance responsibilities of the property owner. The Plan Commission also noted the recent Ordinance granting certain variations for the reuse of the existing building and indicated that it should be revoked upon adoption of any new Ordinance.

Other than testimony by the developer's team, no one provided comment or testified on this request.

The Plan Commission took separate votes regarding the requested Special Use for the drive through and the requested Variations. By a unanimous 5-0 vote, the Plan Commission is

recommending approval of the requested Special Use to permit a drive-through in conjunction with a bank, subject to the following conditions:

- Rooftop equipment shall be installed with screening from all sides with sound attenuating measures, in order to minimize visual and sound impact.
- A Site Management Agreement between the owner and Village shall be required in a form approved by the Village Attorney.
- The materials used on the south and west elevations shall prevent the escape/spillage of light onto adjoining properties.

By a unanimous 5-0 vote, the Plan Commission is also recommending approval of the requested variations, subject to the following condition:

- Revoke Ordinance No. 2013-3048 which previously granted variations for the renovation of the existing building.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Excerpt September 11, 2013 Plan Commission Minutes (Draft)
2. Plan Commission Packet – September 11, 2013
 - a. Staff Report to Plan Commission
 - b. Revised Building Elevations
 - c. Public Hearing Special Use and PUD Application
 - d. Special Use Standards
 - e. Public Hearing Variation Application
 - f. Variation Standards
 - g. Stormwater Calculations
 - h. Proof of Ownership
 - i. Photographs
 - j. Traffic Impact Study
 - k. Building Elevations
 - l. Plat of Survey
 - m. Landscape Plan
 - n. Tree Inventory
 - o. Proposed Site Plan
 - p. Proposed Signs
 - q. Photometric Plan

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission concerning a Special Use for a drive-through in conjunction with a bank and certain variations related to a new bank building and off-street parking lot at 4007 West Touhy Avenue and to direct the Village Attorney to prepare the requisite ordinance for approval.

**MEETING MINUTES OF THE
PLAN COMMISSION**

**September 11, 2013
7:00 P.M.**

DRAFT

**LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN**

MEMBERS PRESENT:

Chairman Paul Eisterhold
Irving Fishman
Don Sampen
Mark Yohanna
Patricia Goldfein

MEMBERS ABSENT:

Sue Auerbach
Steve Jakubowski

STAFF PRESENT:

Community Development Manager Aaron N. Cook, AICP

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of five members present and called the meeting to order at 7:06 p.m. Chairman Eisterhold notified the public that Commissioner Jakubowski would not be present.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

Motion to approve the August 7, 2013 Plan Commission minutes was made by Commissioner Fishman and Seconded by Commissioner Goldfein with minor grammatical changes. Motion approved 5-0.

IV. Public Hearing: 4007 West Touhy Avenue – Special Use and Zoning Variations

Chairman Eisterhold swore in petitioners present: Hal Franke, attorney for The PrivateBank; Kelly Stradinger, The PrivateBank; John Bradshaw, Camburas & Theodore; Luay Aboona, KLOA, Inc.; Bob Qualkenbush, Urban Associates, LLC.; and Marc Blum, Next Touhy, LLC.

Mr. Cook presented the Commission with a review of the requested Special Use for a drive-through and site plan variations. Mr. Cook indicated that the applicant requests a variation to permit parking in the front and corner side yard, a variation to permit less than the required perimeter landscape in one location along Crawford Avenue, less than the required interior landscape parking island in one location, and a stacking variation in association with the requested drive-through. Mr. Cook identified the elimination of one

requested variation from the building design requirements. Mr. Cook indicated that the applicant modified the building elevations to comply with the design standards of the Zoning Code. Chairman Eisterhold asked if staff had considered requiring maintenance agreement. Mr. Cook stated that with or without maintenance agreement, upon approval of a site plan the property owner is required to maintain the property in accordance with the site plan. Chairman Eisterhold indicated that the Village and Walgreens have previously had such an agreement.

Mr. Franke commented on the character of the property and the need for variations. Mr. Franke referred to the prior plan for the property and the variations sought in accordance with that project. Mr. Franke indicated that the Zoning Board of Appeals approved the requested variation in April 2013. Mr. Franke explained that after the approval, Next Touhy LLC was approved by The PrivateBank for new construction. Mr. Stradinger presented background information on their bank and the anticipated operation of the proposed facility. Mr. Bradshaw described the site plan, building design, and proposed signage.

Commissioner Goldfein asked for clarification on the canopy materials. Commissioner Goldfein asked if there will be glass around the entire canopy and if so, she expressed concern of light spillage onto adjoining properties. Mr. Bradshaw indicated that their intention would be to use spandrel glass or other material that would not allow light from the interior of the building to spill onto adjoining properties.

Commissioner Fishman asked about the change to the proposed building material from the rain-screen exterior to the brick veneer. Mr. Bradshaw explained that the material initially worked well with the design but upon further review and with the bank the conclusion was to shift to the proposed brick veneer. Commissioner Fishman asked if the windows would be tinted. Mr. Bradshaw showed the Commission a sample of the level of tinting. Commissioner Fishman stated his concern regarding glare onto the adjoining streets. Commissioner Fishman wondered if there would be line of site issues exiting onto Crawford Avenue. Mr. Bradshaw stated that Mr. Aboona would be best able to answer the question.

Commissioner Goldfein asked about other projects Mr. Bradshaw worked on in Lincolnwood. He indicated he was involved in the Walgreens project on Pratt Avenue and Lincoln Avenue. Commissioner Goldfein identified the use of a masonry wall on that project and that they are proposing a similar wall at The PrivateBank. Mr. Bradshaw and Mr. Cook concurred that the walls are similar. Commissioner Goldfein asked if there have been any issues with the wall at Walgreens. Mr. Cook indicated that there have not been any complaints regarding the wall as a buffer between residential and non-residential.

Commissioner Yohanna added that he has heard that people like the wall at Walgreens. Commissioner Yohanna stated that he was on the Commission at the time of the Walgreens approval and that he believes the wall is one of the best things the Commission has required of a development. As a result, he indicated his pleasure that

The PrivateBank proposes to install a similar wall. Commissioner Yohanna asked what is along the lot line to the west currently. Mr. Bradshaw stated there is a guardrail and a chain-link fence. Commissioner Yohanna asked if the fence is on the subject property or the neighbor's property. Mr. Cook indicated that the fence is on the subject property.

Commissioner Goldfein asked if the subject property includes land once used for an alley. Mr. Cook stated that he is not certain that there was once an alley however it is reasonable to conclude that the existing alley to the west once connected through to Crawford Avenue. Therefore, if the alley did connect, it has been vacated and is now part of the subject property.

Commissioner Sampen asked staff to briefly list the four requested variations and accordingly staff reviewed the requests.

Commissioner Yohanna asked if the proposed 10 parking spaces complies the off-street parking requirements. Mr. Cook indicated that they are Zoning Code compliant at 10 parking spaces.

Mr. Franke reviewed the variations requested as part of the reuse proposal and the variations requested for the new construction of a bank with a drive-through. Mr. Franke stated that he believes the new proposal serves the Village better than the prior plan. Commissioner Fishman indicated that there is a significant difference as the prior plan had a retail/sales tax component which should be noted. Mr. Franke stated that part of that proposal was retail and agreed with the Commissioner's statement.

Commissioner Fishman asked if they intend to use any automated teller stations that are becoming more common. Mr. Stradinger explained that they will have two teller stations with one serving both customers in the building and the drive-through window. Commissioner Fishman asked if there will stations that will be connected to a live person remotely. Mr. Stradinger indicated there are no plans for such a station. Commissioner Fishman asked if there will be any commercial or residential lending out of the branch. Mr. Stradinger stated that at this facility like most of their facilities, they will have rotating financial advisers that will be at the branch for appointments but not on-site full-time.

Commissioner Goldfein asked if the stated closing time of 6pm will also apply to the drive-through window and ATM. Mr. Stradinger indicated that the drive-through window will not have extended hours and that the ATM is open to the public 24 hours. Commissioner Goldfein asked when the average time of use for the ATM, will there be the need for a lot of stacking, and if the applicant feels that there is sufficient stacking proposed. Mr. Stradinger indicated that he did not know an answer but in his experience the transactions happen quickly. Mr. Stradinger indicated that he believes there is sufficient stacking proposed.

Mr. Aboona reviewed the methodology of conducting a traffic study as well as the results of the traffic study. Mr. Aboona reviewed the stacking at the Touhy Avenue and

Crawford Avenue traffic light. Mr. Aboona stated that he believes there will be the ability to safely turn left from the site onto westbound Touhy Avenue. Mr. Aboona indicated that banks generate relatively low trip counts. Mr. Aboona answered an earlier question that there will be adequate site lines for vehicles exiting onto Crawford Avenue. Mr. Aboona indicated that they have studied bank drive-through stacking and typical maximum stacking is two vehicles. Commissioner Fishman asked if Mr. Aboona had observed that most exiting the Shell station prefer exiting onto Crawford Avenue and then turning onto Touhy Avenue rather than exiting and crossing Touhy Avenue. Mr. Aboona stated that those customers have that option but presents their own challenges.

Commissioner Yohanna asked for clarification on a portion of the data presented. Mr. Aboona provided an explanation and clarification. Commissioner Yohanna stated a concern over vehicles exiting the subject property to turn left onto Touhy Avenue. Commissioner Yohanna asked Mr. Stradinger and Mr. Aboona about their thoughts of the Village prohibiting left turn from the property onto Touhy Avenue. Commissioner Goldfein shared the concern but opined that such a limitation may result in vehicles make U-turns in close proximity to the site. Commissioner Goldfein added that in the area there are vehicles traveling at different speeds which complicates and crossing of Touhy Avenue. Mr. Aboona acknowledged the challenges and concerns and added that they are no different than any corner lot. Mr. Aboona reiterated that the bank use is a low traffic generator. Mr. Aboona added that the convenience for bank customers is important. Commissioner Fishman noted that the prior uses proposed would have generated higher traffic counts. Mr. Stradinger added that the convenience for the customer is extremely important. Mr. Stradinger indicated that a highly visible site but limited access would not be desired.

Commissioner Sampen wondered if the median on Crawford Avenue could be eliminated. Chairman Eisterhold indicated that Crawford Avenue is a Cook County Department of Transportation road and it is unlikely that they would approve a modification to the median.

Chairman Eisterhold asked about the photometric plan and if it was in compliant with the Zoning Code. Mr. Cook stated that the plan is in line with the code requirements and will be further confirmed during the building permit process. Chairman Eisterhold asked about rooftop units and if the architect has prepared any visual screening and/or sound screening. Mr. Bradshaw stated that they intend to screen the units but have not yet reviewed the Zoning Code requirements.

Commissioner Fishman asked if they were considering a back-up generator. Mr. Bradshaw and Mr. Stradinger stated that they are not intending a generator. Commissioner Fishman asked if they intend to have any safe deposit boxes. Mr. Stradinger indicated that they have surveyed the market and will not have safe deposit boxes.

Commissioner Yohanna expressed his support of the project. The Commission reviewed the requested Variations and Special Use.

Chairman Eisterhold identified that the applicant has submitted the standards for Variation and Special Use and the commission is in receipt.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

The Commission discussed the request for Special Use.

Special Use for Drive-Through

Motion to Approve by Commissioner Fishman and Seconded by Commissioner Yohanna subject to:

- Rooftop equipment shall be installed with screening from all sides with sound attenuating measures, in order to minimize visual and sound impact.
- A Site Management Agreement between the owner and Village shall be required in a form approved by the Village Attorney.
- The materials used on the south and west elevations shall prevent the escape/spillage of light onto adjoining properties.

Aye: Fishman, Yohanna, Sampen, Goldfein, and Eisterhold

Nay: None

Motion Carried 5-0.

Variations for Parking in Front and Corner Side Yard, Perimeter Landscape, Interior Landscape, Drive-Through Stacking

Motion to Approve by Commissioner Yohanna and Seconded by Commissioner Fishman subject to revoking Ordinance No. 2013-3048 which previously granted variations for the renovation of the existing building.

Aye: Yohanna, Fishman, Sampen, Goldfein, and Eisterhold

Nay: None

Motion Carried 5-0.

Chairman Eisterhold expressed his pleasure with the proposal as the site has been challenging. Chairman Eisterhold complimented the site design including the parking up to the building rather than out toward the street.

The Plan Commission recessed for five minutes.

V. PUBLIC HEARING: Commercial Masonry Requirements – Zoning Code Text Amendment (*Remanded by Village board and Committee on Ordinances, Rules, and Buildings*)

Agenda Item #4



**Staff Report
Plan Commission
September 11, 2013**

Subject Property:

4007 West Touhy Avenue

Zoning District:

B2 General Business District

Petitioner:

The Private Bank, Contract Purchaser and
Next Touhy, LLC, Property Owner

Nature of Request: The petitioner is seeking special use approval for a drive-through in conjunction with a bank and certain variations to construct a new building and off-street parking improvements.



Requested Action: Special Use for Facility with drive-through as per Table 4.01.1 and Variations sought: **1)** from Article VI, Section 6.14(1) to permit less than the required minimum perimeter landscape width and minimum screening; **2)** from Article VII, Section 7.06(5) to permit parking in the front and corner side yard; **3)** from Article VI, Section 6.14(2) to permit the off-street parking area to not have the required minimum interior landscaping; and **4)** from Article IV, Section 4.07(8)b to permit less than the required stacking for the drive-through facility.

Notification: Notice in Lincolnwood Review dated August 22, 2013, Public Hearing Sign Installed at 4007 West Touhy Avenue, and Mailed Legal Notices Dated August 19, 2013 to Properties within 250 Feet.

Summary of Request

The Private Bank (petitioner) and Next Touhy, LLC (owner) seeks a Special Use in the B2 General Business District to permit a drive-through facility in conjunction with a bank. Banks are classified as a Permitted use in the B2 District however a drive-through, regardless of the primary use, requires Special Use approval.

The petitioner proposes to demolish the existing vacant structure that was once used as an automobile service and repair station, and construct a new 2,500 square foot bank with a drive-through. The Private Bank also proposes an improved off-street parking area with new

perimeter landscape areas and increased buffer to the residential property to the south. The petitioner proposes to utilize the existing curb cuts off of Touhy Avenue and Crawford Avenue for access. Based on the scope of property improvements, certain variations are required to approve the proposed site plan in addition to the Special Use for the drive-through.

The Village of Lincolnwood through Home Rule authority has created a process in which the Plan Commission considers zoning variations when requested along with Special Use requests. This is intended to streamline the hearing process for the benefit of the applicant.

Special Use to Approve a Facility with a Drive-Through

Below is a summary of drive-through facilities in the community. As you can see, the majority are associated with banks. Additionally, based on staff’s research, all but one bank in the community has a drive-through. Brickyard Bank appears to be the only bank in Lincolnwood without a drive-through facility.

Banks w/ Drive-Through	Address
Republic Bank	4433 West Touhy Avenue
MB Financial	4010 West Touhy Avenue
Bank Financial	3443 West Touhy Avenue
MB Financial	6401 North Lincoln Avenue
Liberty Bank	6666 North Lincoln Avenue
Charter One	6677 North Lincoln Avenue
Other Uses w/ Drive-Through	Address
Walgreens	6770 North Lincoln Avenue
CVS	3950 West Devon Avenue
CVS	7179 North Lincoln Avenue
Jaffa Bagels (Not Opened)	3300 West Devon Avenue

Variations

The petitioner also seeks several variations needed in order to redevelop the property. The bulk of the variations relate to the off-street parking area and the perimeter landscape areas. The petitioner has modified the building design to eliminate the requested variation relative to building materials. Below is a summary of the requested variations.

Off-Street Parking and Landscape Variations

The petitioner seeks to use the parking area in the current location which does comply with the off-street parking location requirements. The Zoning Code does not permit off-street parking to be located in the front or corner side yards. The subject property is a corner lot with the Crawford Avenue lot line being the front lot line and the Touhy Avenue lot line is the corner side yard. Therefore, the Zoning Code prohibits parking between the building and both the Crawford Avenue and Touhy Avenue lot lines.

The petitioner seeks relief from the perimeter and interior landscape requirements. These standards include minimum perimeter landscape and minimum interior landscape (landscape islands). The new off-street parking area incorporates landscape areas which the existing off-street parking area does not include. While additional landscape areas are to be introduced to the site as part of the proposed redevelopment, the scope of the redevelopment requires several variations. The redeveloped off-street parking area encroaches into the Crawford Avenue

reviewed by the Village's Landscape Architect. The ZBA found that the variations were and necessary as a result of improving the property which was non-conforming. The ZBA noted that by renovating and reusing the property there were limited opportunities for full compliance with the Zoning Code. The ZBA also identified that the renovation and reuse plan was in substantially greater compliance than the current condition of the property. The Village Board approved the requested variations and adopted the conditions of approval as recommended by the ZBA.

In 2012 the ZBA considered a request by Meatheads for approval of similar variations at 6734 North Lincoln Avenue for the construction of a new freestanding restaurant and associated off-street parking area. The Village Board granted approval of the requested variations in each case.

Conclusion

The petitioner is seeking a Special Use to permit a drive-through facility in conjunction with a new bank at 4007 West Touhy Avenue. The variation requests can be summarized as off-street parking landscape and design, off-street parking location, and drive-through stacking variations. As originally submitted, the petitioner required a variation to permit the proposed structure to be constructed from a material not included on the list of "high quality materials". Since the application the petitioner has revised the building design which is compliant with the current standards. Therefore, that requested variation is no longer necessary. No inquiries from the public were received relative to this request.

If the Plan Commission recommends approval of the request by Private Bank, staff suggests that a condition of approval should be to revoke Ordinance No. 2013-3048 which granted variations for the renovation and reuse of the existing building at 4007 W. Touhy Avenue.

Documents Attached

1. Revised Building Elevations
2. Public Hearing Application Packet – February 15, 2013
 - a. Public Hearing Special Use and PUD Application
 - b. Special Use Standards
 - c. Public Hearing Variation Application
 - d. Variation Standards
 - e. Stormwater Calculations
 - f. Proof of Ownership
 - g. Photographs
 - h. Traffic Impact Study
 - i. Building Elevations
 - j. Plat of Survey
 - k. Landscape Plan
 - l. Tree Inventory
 - m. Proposed Site Plan
 - n. Proof of Ownership
 - o. Proposed Signs
 - p. Photometric Plan



APPROACH - NORTHEAST



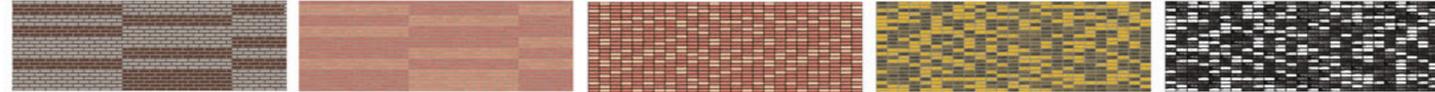
1 SITE PLAN
3/16" = 1'-0"



APPROACH - EAST



APPROACH - NORTH



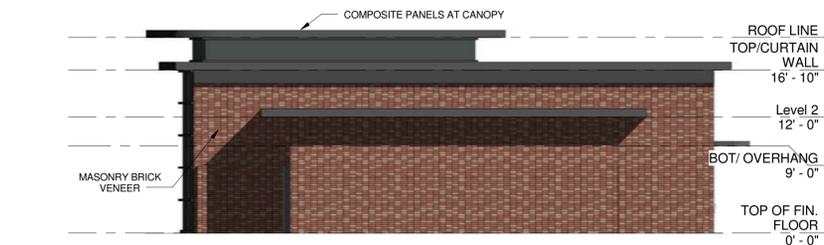
6 BRICK PATTERNS
N.T.S.



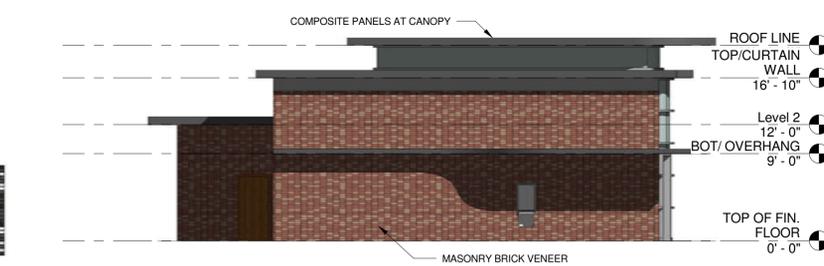
2 ELEVATION - East
1/8" = 1'-0"



3 ELEVATION - North
1/8" = 1'-0"



4 ELEVATION - West
1/8" = 1'-0"



5 ELEVATION - South
1/8" = 1'-0"

<p>CAMBURUS & THEODORE LTD. ARCHITECTURE PLANNING INTERIOR DESIGN ENGINEERING</p> <p>3046 E. CENTER ST. DEERFIELD, IL 60015 TEL: 847.388.1025 FAX: 847.388.1030 WWW.CAMBURUSANDTHEODORE.COM</p>																			
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<p>SCALE: AS SHOWN</p>		<p>STORE NO. 1000000000</p>																	
<p>DRAWN BY: </p>		<p>PRIVATE BANK</p>																	
<p>DATE: 8/5/13</p>		<p>LINCOLNWOOD</p>																	
<p>REVIEWED: </p>		<p> </p>																	
<p>001</p>		<p> </p>																	

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SUBJECT PROPERTY

Property Address: 4007 West Touhy Avenue

Permanent Real Estate Index Number(s): 10-34-205-020-0000

Zoning District B2 Lot Area: 16,800 square feet

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

1700 square foot structure formerly used as an automobile service and repair station

Are there existing development restrictions affecting the property? Yes No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: Previous variation granted to Next Realty, LLC for parking

REQUESTED ACTION

Special Use - Non-Residential

Planned Unit Development (PUD)

Special Use - Residential

Other

PROJECT DESCRIPTION

Describe the Request and Project: Approval of a special use for a drive-thru facility in
conjunction with the development of a branch of The Private Bank

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): Next Touhy, LLC

Address: c/o Next Realty, LLC, Attn: Marc Blum 400 Skokie Blvd., Northbrook, IL 60062

Telephone: (847) 881-2002 Fax: (847) 881-2062 E-mail Address: _____

Petitioner (if different from owner):

Name: The Private Bank Relationship to Property: Contract Purchaser

Address: Attn: Kelly Stradinger 120 S. LaSalle Street, Chicago, IL 60603

Telephone: (312) 564-6029 Fax: (____) _____ E-mail Address: kstradinger@theprivatebank.com

REQUIRED ATTACHMENTS

Check all documents that are attached:

- Plat of Survey X
- Site Plan X
- Proof of Ownership X
- Floor Plans
- Elevations X
- Applicable Zoning Worksheet N/A
- Photos of the property X
- PDF files of all drawings X

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

The article(s), section(s) and paragraph(s) of the Village of Lincolnwood Zoning Ordinance from which the Action is being sought:

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred, to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: The Private Bank

Address: 120 S. LaSalle Street

City, State: Chicago, IL 60603

ATTACHMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER

 Marc Hum 8/9/13

Signature Date

 Marc Hum

PRINT NAME

PETITIONER (If different than property owner)

 KELLY STRADINGER August 8, 2013

Signature Date

 KELLY STRADINGER

PRINT NAME



VILLAGE OF LINCOLNWOOD

COMMUNITY DEVELOPMENT DEPARTMENT

SPECIAL USE STANDARDS

To be approved, each special use request must meet certain specific standards. These three standards are listed below. After each listed standard, explain how the special use request satisfies the listed standard. Use additional paper if necessary.

1. Please explain how the use is necessary for the public convenience at this location, and the subject property is deemed suitable for the use. (Please explain in detail)
See attached document.

2. Please explain how the use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.
See attached document.

3. Please explain how this use would not cause substantial injury to the value of other property in the neighborhood in which it is located.
See attached document.

4. The special use is consistent with the goals and policies of the Comprehensive Plan.
See attached document.

5. The special use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying zoning district.
See attached document.

6. Please explain how the special use is so designed to provide adequate utilities, access roads, drainage, or necessary facilities.
See attached document.

7. Please explain how the special use is so designed to provide ingress and egress to minimize traffic congestion on public streets.
See attached document.



VILLAGE OF LINCOLNWOOD

COMMUNITY DEVELOPMENT DEPARTMENT

PUBLIC HEARING FEES & DEPOSITS SCHEDULE

Plan Commission

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Text Amendment	\$500	\$2,000
Map Amendment	\$500	\$2,000
Planned Unit Development (PUD) 2 to 5 acres	\$1,250	\$10,000
Planned Unit Development (PUD) 5 to 10 acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 20 acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

Zoning Board of Appeals

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

* Hearing fees are non-refundable.

** Hearing Deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the public hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.

**4007 W. TOUHY AVENUE
PUBLIC HEARING APPLICATION
SPECIAL USE STANDARDS**

- 1. Please explain how the use is necessary for the public convenience at this location, and the subject property is deemed suitable for the use. (Please explain in detail)**

The use of a branch bank with drive-thru facilities is appropriate for the southwest corner of Touhy Avenue and Crawford Street because the high traffic nature of these streets lends itself to a convenience-oriented bank facility where the bank's customers (and the general public for the ATM) shall have easy access to necessary and useful financial transactions.

- 2. Please explain how the use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.**

The public health, safety and welfare are protected by many features of the proposed site design. First, the proposed bank use will generate less traffic than the previous service station use as well as less traffic than the other service stations at this intersection. The Touhy access point will be a full service access point, which according to Petitioner's Traffic Engineers, KLOA, Inc., will have a volume of no more than eight (8) cars per hour turning left on to westbound Touhy. The access point on to Crawford is by definition a "right in, right out" entrance due to the existing landscaped center median at this location. In addition, the drive-thru lanes can stack seven cars total: four for the ATM and three at the manned transaction window, and ten parking spaces are provided for the bank's employees and customers, which shall be more than adequate.

- 3. Please explain how this use would not cause substantial injury to the value of other property in the neighborhood in which it is located.**

The environs surrounding the property in questions is both commercial and residential in character. To the west of the proposed bank is a Jiffy Lube auto care facility. To the south of the proposed bank, there is a multifamily residential. The residential use will be protected from automobile noise from cars entering the drive-thru by an eight-foot masonry wall. Because a bank is a more upscale use than the previous automobile service and repair station and the adjoining automobile-related use, petitioner believes that the location of the bank at the Touhy-Crawford Intersection will enhance property values in the immediate area.

- 4. The special use is consistent with the goals and policies of the Comprehensive Plan.**

A bank use is a permitted use in the Village's B-2 Zoning District and consistent with the Comprehensive Plan.

5. **The special use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying zoning district.**

The drive-thru, if approved, would not impede development of surrounding properties in any way. It would not disrupt utilities, traffic flow or create any form of nuisance.

6. **Please explain how the special use is so designed to provide adequate utilities, access roads, drainage, or necessary facilities.**

The proposed circulation design permits easy access from both Touhy and Crawford to the drive-thru facility with a circular traffic pattern that has two-way traffic in front of the bank and to the access points to Touhy and Crawford, but creates one-way traffic around the rear of the bank through the proposed drive-thru facility. Given the expected traffic flow through the drive-thru and the time of average transactions, Petitioner believes that the stacking of three cars to the manned transaction window and four to the ATM will be sufficient to handle the number of cars waiting to use the drive-thru facility.

7. **Please explain how the special use is so designed to provide ingress and egress to minimize traffic congestion on public streets.**

The stacking of cars in the drive-thru lanes will prevent any blockage of the public way.



SUBJECT PROPERTY

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Permanent Real Estate Index Number(s): 10-34-205-020-0000

Zoning District B2 Lot Area: 16,800 square feet

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

1700 square foot structure formerly used as an automobile service and repair station

Are there existing development restrictions affecting the property? Yes No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: Previous variation granted to Next Realty LLC for parking

REQUESTED ACTION

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: See attached document.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): Next Touhy, LLC

Address: c/o Next Realty, LLC, Attn: Marc Blum 400 Skokie Blvd., Northbrook, IL 60062

Telephone: (847) 881-2002 Fax: (847) 881-2062 E-mail Address: _____

Petitioner (if different from owner):

Name: The Private Bank Relationship to Property: Contract Purchaser

Address: Attn: Kelly Stradinger 120 S. LaSalle Street, Chicago, IL 60603

Telephone: (312) 564-6029 Fax: (____) _____ E-mail Address: kstradinger@theprivatebank.com

REQUIRED ATTACHMENTS

Check all documents that are attached:

- Plat of Survey X
- Site Plan X
- Proof of Ownership X
- Floor Plans
- Elevations X
- Applicable Zoning Worksheet N/A
- Photos of the property X
- PDF files of all drawings X

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

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Name: The Private Bank

Address: 120 S. LaSalle Street

City, State: Chicago, IL 60603

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I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER

 Marc Hum 8/9/13

Signature Date

 Marc Hum

PRINT NAME

PETITIONER (If different than property owner)

 KELLY STRADINGER August 8, 2013

Signature Date

 KELLY STRADINGER

PRINT NAME



VILLAGE OF LINCOLNWOOD

COMMUNITY DEVELOPMENT DEPARTMENT

VARIATION STANDARDS

To be approved, each variation request must meet certain specific standards. These eight standards are listed below. After each listed standard, explain how your variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

See attached document.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

See attached document.

3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.

See attached document.

4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

See attached document.

VARIATION STANDARDS (continued)

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

See attached document.

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

See attached document.

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

See attached document.

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

See attached document.

SIGN VARIATION STANDARDS

For all Sign Variation and/or Special Sign requests the Applicant shall also complete Questions 9-12.

9. The proposed variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

N/A

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

N/A

11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

N/A

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

N/A



VILLAGE OF LINCOLNWOOD

COMMUNITY DEVELOPMENT DEPARTMENT

PUBLIC HEARING FEES & DEPOSITS SCHEDULE

Plan Commission

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Text Amendment	\$500	\$2,000
Map Amendment	\$500	\$2,000
Planned Unit Development (PUD) 2 to 5 acres	\$1,250	\$10,000
Planned Unit Development (PUD) 5 to 10 acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 20 acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

Zoning Board of Appeals

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

* Hearing fees are non-refundable.

** Hearing Deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the public hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.

**4007 W. TOUHY AVENUE
PUBLIC HEARING APPLICATION
VARIATIONS REQUESTED**

In connection with Petitioner's proposed development of a branch bank at 4007 West Touhy Avenue, Petitioner requests the following variations:

1. Variation from Section 4.07(8)(b) to permit vehicle stacking for one drive-thru lane of three cars instead of the required four;
2. Variation from Section 706(5) to permit parking in required front and corner side yards;
3. Variation from Section 6.14(1) to permit a 2 foot width of perimeter landscape;
4. Variation from Section 6.14(2) to permit a reduced landscape island area;
5. Variation from Section 6.15 to permit zero foundation plantings; and
6. Variation from Section 6.04(3) to permit "rain-screen" or "ventilated façade" system of a terra cotta or cementitious exterior cladding material in lieu of masonry.

**4007 W. TOUHY AVENUE
PUBLIC HEARING APPLICATION
VARIATION STANDARDS:
PARKING AND LANDSCAPING VARIATIONS APPLICATION**

- 1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.**

The requested variations are consistent with the intent and purposes of the Zoning Ordinance and the Comprehensive Plan because the variations would permit the development of a small site with a desirable land use.

- 2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.**

The property is a corner lot consisting of only 16,800 square feet. To locate a branch bank with a double drive-thru facility and ten parking spaces has required that one stacking lane hold one less car than required, that portions of the parking spaces reside in required yards, and that not all of the otherwise required landscape areas could be included. Applying the strict letter of the Zoning Ordinance to a site this small would be a significant hardship on the owner and prevent the development of the property for the bank use.

- 3. The conditions upon which the petition for the variation is based would not be applicable generally to the other property within the same Zoning District.**

Due to the small size of the property and it being a corner lot, the conditions would not apply generally to other properties in the B-2 Zoning District.

- 4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.**

The variations are sought not solely for enhancing the value of or revenue from the property. The variations are sought to provide for the development of a desirable use of the property and to remove an unattractive automobile service and repair station that has stood vacant for some time.

- 5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

The condition of the property has not changed since the property owner purchased it in 2012.

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

The proposed site plan accommodates the automobile stacking, landscaping and setback requirements of the Zoning Ordinance to the extent possible and still maintains 10 parking spaces and the double drive-thru facility. The front and corner side yards are the only location for the parking spaces, the location of which facilitates safe movement for automobiles and pedestrians. The reduction in landscape areas are minimal and will not have any material, visual impact on surrounding properties. In particular, one landscape island area is slightly less than the Zoning Ordinance requirement of 9 by 18 feet because the island's curved ends are necessary to facilitate the safe movement of automobiles.

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

Within the constraints of the site, the variations requested by Petitioner are the minimum necessary for Petitioner to develop the site with a branch bank and drive-thru facility. The variations are necessary for Petitioner as it seeks to revitalize the property.

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The site plan proposes a layout that will maintain the safety of the public. The proposed variations will have no impact on adjacent properties, will not cause an increase in the risk of fire, and will not impair property values within the neighborhood.

**4007 W. TOUHY AVENUE
PUBLIC HEARING APPLICATION
VARIATION STANDARDS:
BUILDING EXTERIOR MATERIAL VARIATION APPLICATION**

- 1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.**

The purpose of Section 6.04(3) of the Zoning Ordinance is to have commercial building facades be made of quality masonry. Petitioner seeks to use a “rain-screen” or “ventilated façade” system of a terra cotta or cementitious material, which is shown on the elevations submitted with this petition. Petitioner desires to use one of these materials for the building exterior because, as installed, they allow an air gap between the wall and the cladding which does not transmit heat or cold from the cladding, resulting in higher energy efficiency for the building. Also, when the material is used in darker brown or red colors, it gives an impression of an 8 inch tall masonry block but with strong, modern horizontal lines.

- 2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.**

In a climate that experiences both extremes of heat and cold, the energy efficiency of the proposed exterior is a desirable upgrade in energy efficiency over standard masonry without any loss of visual character.

- 3. The conditions upon which the petition for the variation is based would not be applicable generally to the other property within the same Zoning District.**

The variation would not be applicable to all other improved properties within the B-2 Zoning District; it is possible that future owners building structures could seek a similar variation.

- 4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.**

Petitioner desires to use the “rain-screen” or “ventilated façade” system of a terra cotta or cementitious material because they are green building products that promote energy efficiency and provide a crisp, modern look for Petitioner’s branch bank.

- 5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

The desire to create energy-efficient buildings is not unique to Petitioner.

6. **The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.**

The granting of the variation will enhance the public welfare by saving energy and creating a beautiful building where a metal automobile service and repair station once stood.

7. **The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.**

Petitioner seeks the variance only for those parts of the building without a glass curtain wall. Accordingly, the variation as proposed is the minimum change required.

8. **The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.**

The variation will have no impact on light and air, will cause no increase in the danger of fire, will have no impact on public safety and will not impair property values in the neighborhood. The razing of a metal building that used to contain an automobile service and repair station in favor of a new, attractive branch bank will be a positive development for the neighborhood.



NORTHWESTERN ENGINEERING CONSULTANTS, P.C.

CIVIL ENGINEERS • SITE PLANNERS • LAND SURVEYORS

1110 LAKE COOK ROAD
BUFFALO GROVE, ILLINOIS 60089

August 9, 2013

Mr. Jim Johnson
Village Engineer
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Ref: 13-35
The Private Bank
Touhy Avenue & Crawford Avenue
Lincolnwood, IL

Dear Mr. Johnson:

We have prepared and are attaching storm water detention calculations for the proposed The Private Bank project at the southwest corner of Touhy Avenue and Crawford Avenue in Lincolnwood. The calculations show that for the 100-year storm, a total of 4922 cubic feet of detention volume is required for this project per the Lincolnwood ordinance.

Due to ground contamination at the site, and to minimize excavation, we are requesting that a fee be paid in lieu of providing the actual detention volume on the site. A letter discussing the site contamination from the environmental engineer, Apex Companies, LLC, is also attached.

Please do not hesitate to contact us with any questions.

Very truly yours,

NORTHWESTERN ENGINEERING
CONSULTANTS, P.C.

Daniel M. Havlir

DMH/bsb

1335ltr.doc

STORM WATER DETENTION CALCULATIONS FOR 100 YEAR STORM
PRIVATE BANK, TOUHY & CRAWFORD, LINCOLNWOOD, IL

REF: VILLAGE OF LINCOLNWOOD ORDINANCE CHAPTER
 12 ARTICLE 6

AREA OF SITE = $120' \times 140' = 16,800 \text{ SF} = 0.386 \text{ ACRES}$

PER ALTA SURVEY DATED 1/25/12 SITE IS CURRENTLY 100% IMPERVIOUS

PROPOSED PERVIOUS AREAS PER CAMBRAS & THEODORE A10
 SITE PLAN DATED 7-15-13

WEST AND SOUTH R'S $(18)(12.5) + \left(\frac{18+4.5}{2}\right)(18.5) + (4.5)(89) +$
 $\left[\frac{40^2 - 20^2}{4}\right] + (1.5)(97) + \frac{1}{2}(18)(3) + \left(\frac{2+1.5}{2}\right)(29) + (21)(14)$
 $= 1712 \text{ SF}$

NORTH AND EAST R'S $(4.5)(93) + (7.5)(69) + \left[\frac{56^2 - \pi 28^2}{4}\right] = 1104 \text{ SF}$

NE COR BLDG $5 \times 17 + 8 \times 17 = 221 \text{ SF}$

SE COR BLDG $9 \times 17 = 153 \text{ SF}$

SW COR BLDG $\frac{\pi 8^2}{4} = 50 \text{ SF}$

NW COR BLDG $= \left(\frac{7+4}{2}\right)(17) = 178 \text{ SF}$

MINUS - TRR 6×6 SIGN 6×1 MASONRY WALL $109 \times 1 = 150 \text{ SF}$

TOTAL PERVIOUS AREA UNDER PROPOSED SITE PLAN =
 $1712 + 1104 + 221 + 153 + 50 + 178 - 150 = 3268 \text{ SF}$

PER ORDINANCE $C = 0.95$ FOR ROOFS, PAVEMENT

$C = 0.45$ FOR GRASS, LANDSCAPING

$C = \frac{(0.95)(16,800 - 3268) + (0.45)(3268)}{16,800} = 0.85$

$Q_r (100 - yr) = 0.15 \times 0.386 = 0.058$

100 YEAR DETENTION VOLUME REQUIRED = 0.113 AC-FT (SEE SHEET 2)
 $= 4922 \text{ CUBIC FEET}$

JOB NO. 13--35
 NAME PRIVATE BANK LINCOLN
 DATE 05-Aug-13
 BY MKS

REQUIRED 100 YEAR DETENTION VILLAGE OF LINCOLNWOOD MWRD METHOD BULLETIN 70

C Avg= 0.850
 Area= 0.386 ACRES
 Qr= 0.058 CFS

Time	I 100	Q 100	Qr	Q100-Qr	Storage
0.083	9.950	3.265	0.058	3.207	0.266
0.170	9.130	2.996	0.058	2.938	0.499
0.250	7.480	2.454	0.058	2.396	0.599
0.330	6.480	2.126	0.058	2.068	0.683
0.500	5.140	1.686	0.058	1.629	0.814
0.667	4.290	1.408	0.058	1.350	0.900
0.833	3.750	1.230	0.058	1.172	0.977
1.000	3.270	1.073	0.058	1.015	1.015
1.500	2.520	0.827	0.058	0.769	1.153
2.000	2.050	0.673	0.058	0.615	1.229
3.000	1.480	0.486	0.058	0.428	1.283
4.000	1.190	0.390	0.058	0.333	1.330
5.000	1.000	0.328	0.058	0.270	1.351
6.000	0.870	0.285	0.058	0.228	1.365
7.000	0.770	0.253	0.058	0.195	1.363
8.000	0.690	0.226	0.058	0.168	1.348
9.000	0.630	0.207	0.058	0.149	1.339
10.000	0.580	0.190	0.058	0.132	1.324
11.000	0.540	0.177	0.058	0.119	1.312
12.000	0.500	0.164	0.058	0.106	1.274
13.000	0.490	0.161	0.058	0.103	1.337
14.000	0.470	0.154	0.058	0.096	1.348
15.000	0.440	0.144	0.058	0.086	1.297
16.000	0.400	0.131	0.058	0.073	1.173
17.000	0.380	0.125	0.058	0.067	1.135
18.000	0.360	0.118	0.058	0.060	1.084
19.000	0.350	0.115	0.058	0.057	1.082
20.000	0.330	0.108	0.058	0.050	1.007
21.000	0.320	0.105	0.058	0.047	0.989
22.000	0.310	0.102	0.058	0.044	0.964
23.000	0.300	0.098	0.058	0.041	0.932
24.000	0.290	0.095	0.058	0.037	0.894

Maximum Stored = 1.365 CFS-HR

REQUIRED STORAGE = 0.113 ACRE FEET

CALCULATE RESTRICTOR SIZE FOR 100 YEAR STORM

ASSUME STORMWATER DETENTION WERE TO BE PROVIDED ON PARKING LOT 6" OVER CATCHBASIN RIMS. ASSUME 4' FROM HIGH WATER LEVEL TO ϕ OF ORIFICE. ACTUAL HEAD SUBJECT TO FINAL ENGINEERING DESIGN.

USE MURDO ORIFICE FORMULA $C_d = 0.73$ FOR PROJECTING ORIFICE

$$0.058 = C_d A \sqrt{2gh} = 0.73 A \sqrt{2 \times 32.2 \times 4.0}$$

$$A = 0.00495 \text{ FT}^2 = 0.712 \text{ IN}^2 = \pi r^2 \quad r = 0.48 \text{ IN}$$

RESTRICTOR WOULD BE 0.96" ϕ DIAMETER. THIS IS LESS THAN THE VILLAGE'S MINIMUM 3" RESTRICTOR DIAMETER. PAY FEE ϕ LIEU OF PROVIDING ON SITE DETENTION.



August 8, 2013

Northwestern Engineering Consultants, P.C.
c/o Dan Havlir
1110 Lake Cook Road
Buffalo Grove, IL 60089

RE: Environmental Considerations for Storm Water Management, Proposed New Bank Facility,
4007 W. Touhy Avenue, Lincolnwood, Illinois

Dear Mr. Havlir:

The Private Bank and Trust Company will be constructing a new bank branch on a 0.4-acre parcel of land located at 4007 W. Touhy Avenue in Lincolnwood, Illinois (the Site). The Site was used as gas station in the 1960s through 1980s and then as an auto repair shop through 2005. This letter has been prepared to summarize environmental conditions at the Site and to provide justification for payment of a fee in lieu of on-site storm water detention.

Environmental sampling was conducted to assess the presence of contamination associated with past site use as a gas station and an auto repair shop. Soil analysis detected petroleum constituents at concentrations in excess of soil remediation objectives cited in Title 35 Illinois Administrative Code Part 742. The most severely-affected soil was removed for off-site disposal, however, residual contamination remains in the subsurface.

The Site has been enrolled in the Illinois EPA's Site Remediation Program (SRP) to receive agency review, technical assistance and a No Further Remediation (NFR) letter. The NFR letter will require that the residual soil contamination will be mitigated through the use of deed restrictions which include the following:

- Engineered barriers (building floor slab and pavements) will be used to confine petroleum constituents in the subsurface and eliminate surface exposure pathways
- Groundwater use restrictions will be used to eliminate the potential for ingestion of contaminated groundwater

The NFR letter signifies a release from further responsibilities under the Illinois Environmental Protection Act.

Considering that residual soil contamination is present in the subsurface, to minimize excavation during Site development and the potential for petroleum constituents to leach from soil, Apex recommends that a fee payment is made to the Village of Lincolnwood in lieu of providing on-site storm water detention and potential infiltration through sub surface soil.

If you have any questions regarding environmental conditions at the Site or our recommendations, please call either of the undersigned at (847) 956-8589.

Respectfully Submitted
APEX COMPANIES, LLC



Stephen G. Torres, P.G.
Program Manager



Jeff A. Lower, P.E.
Senior Program Manager

cc: Mr. Kelly Stradinger, The Private Bank and Trust Company
Mr. Bill Qualkinbush, Urban Associates, LL

TOTAL PAYMENT DUE

\$11,274.63

By 08/01/13 (on time)

2012 Second Installment Property Tax Bill

Property Index Number (PIN) 10-34-205-020-0000 Volume 129 Code 24015 Tax Year (Payable In) 2012 (2013) Township NILES Classification 5-22

IF PAYING LATE PLEASE PAY 08/02/13-09/01/13 \$11,443.75 09/02/13-10/01/13 \$11,612.87 10/02/13-11/01/13 \$11,781.99 LATE PENALTY IS 1.5% PER MONTH, BY STATE LAW

TAXING DISTRICT BREAKDOWN

Taxing District	2012 Tax	2012 Rate	2012 %	Pension	2011 Tax
MISCELLANEOUS TAXES					
North Shore Mosquito Abatement	26.03	0.010	0.11%		27.56
Metro Water Reclamation District	963.15	0.370	4.08%	54.66	881.99
Lincolnwood Public Library	957.95	0.368	4.06%	33.84	909.55
Miscellaneous Taxes Total	1,947.13	0.748	8.25%		1,819.10
SCHOOL TAXES					
Oakton Community College Dist 535	570.08	0.219	2.42%		540.22
Community High School District 219	8,475.76	3.256	35.91%	109.33	8,004.03
School District 74	8,762.10	3.366	37.12%	127.55	8,362.34
School Taxes Total	17,807.94	6.841	75.45%		16,906.59
MUNICIPALITY/TOWNSHIP TAXES					
Village of Lincolnwood	2,178.81	0.837	9.23%	585.70	2,075.43
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	15.62	0.006	0.07%		13.78
Town Niles	109.33	0.042	0.46%		101.98
Municipality/Township Taxes Total	2,303.76	0.885	9.76%		2,191.19
COOK COUNTY TAXES					
Cook County Forest Preserve District	164.00	0.063	0.69%	5.20	159.86
Consolidated Elections	0.00	0.000	0.00%		68.91
County of Cook	747.10	0.287	3.16%	281.13	614.63
Cook County Public Safety	471.16	0.181	2.00%		443.75
Cook County Health Facilities	164.00	0.063	0.69%		214.98
Cook County Taxes Total	1,546.26	0.594	6.54%		1,502.13
(Do not pay these totals)	23,605.09	9.068	100.00%		22,419.01

NEXT PROPERTY MANAGEMENT, INC.
 VENDOR COOCO ENTITY NTOUHY
 GL 2050-0000 DISCRPTION 12 Pay 13 RET AMOUNT 11,274.63
 DATE _____ APPROVAL [Signature] DUE DATE _____
 REIMBURSEMENT

TAX CALCULATOR

2011 Assessed Value	92,783	2012 Total Tax Before Exemptions	23,605.09
2012 Assessed Value	92,783	Homeowner's Exemption	00
2012 State Equalization Factor X	2.8056	Senior Citizen Exemption	00
2012 Equalized Assessed Value (EAV)	260,312	Senior Assessment Freeze Exemption	00
2012 Local Tax Rate X	9.068%	2012 Total Tax After Exemptions	23,605.09
2012 Total Tax Before Exemptions	23,605.09	First Installment	12,330.46
		Second Installment +	11,274.63
		Total 2012 Tax (Payable In 2013)	23,605.09

IMPORTANT MESSAGES

- Thank you for your **TOTAL** installment payment of \$12,330.46 on 02-26-13

PROPERTY LOCATION
 4007 TOUHY AVE
 LINCOLNWOOD IL 60712 2028

MAILING ADDRESS
 NEXT TOUHY LLC
 400 SKOKIE BLVD #800
 NORTHBROOK IL 60062-7908



Traffic Impact Study The PrivateBank Lincolnwood, Illinois



Prepared by:



Kenig, Lindgren, O'Hara, Aboona, Inc.

August 8, 2013

Introduction

This report summarizes the methodologies, results and findings of a site traffic analysis conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for The PrivateBank, a drive-through bank proposed to occupy the southwest quadrant of the intersection of Touhy Avenue and Crawford Avenue in Lincolnwood, Illinois.

The approximate 0.4 acre site is proposed to contain an approximate 2,500 square-foot bank with a two-lane attached drive-through facility. As proposed, the site will provide 10 parking spaces.

Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site area.

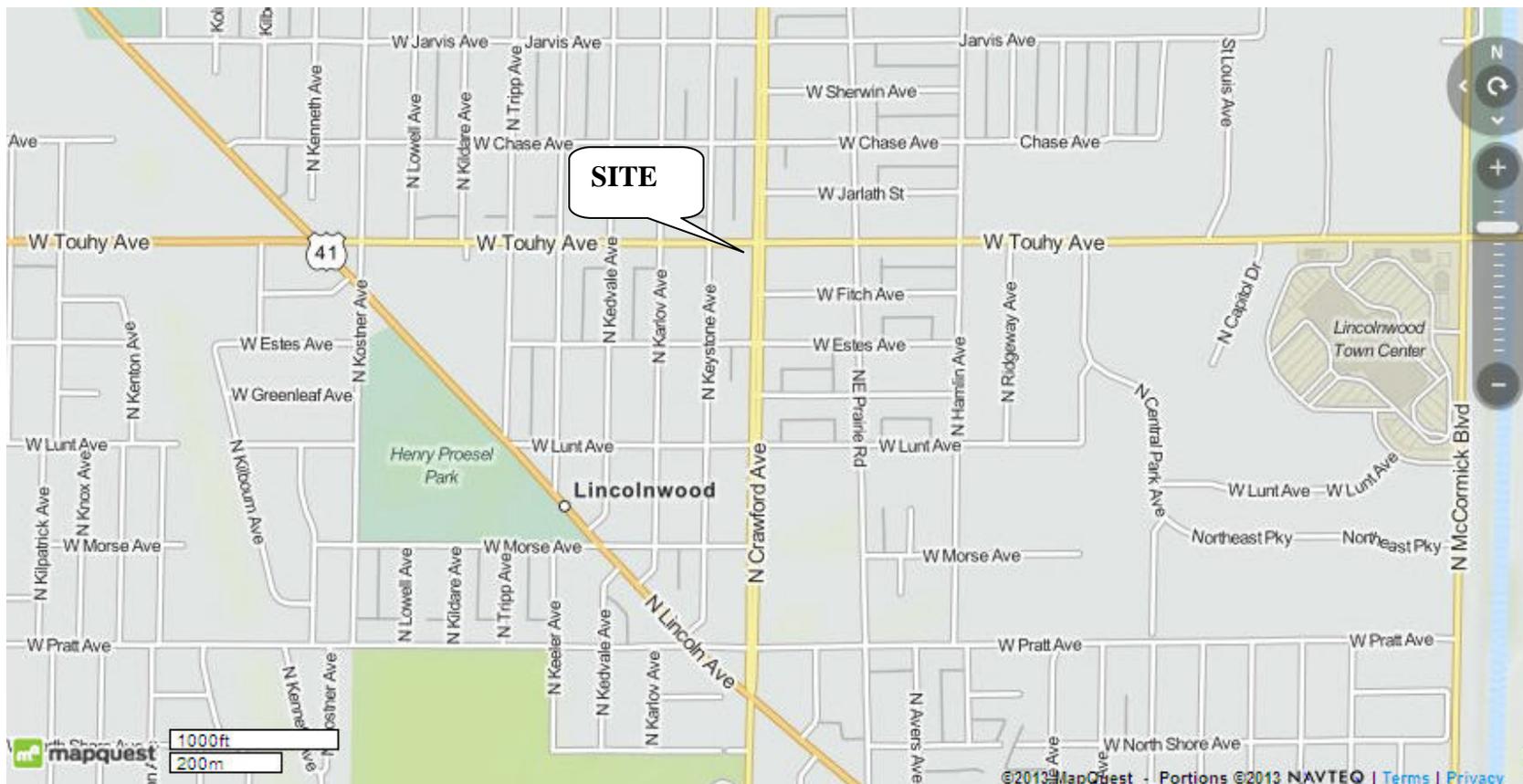
The purpose of this study was to examine existing traffic conditions, assess the impact that the proposed development would have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate development-generated traffic.

Existing Conditions

Existing roadway and traffic conditions near the site were documented based on field visits and traffic counts. The following provides a detailed description of the physical characteristics of the roadways including geometry and traffic control, adjacent land uses and peak hour traffic flows along area roadways.

Site Location

As previously mentioned, the proposed bank will occupy the southwest quadrant of the intersection of Touhy Avenue and Crawford Avenue. Land uses in the area include a gas stations in the northwest and southeast quadrants, a commercial building in the northeast quadrant, Jiffy Lube to the west and residential homes to the south.



Site Location

Figure 1



Aerial View of Site

Figure 2

*The PrivateBank
Lincolnwood, Illinois*

Existing Roadway System Characteristics

The characteristics of the existing roadways near the site are described below.

Touhy Avenue is a four-lane east-west roadway with a raised landscape median east of Crawford Avenue and west of Keystone Avenue. Touhy Avenue has a posted speed limit of 35 miles per hour (mph) within the vicinity of the site and prohibits on street parking on both sides of the road. At its signalized intersection with Crawford Avenue, Touhy Avenue provides an exclusive left-turn lane, an exclusive through lane and a shared through/right-turn lane on both approaches. Touhy Avenue is under the jurisdiction of Illinois Department of Transportation (IDOT) and carries a daily traffic volume (ADT) of 26,000 vehicles west of Crawford Avenue and 30,600 vehicles east of Crawford Avenue.

Crawford Avenue is a north-south four-lane roadway divided by a landscaped median. At its signalized intersection with Touhy Avenue, exclusive left-turn lanes are provided. Crawford Avenue is under the jurisdiction of Cook County Highway Department and carries an ADT of 13,000 vehicles.

Existing Traffic Volumes

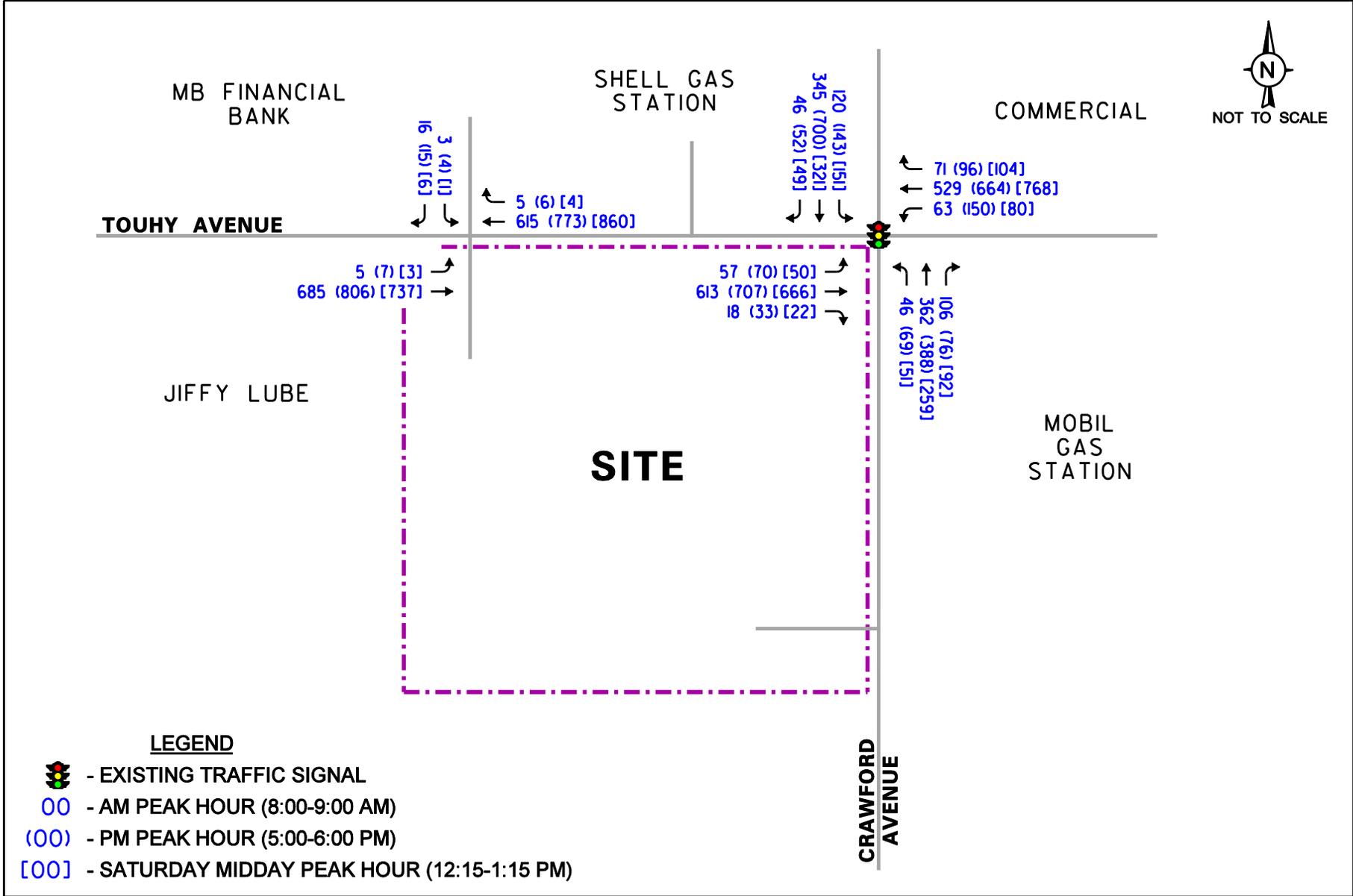
Manual traffic counts were conducted on Thursday, July 18, 2013 during the weekday morning (7:00 to 9:00 A.M.) and weekday evening (4:00 to 6:00 P.M.) and on Saturday, July 20, 2013 between 12:00 Noon and 2:00 P.M. at the following two intersections.

1. Touhy Avenue and Crawford Avenue
2. Touhy Avenue and the Shell Gas Station westerly driveway

The time periods on the weekday represent the peak traffic periods of the adjacent roadway network. The Saturday time period was chosen based on the proposed hours of operation for the bank on a Saturday. The traffic count data indicates that the weekday morning peak hour occurs between 8:00 and 9:00 A.M., the weekday evening peak hour occurs between 5:00 and 6:00 P.M. and the Saturday midday peak hour occurs between 12:15 A.M. and 1:15 P.M. The existing peak hour vehicle traffic volumes for the three identified peak hours are shown in **Figure 3**.

Traffic Characteristics of The PrivateBank

To evaluate the impact of the subject development on the area roadway system, it was necessary to quantify the number of vehicle trips the site will generate during the weekday morning, weekday evening, and Saturday midday peak hours and then determine the directions from which this traffic will approach and depart the site.



PROJECT:
The PrivateBank
Lincolnwood, Illinois

TITLE:
Existing Traffic Volumes

KLOA
Job No: 13.117
Figure: 3

Proposed Site and Development Plan

As mentioned, the site currently contains a vacant one-story structure. Access to the site is currently provided off Touhy Avenue and Crawford Avenue. The site is approximately 0.4 acre in size and will contain a 2,500 square-foot drive-through bank and will provide a total of 10 parking spaces. The bank will provide two drive-through lanes located on the south side of the building. The outside lane will be a dedicated ATM only lane.

Site Access

The bank site will utilize the existing access drives serving the property.

Access Drive on Touhy Avenue

The full access drive intersects Touhy Avenue near the west property line approximately 90 feet west of the stop bar at the Crawford Avenue intersection. This access drive will continue to allow full movements with one inbound one and one outbound lane. Outbound movements will be under stop sign control.

Access Drive on Crawford Avenue

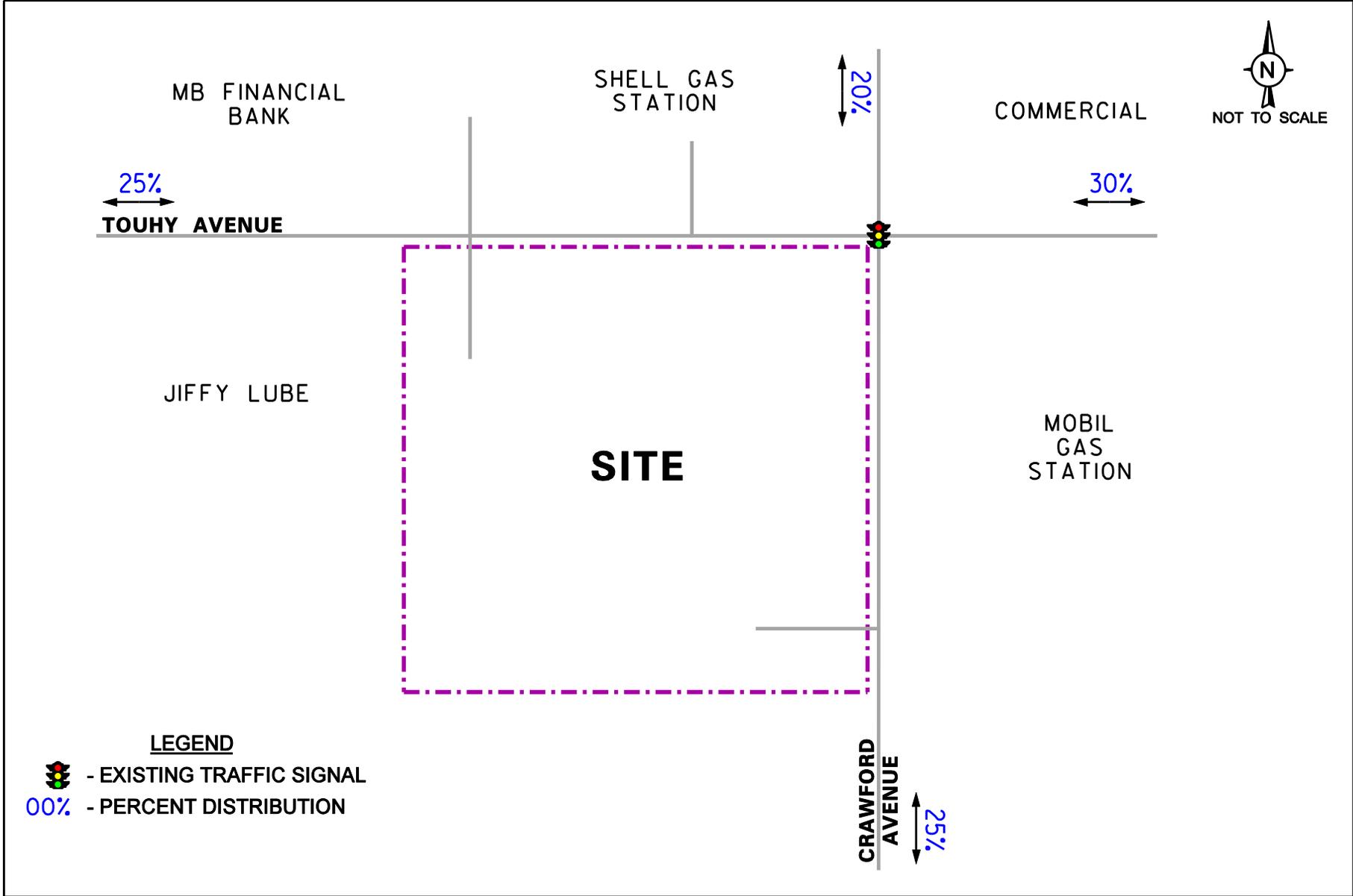
This existing access drive located near the south property line is restricted to right turns only via the landscaped median on Crawford Avenue. The access drive provides one inbound lane and one outbound lane with outbound movements under stop sign control.

Directional Distribution of Site Traffic

The directional distribution was estimated based on the traffic patterns reflected in the existing traffic volumes. The anticipated directional distribution of site traffic is illustrated in **Figure 4**.

Site Traffic Generation

The estimates of traffic to be generated by the proposed development are based upon the proposed land use type and size. The volume of traffic generated was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. The total trips anticipated for the proposed bank are shown in **Table 1**. It is important to note that the trip generation shown in Table 1 is for both drive-through operations including the ATM lane and vehicles parking to access the building.



PROJECT:

The PrivateBank
Lincolnwood, Illinois

TITLE:

Estimated Directional Distribution



Figure: 4

Table 1
ESTIMATED SITE TRAFFIC VOLUMES

ITE Land-Use Code	Type	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Saturday Midday Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
912	Drive- Through Bank	17	30	30	30	30	60	33	33	66

It should be noted that not all trips generated by drive-through banks are new with some diverted from the existing traffic on the roadway system. As such, pass-by reduction is typically applied to banks with drive-through facilities. However, in order to provide for a conservative study, pass-by reduction was not applied to the proposed site-generated traffic volumes.

Site Traffic Assignment

The peak hour traffic volumes projected for the proposed bank were assigned to the area roadways based on the directional distribution analysis shown in Table 1 and the proposed access driveways. **Figure 5** shows the assignment of the site-generated peak hour traffic volumes.

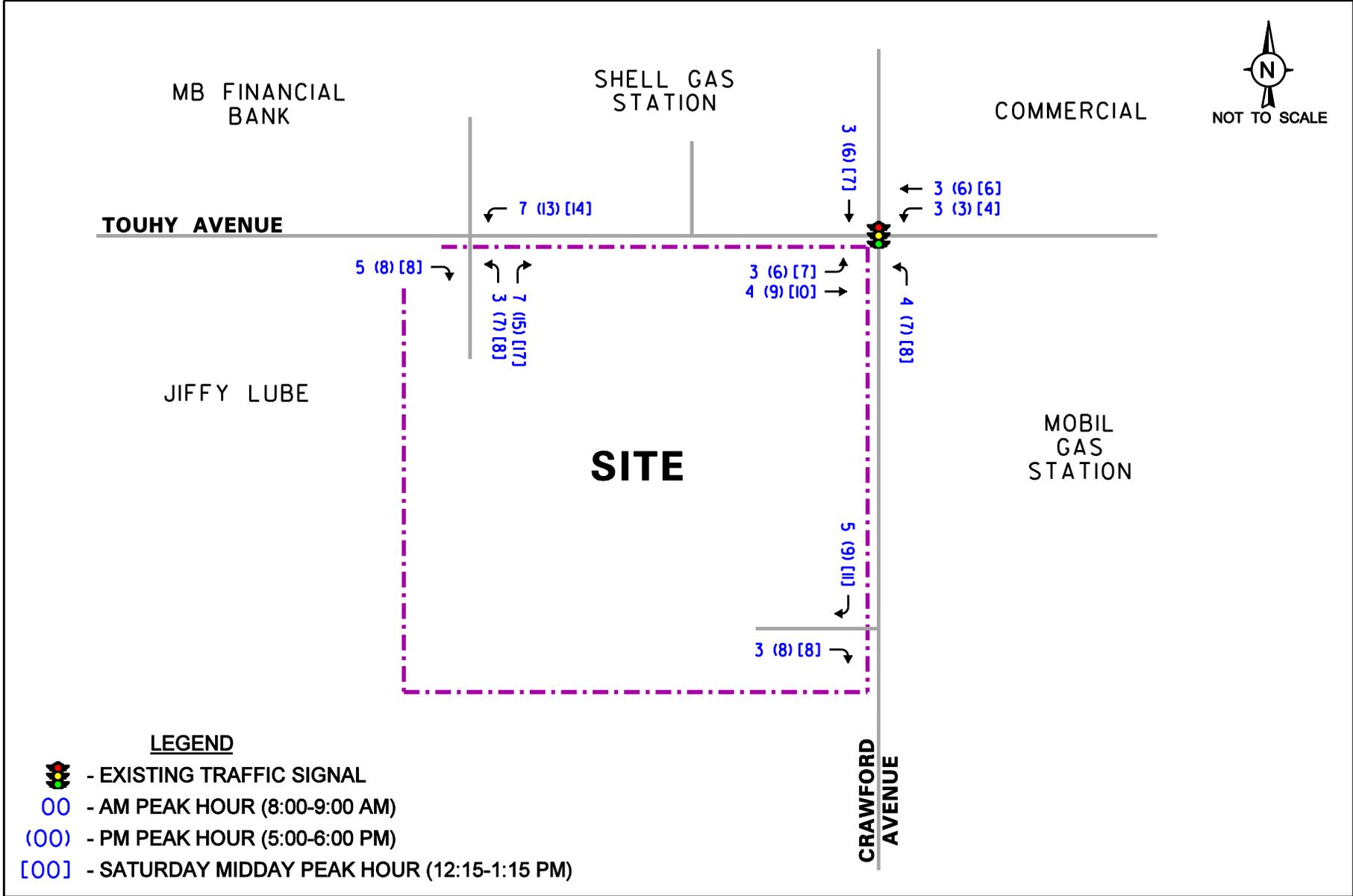
Total Projected Traffic Conditions

The peak hour traffic volumes generated by the proposed bank (Figure 5) were combined with the background traffic volumes to determine the projected total peak hour traffic volumes. **Figure 6** shows the total traffic volumes for the future conditions. Included in the projected traffic volumes is the growth in background traffic assumed at 0.5 percent and applied over a five-year period to reflect construction plus five design conditions as required by IDOT.

Traffic Analysis

Traffic analyses were performed for the critical intersections to determine the operation of the existing roadway system, evaluate the impact of the bank and determine the ability of the existing roadway system to accommodate projected traffic demands. Analyses were performed for the weekday morning, weekday evening, and Saturday midday peak hours for both the existing traffic volumes and future projected traffic volumes.

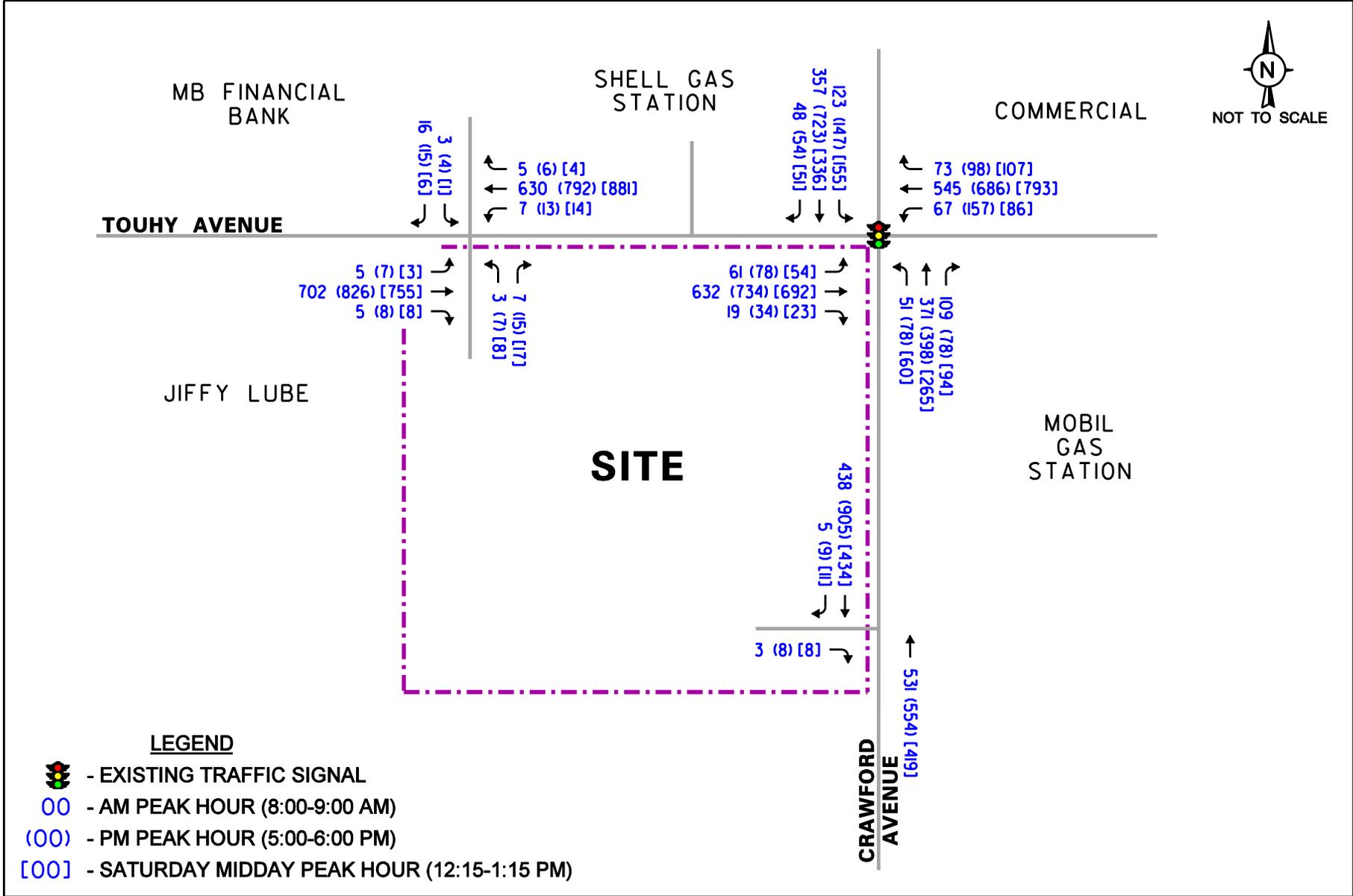
The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010.



PROJECT:
The PrivateBank
Lincolnwood, Illinois

TITLE:
Estimated Site-Generated Traffic Volumes

KLOA
Job No: 13.117
Figure: 5



PROJECT:
The PrivateBank
Lincolnwood, Illinois

TITLE:
Projected Traffic Volumes

KLOA
Job No: 13.117
Figure: 6

The analyses for the traffic-signal controlled intersection of Touhy Avenue with Crawford Avenue was accomplished using field observed cycle lengths and existing roadway characteristics to determine the average overall vehicle delay, volume-to-capacity ratios, and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free-flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches, lane characteristics, and the percentage of heavy vehicles.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. Control delay is that portion of the total delay attributed to the traffic signal or stop sign control operation, and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Level of Service A is the highest grade (best traffic flow and least delay), Level of Service E represents saturated or at capacity conditions and Level of Service F is the lowest grade (oversaturated conditions, extensive delays).

The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for both signalized and unsignalized intersections are shown in **Table 2**.

A summary of the capacity analysis results for the existing conditions and the future conditions are displayed in **Table 3** and **Table 4**, respectively.

Table 2
LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor and the cycle length is long. Most cycles fail to clear the queue.	>80.0

Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	

Source: *Highway Capacity Manual*, 2010.

Table 3
CAPACITY ANALYSIS RESULTS—EXISTING CONDITIONS

Intersection	Weekday A.M. Peak Hour	Weekday P.M. Peak Hour	Saturday Midday Peak Hour
Touhy Avenue and Crawford Avenue (signal)	C - 29.5	D - 37.2	C - 32.4
Touhy Avenue and Gas Station Westerly Access (stop sign)	B - 11.9	B - 14.4	B - 13.5

Delay is measured in seconds.
LOS/delay for stop sign intersection represents the minor approach.
LOS/delay for signalized intersection represents the intersection as a whole.

Table 4
CAPACITY ANALYSIS RESULTS—FUTURE CONDITIONS

Intersection	Weekday A.M. Peak Hour	Weekday P.M. Peak Hour	Saturday Midday Peak Hour
Touhy Avenue and Crawford Avenue (signal)	C - 29.7	D - 37.7	C - 32.8
Touhy Avenue and Proposed Access/Gas Station Access (stop sign)			
• Northbound Approach	C - 15.6	C - 20.7	C - 15.3
• Southbound Approach	B - 12.8	C - 16.8	C - 19.8
Crawford Avenue and Proposed Access (stop sign)	A - 9.5	B - 11.2	A - 9.5

Delay is measured in seconds.
LOS/delay for stop sign intersection represents the minor approach.
LOS/delay for signalized intersection represents the intersection as a whole.

Traffic Evaluation

The following is a summation of each of the analyzed critical intersections.

Touhy Avenue at Crawford Avenue

This intersection will continue to operate at the existing levels of service for the future conditions with average delays increasing by less than one half of a second. Therefore, no geometric or traffic control improvements are needed at this intersection as a direct result of the traffic that will be generated by the bank. It should be noted that the queue analysis and field observation show that the eastbound queues on Touhy Avenue extend beyond the proposed access drive location during both the weekday evening and Saturday midday peak hours. However, these queues clear by the next green phase and will therefore not impede traffic operations at the access.

Access Drive at Touhy Avenue

The results of the capacity analyses indicate that the inbound left-turn movements from Touhy Avenue will operate at the good Level of Service A during the peak hours while the left-turn outbound movement from the access drive onto Touhy Avenue will also operate at the acceptable Level of Service C. It is recognized, however, that due to the proximity of the access drive to the signalized intersection of Touhy Avenue and Crawford Avenue and the frequent queues that block the access drive, gaps for left turns in and out of the bank site will not always be readily available and that cars might have to wait longer than indicated by the results of the capacity analyses. However, with the queues clearing every cycle, vehicles will be able to enter and exit the site efficiently without significant delays.

Access Drive at Crawford Avenue

This access drive will provide one inbound and one outbound lane and will be restricted to right turns only. The outbound movements should be under stop sign control. No geometric improvements on Crawford Avenue are needed at this access drive. This intersection will operate at a good level of service. It should be noted that the access drive will serve traffic approaching from the north on Crawford Avenue as well as traffic approaching from the east on Touhy Avenue that does not desire to turn left at the Touhy Avenue access drive. As such, this access drive adds flexibility to the access system and reduces the traffic load at the Touhy Avenue access drive.

Vehicle Stacking for the Bank Drive-Through System

As proposed, the site plan has been designed to provide maximum ingress/egress flexibility for the site with minimal internal pedestrian/vehicle conflicts. Drive-through traffic can enter from Touhy Avenue and Crawford Avenue and circulate counterclockwise around the bank with vehicles being able to exit the site from either access drive. A review of the current site plan shows that three vehicles can be stored in the drive-up lane and four vehicles can be stored in the ATM lane therefore allowing a total of seven vehicles to be stored within the drive-through system with additional stacking areas available before internal circulation is impacted. The proposed stacking area will be more than adequate to accommodate the peak demand. This is primarily due to significant changes to the banking industry with on-line banking, direct deposit and more branch bank locations, a reduction in vehicular trips to this type of land use is occurring. The need for a large stacking area for vehicle queues and large parking lots is significantly reduced. This is especially true at smaller branch banks such as this proposed The PrivateBank. KLOA, Inc. has conducted a number of surveys of neighborhood banks. The data indicated that queues at the drive-through lanes average one to two vehicles per lane.

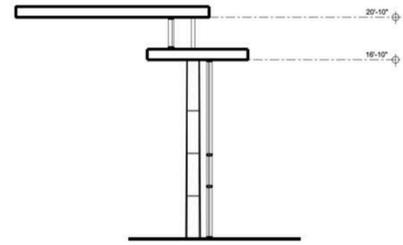
Parking

The proposed bank will provide a total of ten off-street parking spaces located on the east and north sides of the building. Based on a review of the ITE *Parking Generation Manual*, 4th Edition, a 2,500 square-foot drive-in bank will have a peak parking demand of ten spaces on a weekday and nine spaces on a Saturday. As such, the proposed number of parking spaces will be adequate to accommodate the projected peak parking demand and provide a surplus of eight stalls.

Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made.

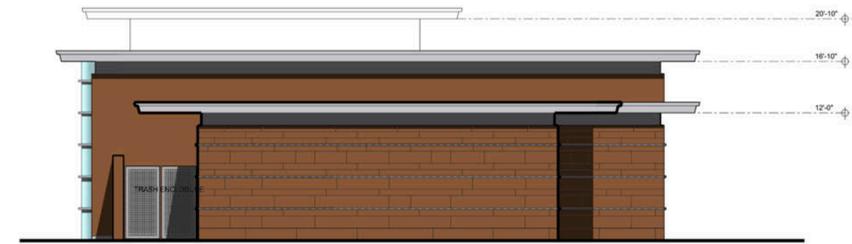
- The bank-generated traffic can be accommodated efficiently without significant impact to the external roadway system.
- The two access drives will adequately serve the development traffic.
- The on-site circulation coupled with the proposed access drives will allow traffic maximum ingress/egress efficiency while at the same time reduce the impact on the external roadways.
- The drive-through facility provides adequate stacking to accommodate queued traffic internally.
- The proposed number of parking spaces will be adequate in accommodating the projected peak parking demand.



SECTION



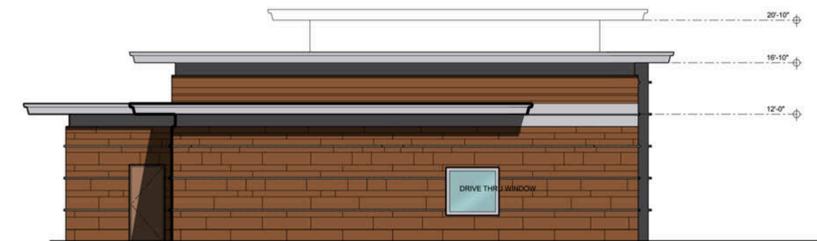
EAST ELEVATION



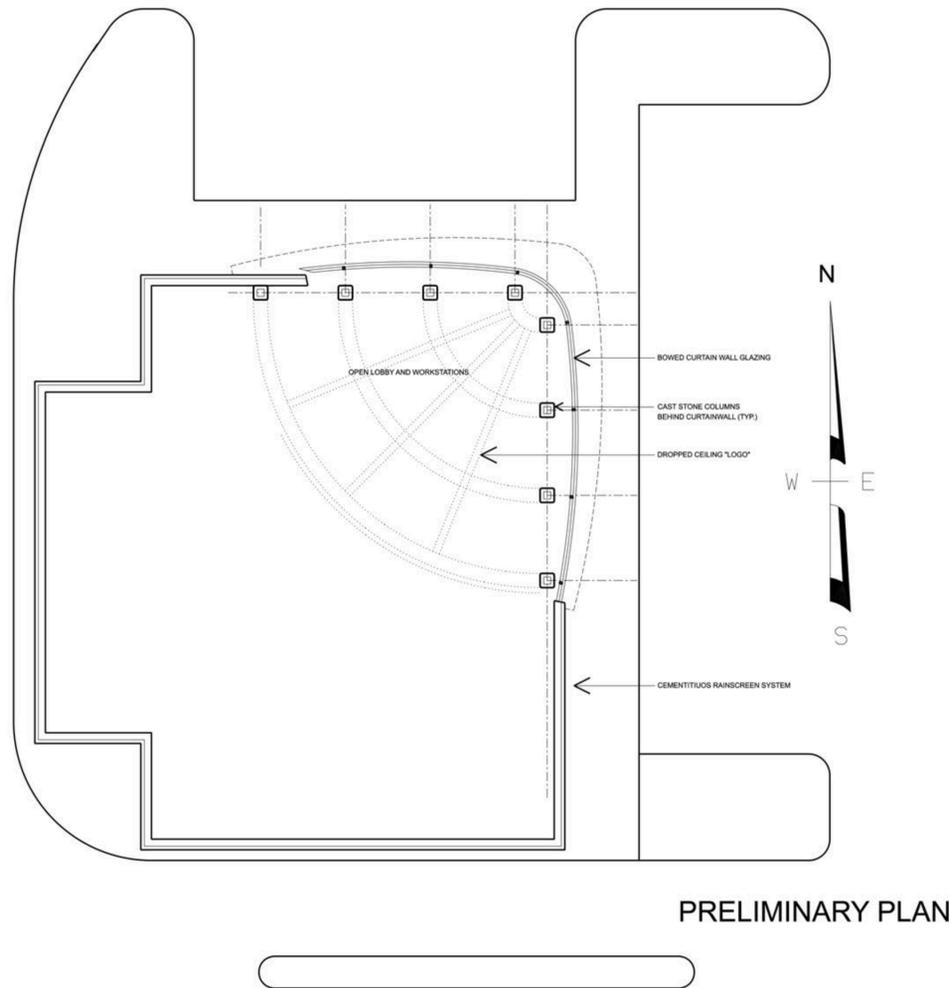
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



PRELIMINARY PLAN

DEVELOPER INFO:
Urban Associates, LLC
NEW CHANNELS REALTY
2421 SIMPSON STREET
EVANSTON, IL

The PrivateBank
129 S. LaSalle Street
Chicago, Illinois



Camburas & Theodore, Ltd.
Architecture | Planning | Interiors | Engineering
2454 E. Dempster St., Des Plaines, IL
Tel: (847) 296-1535 Fax: (847) 296-0228
www.camburasandtheodore.com



ISSUE TYPE:

TYPE:	DATE:
REVIEW	8-4-13

REVISIONS:

NUMBER:	DATE:
1	--

PROFESSIONAL STAMP:

DATE: 7-11-13
DRAWN BY: JB
C+T JOB NUMBER: ---

TITLE SHEET: PLANS + ELEVATIONS

4007 Touhy Ave., Lincolnwood Illinois

SHEET NUMBER:

A-10

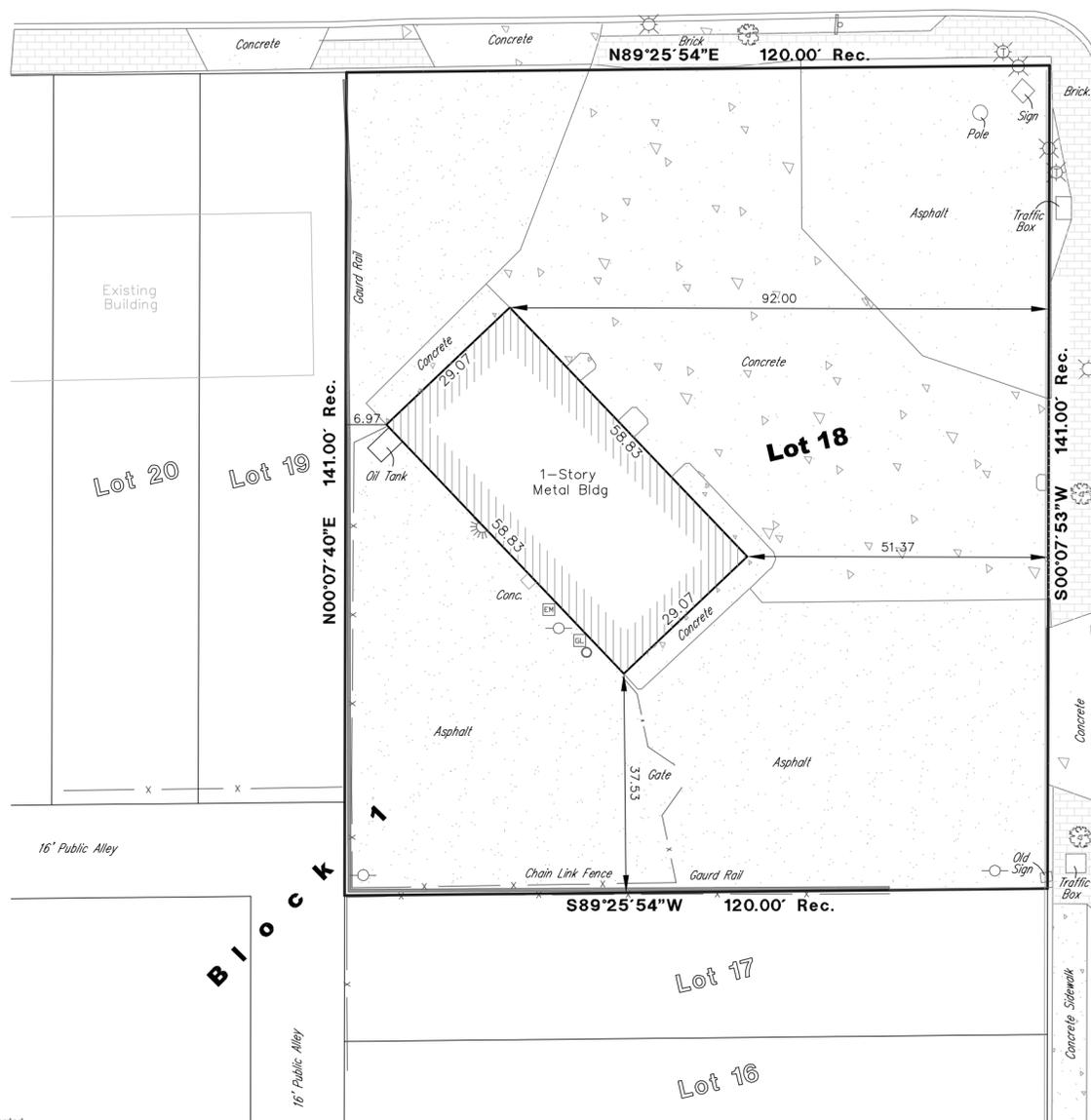


ALTA/ACSM Land Title Survey

LOT 18 IN BLOCK 1 IN WITTBOLD'S SECOND ADDITION TO KENILWORTH HIGHLANDS, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

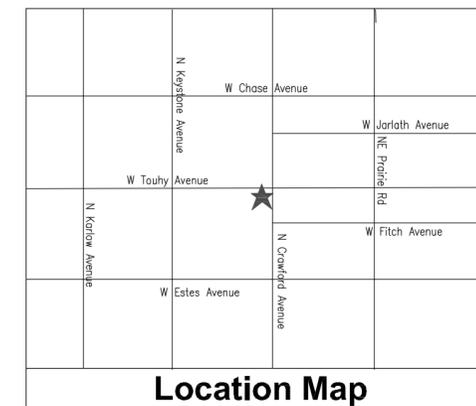
Touhy Avenue

80' Right of Way



Crawford Avenue

80' Right of Way



- TRAFFIC LIGHT
- TREE
- LIGHT POLE
- BOLLARD
- MISC LIGHT
- TRAFFIC BOX
- SIGN
- ELEC. METER
- GAS LINE
- UTILITY POLE

Surveyor Notes:

1. Field Work Completed on 01-23-12
2. Prepared for Survey Services, Inc
3. Site Address: 4007 W Touhy Ave. Lincolnwood, IL 60712
4. Pin No.: 10-34-205-020
5. The easements shown hereon are provided from the use of the recorded subdivision plat.
6. This plat was prepared with the use of Title Commitment, AFFF-1208585 Dated February 14, 2012.
7. Compare deed description and site condition with the data given on the plat and report any discrepancies to the surveyor at once.
8. The utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.
9. The location of underground utilities was determined by field observations and visible markings only. Call J.U.L.I.E. before digging.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO: Next Touhy, LLC
TO: Affinity Title Services, LLC., and/or their assigns or successors in interest

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2011, AND INCLUDES NO ITEMS FROM TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITION AND LOCATION OF THE SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

GIVEN UNDER MY HAND AND SEAL THIS 24th DAY OF February, A.D. 2012.
AT PALATINE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3323



ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION ON February 23, 2011 ADOPTED BY THE BOARD OF DIRECTORS, AMERICAN CONGRESS ON SURVEYING AND MAPPING ON February 23, 2011 ADOPTED BY THE BOARD OF DIRECTORS, NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS ON February 23, 2011 THIS SURVEY WAS PREPARED FOR TITLE PURPOSES ONLY.

Drawn:	JJP	Date:	1-26-12
Revision		Date	Drawn
Reviewed title & added certifications		2-24-12	JK

Land Surveying Services, Inc.
574 W. Colfax Street Palatine, Illinois 60067
Ph. (847)991-7700 Fax. (847)991-7707
Professional Design Firm License No. 184-003632

Field Work Completed: 01/23/12 Scale: 1" = 20' Date: 01/25/12

Site Address:
**4007 W Touhy Ave
Lincolnwood, Illinois**

Job Number
LS120019

Sheet Number
ALTA/ACSM

Sheet Name
**ALTA/ACSM
Land Title Survey**



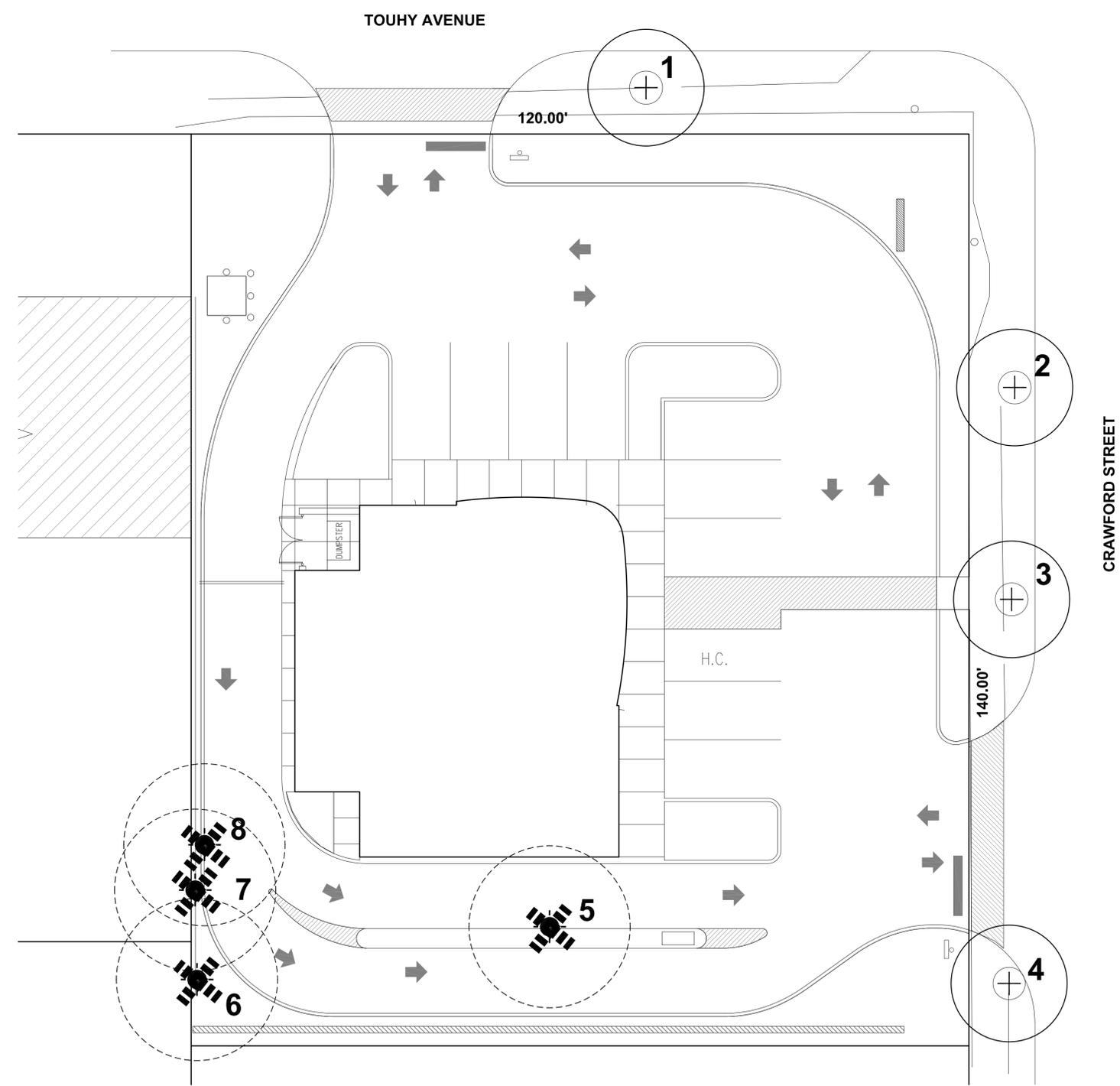
ISSUE TYPE:
 TYPE: SUBMISSION DATE: 8/12/13

REVISIONS:
 NUMBER: DATE:

PROFESSIONAL STAMP:

DATE: 8-12-13
 DRAWN BY: DM
 C+T JOB NUMBER: ---

TITLE SHEET:
TREE INVENTORY
 SHEET NUMBER:
L-2



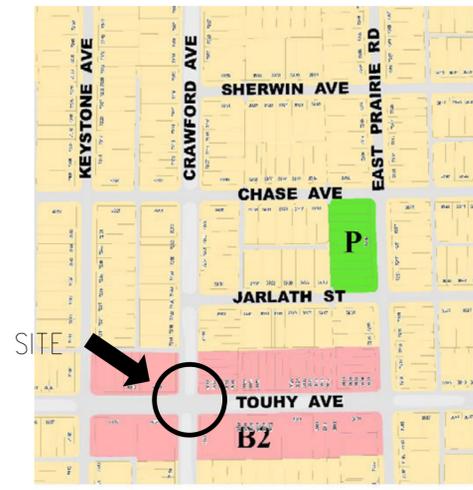
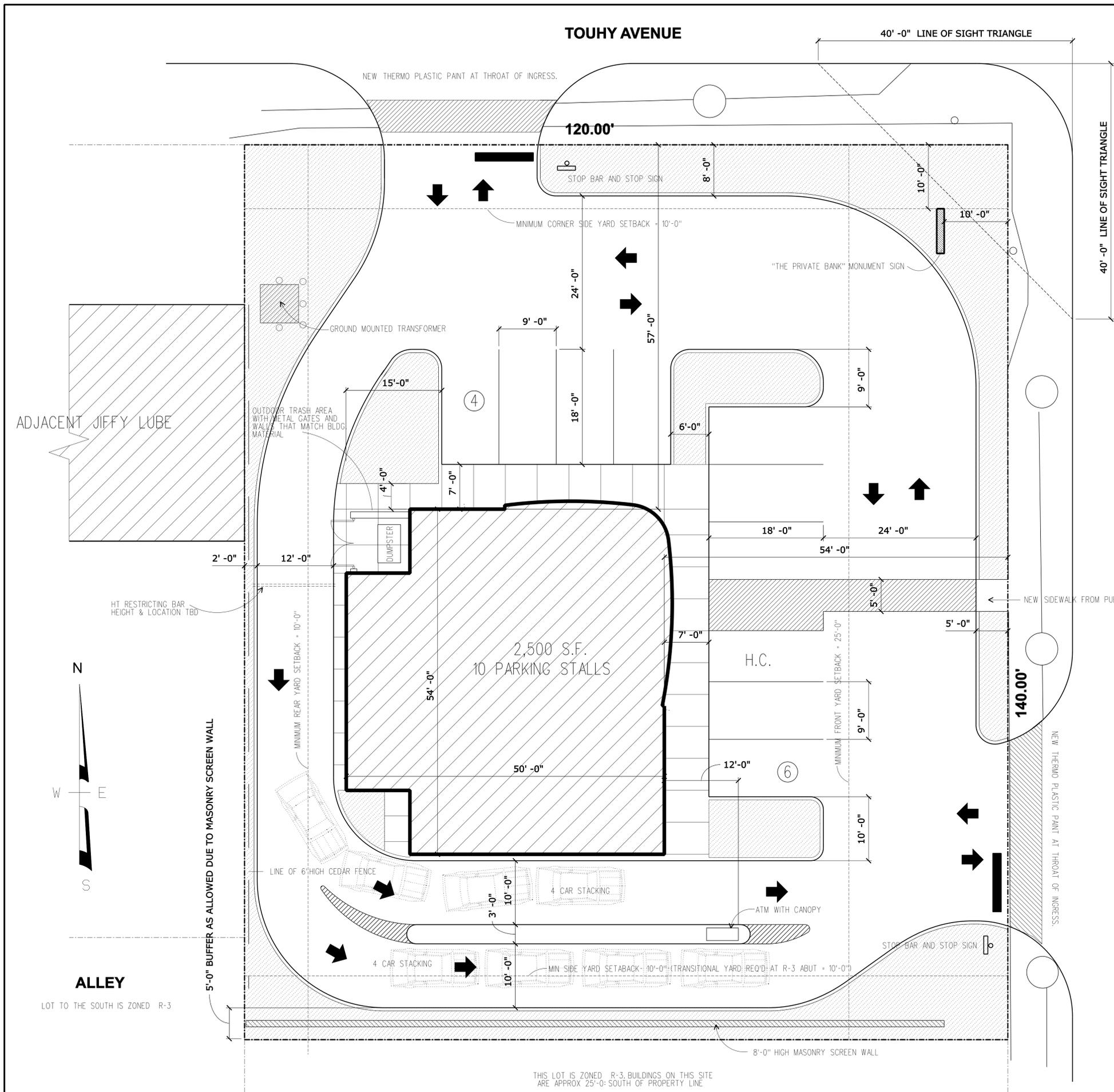
Tree Inventory

Tag	Size	Botanical Name	Common Name	Form Condition	Action
1	2"	Toxodum distichum	Baldcypress	2/2	To remain
2	2"	Toxodum distichum	Baldcypress	2/2	To remain
3	2"	Celtis occidentalis	Hackberry	2/2	To remain
4	2"	Pyrus calleryana	Ornamental Pear	2/2	To remain
5	5 1/2"	Ulmus pumila	Siberian Elm	4/3	Remove
6	7"	Ulmus pumila	Siberian Elm	4/3	Remove
7	10 7/8"	Ulmus americana	American Elm	4/3	Remove
8	28"	Ulmus pumila	Siberian Elm	4/3	Remove

Condition Rating Scale

Rating	Description	General Criteria
1	Excellent	The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal causes, has no other observed problems, and required no remedial action.
2	Good to Fair	The tree is typical of the species and/or has less than 20% deadwood in the crown, only one or two minor problems that are easily corrected with normal care.
3	Fair	The tree is typical of the species and/or has less than 30% deadwood in the crown, one or two minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to insure continued health.
4	Fair to Poor	The tree is not typical of the species and/or has significant problems such as 30-50% deadwood in the crown, serious decay or structural defect, insects, disease or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.
5	Poor	The tree is not typical of the species and/or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems that even if aggressively corrected would not result in the long term survival of the tree.
6	Dead	Less than 10% of the tree shows signs of life.

Scale 1" = 10' North



Fences not more than six feet in height are allowed in rear yards. Solid masonry fences not more than eight feet in height may be allowed where a lot located in a business district abuts the lot line of a lot located in a residential district lot or another lot located in a business district. However, such fences are subject to the prior review by the Zoning Board of Appeals and the prior approval by the Village Board.

Transitional yard. Wherever a business or office district abuts a residentially zoned lot, a transitional yard shall be maintained. Transitional yards shall meet the following requirements:

- All structures adjacent to residential districts on the B-1, B-2, or B-3 zoned lot must be set back a distance that is equal to or greater than the side or rear yard setback requirement for the adjacent R-zoned lot, but not less than 10 feet.
- A landscape buffer must also be provided. This buffer shall extend the length of the lot line or segment of the lot line that abuts the residential district, and shall be at least eight feet wide or where screening consists of a masonry wall, a minimum width of five feet.
- Drive-up or through facilities shall obtain a special use permit.
- No more than one drive-through lane shall be permitted by special use permit in the B-1 District.
- The minimum stacking space required is four vehicles at each bay window, ordering station or machine.
- All drive-through facilities shall be located on the side or rear of the structure that is either facing the site's parking area or internal drive aisle.
- All structures adjacent to residential districts on the B-1, B-2, or B-3 zoned lot must be set back a distance that is equal to or greater than the side or rear yard setback requirement for the adjacent R-zoned lot, but not less than 10 feet.
- Minimum front yard setback = 25'-0"
- Minimum corner side yard setback = 10'-0"
- Minimum rear yard setback = 10'-0"
- Every off-street parking lot or parking area containing five or more parking spaces shall be set back, buffered and screened from public view and adjacent property by a perimeter landscaped area having a minimum width of eight feet, or where screening shall consist of a masonry wall, a minimum width of five feet.

Masonry walls used for perimeter screening shall have a minimum height of 30 inches and a maximum height of 36 inches. Such walls shall have a finished surface which is the same or closely similar to the masonry of the principal building. A planting island equal in area to a parking space shall be located at each end of a parking row and after each 20 parking spaces within a parking row. One tree shall be required for each planting island required. A minimum setback and landscape area of six feet in width shall be located immediately along the front and sides of all buildings. No loading area required for under 10,000 sf

CRAWFORD STREET

SITE PLAN SUMMARY:	
TOTAL LOT AREA:	16,800 SQ. FT.
PROPOSED TOTAL BUILDING AREA:	2,500 SQ. FT.
PROPOSED FLOOR AREA RATIO (FAR):	.15
TOTAL PARKING STALLS:	10 (4 PER 1,000 SF GFA FOR FINANCIAL SERVICES)
4 STACKING SPACES PER LANE OF DRIVE THRU	
LOT IS ZONED "B2" - GENERAL BUSINESS	
NO LOADING AREA REQUIRED FOR UNDER 10,000 SF OF BUILDING	
LOT TO THE SOUTH IS ZONED "R3" - RESIDENTIAL	
LOT TO THE WEST IS ZONED "B2" - GENERAL BUSINESS	

DEVELOPER INFO:
 Urban Associates, LLC
 NEW CHANNELS REALTY
 2421 SIMPSON STREET
 EVANSTON, IL

The PrivateBank
 129 S. LaSalle Street
 Chicago, Illinois

CT
 Camburas & Theodore, Ltd.
 Architecture | Planning | Interiors | Engineering
 2454 E. Dempster St., Des Plaines, IL
 Tel: (847) 298-1515 Fax: (847) 298-0228
 www.camburasandtheodore.com



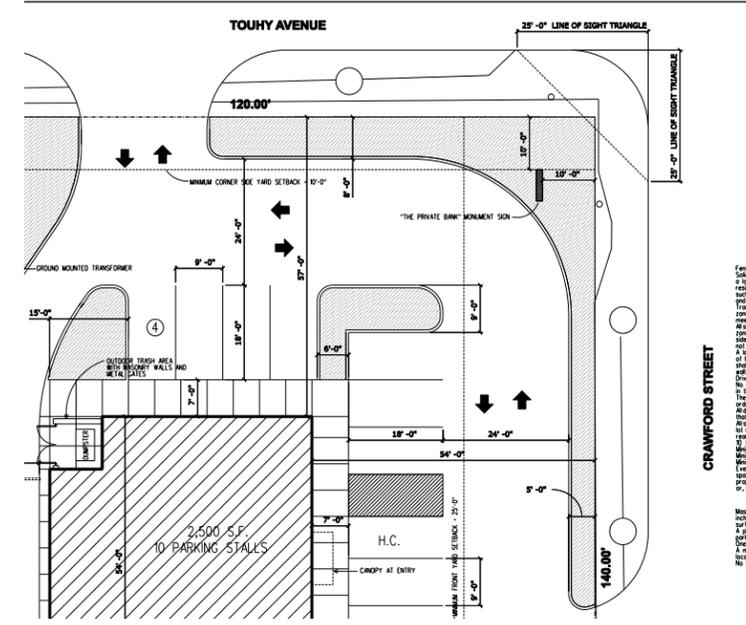
ISSUE TYPE:
 TYPE: SUBMISSION
 DATE: 8/12/13

REVISIONS:
 NUMBER: 1
 DATE: --

PROFESSIONAL STAMP:

DATE: 8-12-13
 DRAWN BY: JB
 C+T JOB NUMBER: --

TITLE SHEET:
 SITE PLAN
 SHEET NUMBER:
A-10



84"

Internally illuminated stainless steel sign cabinet. LED illumination. Double sided routed graphics backed up with translucent white acrylic. Logo portion has translucent orange vinyl applied to face. Lettering has perforated black vinyl applied to face. Lettering will appear black in the day time and will illuminate white at night. Sign mounts to soil with a 6" (h) "skirt" at the bottom.

Proposed Night Time View:



H.M. WITT & CO.
Signs
FINE SIGNAGE SINCE 1894

3313 West Newport Ave. Chicago, IL 60618
office | 773 250 5000 fax | 773 250 5100
toll free | 1 888 427 0703 web | www.hmwoff.com

APPROVED AS IS

APPROVED W/CHANGES

REVISE AND RESUBMIT

APPROVAL

DATE

REVISIONS	

CLIENT The PriivateBank / Lincolnwood

DATE 08-09-13

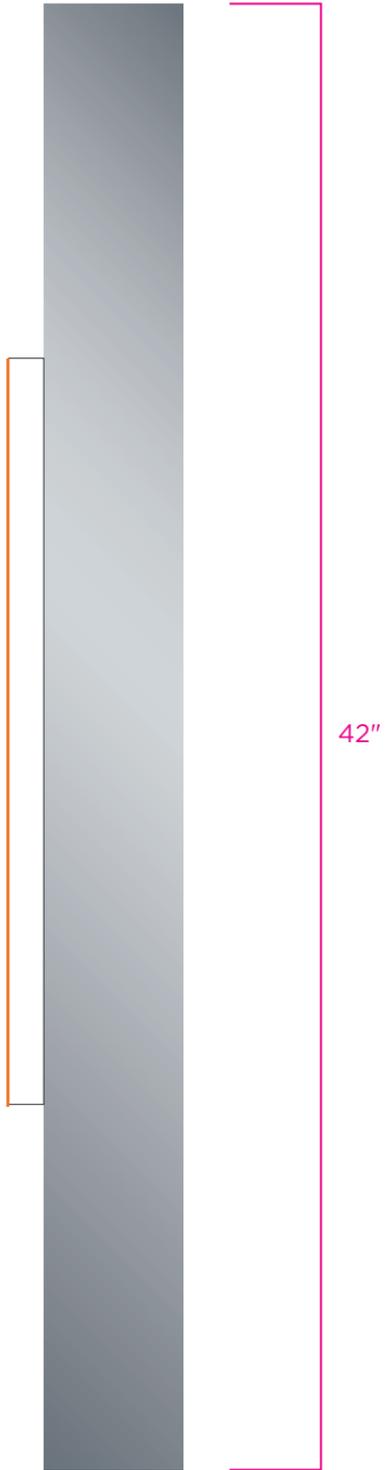
JOB # Monument Sign

DRAWN BY bs

SCALE No Scale

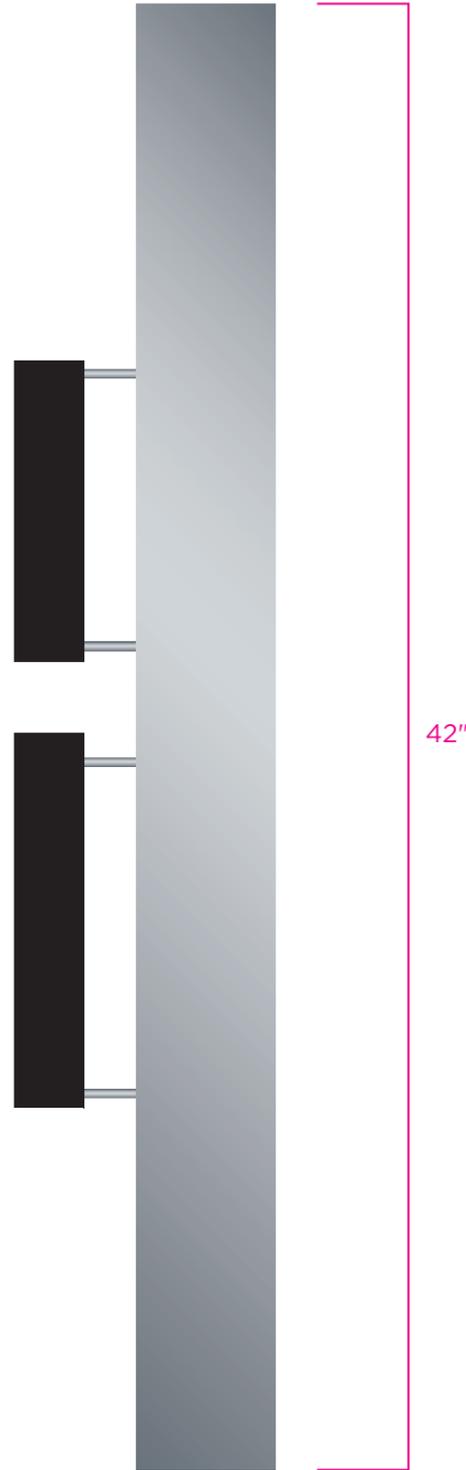
**section
A**

Acrylic edge-lit push-thru logo.
LED illumination housed within pan.
Returns will be white acrylic.
Face will be translucent white acrylic
with applied translucent orange vinyl.
Illumination will pour out the sides.



**section
B**

Reverse channel halo-lit fabricated
stainless steel or aluminum letters,
painted black. LED illumination housed
within letters. Pin mounted to face of
stainless steel pan with studs & standoffs.
Illumination will pour out the backs.



APPROVED AS IS
 APPROVED W/CHANGES
 REVISE AND RESUBMIT
 APPROVAL

DATE

REVISIONS

NO.	DESCRIPTION

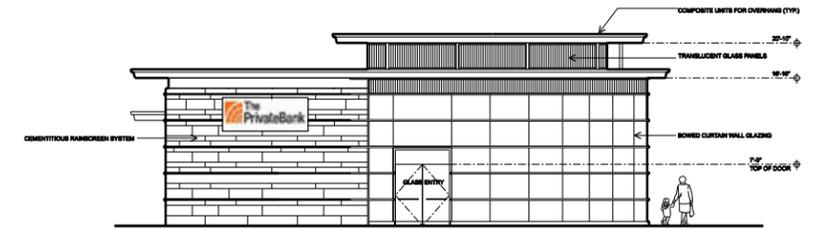
CLIENT The PriivateBank / Lincolnwood
 DATE 08-08-13
 JOB # Facade Signage - Section Details
 DRAWN BY bs
 SCALE No Scale

42" (h) X 114" (w) fabricated stainless steel pan with horizontal satin faces & returns. Depth approximately 4". Will house all wiring and transformers. Pan will be mechanically attached to building facade as shown on east and north elevations.



Acrylic edge-lit push-thru logo. LED illumination housed within pan. Returns will be white acrylic. Face will be white acrylic with translucent orange vinyl.

Reverse channel halo-lit fabricated stainless steel or aluminum letters, painted black. LED illumination housed within letters. Pin mounted to face of stainless steel pan with studs & standoffs.



EAST ELEVATION



NORTH ELEVATION

Proposed Night Time View:



H.M. WITT & CO.
Signs
FINE SIGNAGE SINCE 1894

3313 West Newport Ave. Chicago, IL 60618
office | 773 250 5000 fax | 773 250 5100
toll free | 1 888 427 0703 web | www.hmwoff.com

APPROVED AS IS
APPROVED W/CHANGES
REVISE AND RESUBMIT

APPROVAL
DATE

REVISIONS

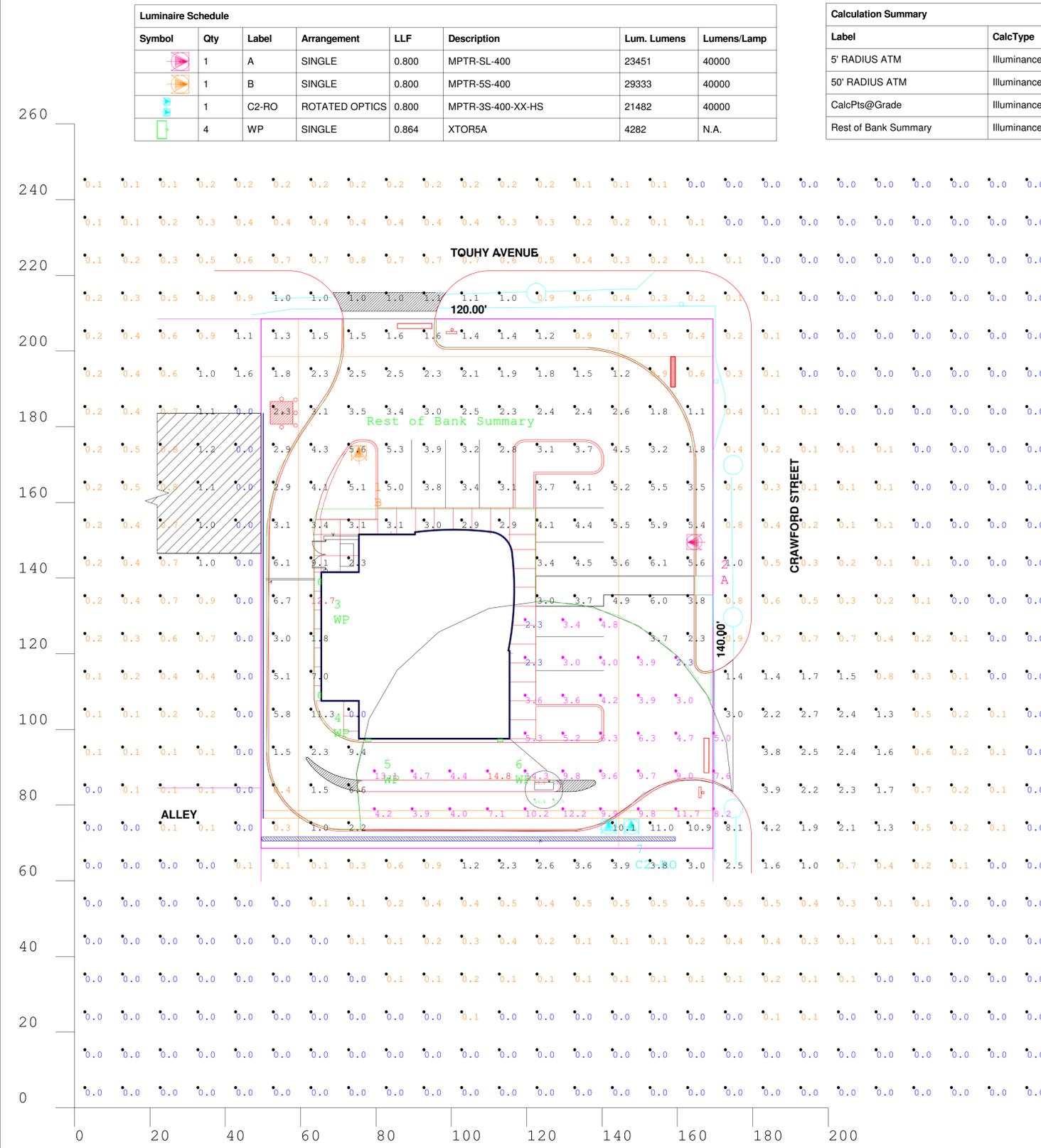
NO.	DESCRIPTION

CLIENT The PriivateBank / Lincolnwood
DATE 08-08-13
JOB # Facade Signage - Elevation
DRAWN BY bs
SCALE No Scale

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Lumens	Lumens/Lamp
	1	A	SINGLE	0.800	MPTR-SL-400	23451	40000
	1	B	SINGLE	0.800	MPTR-5S-400	29333	40000
	1	C2-RO	ROTATED OPTICS	0.800	MPTR-3S-400-XX-HS	21482	40000
	4	WP	SINGLE	0.864	XTOR5A	4282	N.A.

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
5' RADIUS ATM	Illuminance	Fc	11.15	12.0	10.5	1.06
50' RADIUS ATM	Illuminance	Fc	6.55	14.8	2.3	2.85
CalcPts@Grade	Illuminance	Fc	0.94	12.7	0.0	N.A.
Rest of Bank Summary	Illuminance	Fc	4.01	12.7	1.2	3.34

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	B	75.5	170	24	90	0
2	A	167.5	149.5	24	180	0
3	WP	64.75	139	10	180	0
4	WP	64.75	109	10	180	0
5	WP	78	96.75	10	270	0
6	WP	113	96.75	10	270	0
7	C2-RO	144.8	74.25	24	90	0



Lighting Application drawings are being provided to the recipient of this disclaimer.
 We make no representation as to its completeness, currency or accuracy because of reasons inherent to CAD and the additional digital data used to produce a lighting application.
 All digital CAD data appear to be extremely accurate, however, this apparent accuracy is an artifact of the techniques used to generate it, and is in no way intended to imply actual accuracy. The user of this data takes full responsibility for the accuracy and correctness of all measurements, area, inventories or other data extracted from this, either manually or with the use of a computer. This light level analysis is an estimate only, and is based on estimated reflectance values for interior applications or estimated pole locations based on specified light levels for exterior applications. Any variance from reflectance values, obstructions, light loss factors or dimensional data will affect the actual light levels obtained. This analysis is a mathematical model and can be only as accurate as is permitted by the third party software and the IES standards used. In addition calculated values may vary from actual measurements in certain situations due to variances, such as but not limited to, lamp output, input voltage, ballast variances, manufacturing tolerances and application variances. The presence of objects will decrease light levels and may cause some shadowing.

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	Project: The Private Bank Lincolnwood, IL Client: Jose Saucedo Pilipuf Grist & Associates
Scale: 1" = 16 ft. Date: 8/12/2013 Project No: 1302079A	