



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M. MARCH 21, 2017**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes – Committee of the Whole Meeting – March 7, 2017**
- IV) Regular Business**
 - 1) Discussion Concerning Any Questions on Village Board Meeting Agenda Items (6:30 – 6:35 p.m.)
 - 2) Discussion Concerning Installing Video Cameras in Public Places (6:35 – 7:00 p.m.)
 - 3) Status Report from the Parks and Recreation Board (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: March 17, 2017

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
MARCH 7, 2017**

DRAFT

Call to Order

President Pro-Tem called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 P.M., Tuesday, March 7, 2017, 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 Pro-Tem Elster, Trustees Spino, Cope, Klatzco, Patel, Bass President Turry (by phone).

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Chiefs LaMantia and Hansen; Andrew Letson, Public Works Director; Charles Greenstein, Village Treasurer; Financial Director, Robert Merkel.

Approval of Minutes

Minutes of the February 21, 2017 Committee of the Whole meetings were distributed in advance of the meeting and were examined. Trustee Cope moved to approve the minutes. Trustee Spino seconded the motion. The motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning Any Questions on Village Board Meeting Agenda Items

There was no discussion.

2. Discussion Concerning Recommended New Communication Initiatives

This item was presented by Ms. McFarland using PowerPoint.

Communication Initiatives

- *Strategic Communications
- *Increased Transparency
- *Increased Reader Engagement

Weekly Communication Group

- *Assistant to the Village Manager, Assistant Village Manager, Parks and Recreation's Marketing and Communication Coordinator and Management Analyst
- *Finalize Communication Plan

Communications Plan

- *Press Release
 - *E-News
 - *Website
 - *Social Media (Twitter, Facebook, NextDoor) No more than 3 posts per day
 - Monday – regular business
 - Tuesday – regular business
 - Wednesday – crime report
 - Thursday – (Throw Back Thursday) historical Village info
 - Friday – (Fun Fact Friday) highlight Village services
- Interesting facts and public safety posts increase readership

Bi-Weekly Newsletter

- *2-3 stories
- *Sidebar: weather service or staff spotlight, upcoming events

E-Gov

Crime Reporting

- *Notable crime incidents
- *Webpage – share on news post, Facebook, Twitter, NextDoor

Discussion ensued. Trustee Cope opined that perhaps Village Board meetings and information could be presented on the day after the meetings take place.

President Pro- Tem Elster questioned how these changes and additions were decided upon.

Mr. Wiberg stated that Ms. McFarland had gathered this information at her previous position in Highland Park.

If we implement this, how much staff time would be needed? At this time it seems that that would not be an issue.

Trustee Bass asked if we can link these to the Village website.

Trustee Patel reminded the Committee that the Lincolnwood app is helpful for resident use.

It was thought that going ahead would be valuable.

3. Discussion Concerning Lighting Options for the New Touhy Avenue Overpass

This item was presented by Mr. Letson with assistance from Tyler Grau of Stanley Consultants.

Background

*October 2011 – CMAQ grant was awarded to construct a pedestrian/bicycle overpass over Touhy Ave

*During Phase 1 Design six public meetings were held to discuss the type and appearance of the bridge

*May 2015 – Village Board approved the Phase 1 Design of the bridge

*July 2016 – Village Board endorsed the Park Board’s recommendations regarding a variety of architectural elements

*Since then Stanley Consultants has been working to finalize the design

Accent Lighting

*Recently, the design team has suggested adding accent lighting on the bottom edge of the bridge

*Enhances the bridge as a “gateway” feature for the community

*LED strip of lights, not intended to provide illumination for the surrounding area

Two options were presented and photos were exhibited of each option.

Option 1 – Lights abutment to abutment Estimated Cost - \$46,640 Length 583 feet

Option 2 – Lights pier to pier Estimated Cost - \$20,000 Length 250 feet

Requested Direction

*Should additional accent lighting be installed along the bottom edge of the Touhy Avenue Overpass?

*If so, should the lights run from abutment (Option 1) or pier to pier (Option 2)?

Discussion and questions ensued, with responses from Mr. Letson and Mr. Grau.

Trustee Patel asked about Park and Bike patrols on the paths. Since we had such early warm weather, there are many people using the paths and the question is whether there is coverage

before spring. Deputy Chief Walsh responded and stated that our police are always checking on the paths and that Park Patrol will begin in the spring.

Consensus was to go with Option 1. The cost after the grant payment is reasonable.

Resident Stan Wilk addressed the Board offering the information that long-time Lincolnwood resident Paul Gordon has passed away.

President Pro-Tem Elster responded and stated that President Turry would be commenting during the regular Village Board meeting.

Resident Larry Yellin of 4646 Touhy addressed the Board, representing his neighbors in his condominium. Mr. Yellin expressed concern regarding the overpass, the increase in foot traffic, noise and lighting.

Adjournment

At 7:20 P.M. Trustee Patel moved to adjourn Committee of the Whole, seconded by
Trustee Cope. The motion passed with a 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: March 17, 2017

SUBJECT: **March 21 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:30 p.m.** on Tuesday evening. Dinner will be available beginning at 5:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

1) **Discussion Concerning Any Questions on Village Board Meeting Agenda Items (6:30 – 6:35 p.m.)**

The Mayor has requested that time be devoted at each COTW meeting for staff to address any questions the Board may have concerning any item on the Village Board meeting agenda.

2) **Discussion Concerning Installing Video Cameras in Public Places (6:35 – 7:00 p.m.)**

At its January 3 COTW meeting, the Board discussed the potential of installing video cameras in public places throughout the Village in order to increase the level of security. The Board requested that staff present information pertaining to budgets and logistics of installing cameras in various parks in the Village. [Attached](#) is a memorandum from the Assistant Village Manager summarizing these issues.

3) **Status Report from the Parks and Recreation Board (7:00 – 7:30 p.m.)**

Chairwoman Hardin will be present to discuss the [attached](#) report with the Village Board.

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



MEMORANDUM

TO: Timothy Wiberg, Village Manager

FROM: Ashley Engelmann, Assistant Village Manager

DATE: March 15, 2017

SUBJECT: Security Cameras in Public Places

Background: At the January 3, 2017 Committee of the Whole meeting staff presented a summary of the issues involved if the Village installed video cameras within public places, which included a discussion regarding the following:

- A case study of the Village of Skokie's use of cameras in public places
- The value of video cameras in residential homes, commercial businesses and public places
- Survey of neighboring communities and the use of cameras within public places
- Approximate costs based on neighboring communities

During the meeting the Village Board raised concerns about using cameras on residential streets and maintaining the privacy of residents. The Village Board directed staff to obtain budget estimates to install cameras within Centennial Park, Proesel Park and along both bike paths. It was also noted that existing infrastructure such as the emergency call boxes on the bike paths should be reviewed as locations to install cameras.

Budget Estimation Process: A staff team consisting of the Public Works Director, Police Chief, Assistant Village Manager, Assistant to the Village Manager and the Village's IT Consultant, ClientFirst worked with the Village's Security vendor Quinlan Security to develop inclusive budget estimates for each location. The process to develop the estimates included walk-throughs of each location, review of existing infrastructure and coverage recommendations.

The scope of work included ensuring that the proposed cameras would maintain the privacy of private property through the use of placement and camera type, while at the same time ensuring complete coverage of the public areas. Existing infrastructure such as the call boxes on the bike paths, the streetlights adjacent to Centennial Park, and the light poles in Proesel Park were considered. It was found that the call boxes do not provide enough solar electricity to power cameras and still ensure functionality of the call boxes, their base will not support additional weight for the structure and the height of the poles would not allow for line of sight clearance for the wireless network that is needed to link the cameras to the Village's network. To ensure complete coverage, poles will need to be installed along both bike paths and in Proesel Park. The street lights adjacent to Centennial Park are sufficient to ensure coverage.

Estimates by Location: Each estimate includes the following:

- Infrared cameras on each pole with a range of 100 feet in each direction
- 15 foot poles placed every 200-250 feet depending upon location
- Underground wiring for electricity and data
- Fiber or wireless mesh network connectivity as appropriate
- Restoration
- Labor

Proesel Park-\$267,499.04

- 20 Poles (15 existing, 5 new)
- 26 Cameras

Centennial Park-\$366,339.72

- 32 Poles (using existing streetlights)
- 63 Cameras

Union Pacific Bike Path- \$586,040.04

- 26 Poles
- 51 Cameras

Valley Line Trail Bike Path- \$679,398.08

- 32 Poles
- 62 Cameras

Village Hall Network Infrastructure for Network Support-\$139,228.25

Total Project Cost without Contingency- \$2,038,505.13

Total Project Cost with 25% Contingency- \$2,548,131.41

Annual Maintenance Cost:

The cost annually to maintain the security system is estimated at \$46,000. This cost covers a maintenance agreement with the security provider so that any problems or adjustments to the system are not charged on a time and material basis.

Next Steps: Should the Board direct staff to move forward with developing a goal of implementing cameras in public places staff recommends holding a meeting to solicit input regarding cameras within public places at a future Parks and Recreation Board meeting.

Active Monitoring Costs: Currently all of the cameras that the Village owns on their network are passively monitored. This means that E9-1-1 dispatchers have access to the cameras and have them displayed on a large television on a wall in the dispatch center but they are not actively monitoring them for incidents. At the January 3, 2017 Committee of the Whole meeting staff was asked to develop a cost estimate for active monitoring of cameras installed in public places. In order to actively monitor cameras, four employees would have to be added to the Police Department's staff. The salary for a Records Clerk ranges from \$38,000-\$50,000 with an additional 30% for benefits. Staff is on duty Monday through Friday from 9:00 a.m. to 5:00 p.m., in order to fill the work days and hours four Records Clerks would be necessary. An annual budget number for Records Clerk staff to actively monitor cameras is \$228,000.

Summary of Costs:

One Time Infrastructure Cost - \$2,548,131.41 (25% contingency)

Recurring Costs (maintenance and staff for active monitoring) - \$274,000

Options:

1. Status Quo.
2. Re-examine the proposal to reduce the number of recommended cameras to provide minimal coverage with the goal of adding cameras over a five year period.
3. Develop a four year plan to implement the proposal as presented within Centennial Park, both bike paths and Proesel Park.
4. Budget funds in the FY 2018/2019 budget to implement the proposal as presented within Centennial Park, both bike paths and Proesel Park.

Village Board Direction Sought: Staff is seeking direction from the Village Board regarding implementing cameras within public places.

Attachments:

1. January 3, 2017 Committee of the Whole Memorandum from the Police Chief
2. January 3, 2017 Committee of the Whole Meeting Minutes
3. ClientFirst, Village's IT Consultant, Report Summarizing the Design Process



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager
From: Robert LaMantia, Chief of Police
Date: January 3, 2017
Subject: Review of Video Cameras in Public Places

Overview of Video Cameras in Public Places

In law enforcement, video cameras serve two basic purposes. Video cameras have the potential to serve as a deterrent to crime when strategically placed in densely populated high crime locations. Cameras may also serve as an aid in the investigation of crime. Cameras may also assist the police in identifying when a suspect arrived or departed from the scene of a crime; or potentially provide a description of a suspect vehicle or license plate. The effectiveness of the video camera is affected by the quality of equipment, the amount of staff time available to review data, and the placement of the camera in a targeted area.

Overall Benefits of Cameras in Public Places as Outlined by a Neighboring Community

Recently, The Village of Skokie outlined the following justification for cameras in public places:

- an additional layer of safety and security to any area of deployment during both daytime and night time conditions
- an additional method to investigate incidents that occur in which the suspect's activity and/or travel path is in an area under camera surveillance
- a means to collect additional actionable information when only a partial description of a person or vehicle has been provided by a witness or victim
- a positive response to the community's highly favorable (76%) support of Village investment in cameras in public place (This information stated is located in the Village of Skokie's 2015 National Citizen Survey. Several pertinent pages of the survey are attached.)

The following paragraphs summarize the value of video cameras.

Video Cameras in Residential Homes

The use of video cameras in and around residential homes has the potential to be highly effective in preventing residential burglary. The supplemental protection of a home with a video camera is relatively straight forward. Video cameras may be strategically placed at the entrances to a home where there is potential for an unlawful entry.

The relative straight forward decision making process regarding the placement of the video cameras in residential housing generally make it a cost effective tool to prevent an unlawful entry and may serve as an aid for the police. An additional benefit of using video cameras around the exterior perimeter of a residential home is the possibility of identifying offenders involved in other neighborhood crimes.

Video Cameras in Commercial Businesses

The use of video cameras in and around commercial businesses has the potential to be highly effective in preventing commercial burglary, and theft from the business. The supplemental protection of a commercial business is also straight forward. Video cameras may be strategically placed at the entrances and exits to a business where there is potential for an unlawful entry.

The relatively straight forward decision making process regarding the placement of video cameras in commercial business generally make it a cost effective tool to prevent an unlawful entry and/or theft and may serve as an aid for the police. An additional benefit of using cameras around the exterior perimeter of a commercial business is the possibility of identifying offenders involved in other neighboring businesses.

Video Cameras in Public Places

There are several factors that should be considered in determining the need for cameras in public places. The factors include the location, type of monitoring, community acceptance, costs, and benefits.

Video Camera Location

The factor of location is vitally important. Will the community be able to identify a highly populated area with sufficient crimes against a person to justify the expenses associated with a camera system? Video cameras in public places have been very successful in the downtown areas of large cities such as Baltimore, Chicago and Washing DC. Densely populated areas are a good fit for video cameras in public places. It allows communities the opportunity to choose a location which will likely yield the greatest impact on crime.

Active Monitoring versus Passive Monitoring

Video cameras are resource intensive. This includes staff time, equipment, training, and the on-going transmission, collection and storage of data.

The Village currently has over 70 video cameras, many in public places. The 70 video cameras do not include the Police Department's use of in-car video cameras. All of the

video cameras are passively monitored by the communications operators in the communications center. Passive monitoring means that live video is available for viewing, but observed only when the employee is aware that there is an incident in progress. During the first or second quarter of 2016, emergency police and fire communications will be handled by the Village of Skokie. The live video feed will be passively monitored by the Skokie Police Department's on-duty dispatchers.

The Village does not have the staff to actively monitor cameras in public places. Active monitoring is when there are employees assigned 24/7 to watch the video cameras, even if there are no incidents in progress. That means that while cameras do have a deterrent effect by their mere visible presence, and may aid in the investigation of a crime after the fact, they are limited in their benefit value in proactive policing and addressing crimes in progress.

Investigative Aid

Video cameras are a useful tool for law enforcement. However since the Village does not have the staff to actively monitor cameras, staff time must be dedicated after-the-fact, when a crime occurs. If video cameras are not strategically placed in high crime, densely populated areas, staff may spend many hours reviewing video that may not contain evidentiary information. Video camera placement is critical to success. A camera in the wrong place may lead to a false sense of community security, excessive cost, and staff time fishing for evidence which may not exist.

When properly placed, video cameras may provide evidentiary value to aid in an investigation, but expectations should be managed. The quality of video will be impacted by the quality of the equipment, the direction of the camera, darkness, inclement weather (clouds, ice, fog, rain, and snow), and dirt on the dome or lens.

Cameras in public places do not include audio recordings, thereby limiting their usefulness in court.

Community Acceptance

Twenty-five years ago, many people believed video cameras were an invasion of privacy. Today, video cameras are an accepted way of life. Everyone expects to be on camera when entering any retail or commercial establishment. Many Villages and Cities have cameras in public places including train stations, municipal buildings (police, fire, public works, and water, etc.) and parks, etc. The Village of Skokie recently conducted a survey and found that 76% of the population would accept video cameras in public places. It is likely that, if administered properly, the community would accept the use of video cameras in public places. Privacy does not appear to be the concern it once was.

Neighboring Communities

North Shore communities were surveyed regarding their use of video cameras in public places. Eight communities use cameras in public places in a manner similar to the Village of Lincolnwood. Of the eight communities deploying video cameras in public places, seven use them in densely populated or specifically targeted areas such as train stations, water plants, Public Works facilities, Police Stations.

The Village of Winnetka has invested \$450,000 in cameras and also uses them to monitor public facilities and public walkways.

The City of Prospect Heights has deployed cameras in a densely populated low income subdivision and found them to be effective in investigating a number of violent crimes including shootings, domestic disturbances, criminal sexual assaults, and the illegal distribution of narcotics.

Staff surveyed neighboring communities and the use of video cameras in public places. The following are the results of the survey:

Bannockburn	None
Deerfield	Train Station
Glencoe	None
Golf	None
Highland Park	Train Station, Water Plant, Police Station
Lake Bluff	None
Lincolnwood	Police Station, Water Plant, Public Works (70 Cameras)
Morton Grove	None
Northbrook	Train Station
Northfield	None
Prospect Heights	Train Station, City Hall, Police Station, Low Income, High Crime Rate Residential Subdivision and a Local McDonalds
Riverwoods	None
Skokie	In the Process of Purchasing a Covert Portable Observation Device Camera System (described below)
Wheeling	In the Process of Researching a Camera System in a Low Income, High Crime Rate Area
Winnetka	Cameras in Parks, Train Station, Bike Paths, Water Plant

A large majority of the video cameras in communities along the North Shore are near police stations, fire stations, public works buildings, water pumping stations, train stations, and densely populated areas such as parks.

Portable Observation Device Video Camera System

The Village of Skokie is planning to implement a Portable Observation Device (POD). POD video cameras are mobile, allowing for law enforcement to change its location as crime or resources dictate. POD video cameras come in both overt and covert types. Overt cameras are large and visible and intended to act as a deterrent to crime. Covert video cameras are small and may be hidden. The Lincolnwood Police Department currently has one covert surveillance camera equipped in a vehicle.

Camera Costs

One nearby neighboring community spent approximately \$450,000 on video cameras in public places. The crime rate was relatively low prior to the installation of the video cameras. The primary benefit of the cameras is the perception of safety within the community.

A second nearby neighboring community has had success reducing violent crime in a low income, high crime neighborhood. The cost of the cameras was paid in part through the use of grant funding. Grant funding is available in high crime neighborhoods in communities without the means to pay for the cameras.

A third neighboring community is conducting a pilot study with one POD camera. POD cameras may have as many as four views, providing from 180 up to a 360 degree view. The cost of the pilot study is approximately \$16,500. The benefit and/or value to the community will be determined after an evaluation in 2017.

Summary

There are several important factors which should be considered prior to implementing a camera program. The cost of the program is consideration. The Village of Winnetka has spent approximately \$450,000 for video cameras for many public areas, and the Village of Skokie is planning to spend an additional \$16,500 for a portable system to supplement the current system. Staff time managing the system, responding to court subpoenas and Freedom of Information Act requests is a second consideration. The third and most important consideration is the identification of a densely populated high crime against person area to be surveilled. The information contained in this memorandum was gathered from a Using Public Surveillance Systems for Crime Control and Prevention: A Practical Guide for Law Enforcement and Their Municipal Partners.

The Village's most serious crime problem is residential burglary and they are dispersed throughout the Village. Attached are two GIS Maps showing the location of Burglaries and Burglaries to Motor Vehicle by location for January through November 2016.

The Village of Lincolnwood currently has 70 cameras, many in public places. The Police Department has one covert surveillance vehicle to aid in the investigation of crime.

Staff recommends waiting one year and evaluating the effectiveness of the pilot program referenced above. Staff further recommends the Parks Department evaluate the community interest and need for cameras in public parks, specifically Proesel Park and/or Centennial Park, to serve as a crime deterrent.

Documents Attached

1. GIS Map Showing Overall Burglaries for the first 11 Months of 2016
2. GIS Map Showing Burglary to Motor Vehicles for the first 11 Months of 2016
3. Using Surveillance Systems for Crime Control and Prevention: A Practical Guide for Law Enforcement and Their Municipal Partners
4. 2015 National Citizen Survey for Skokie, Illinois

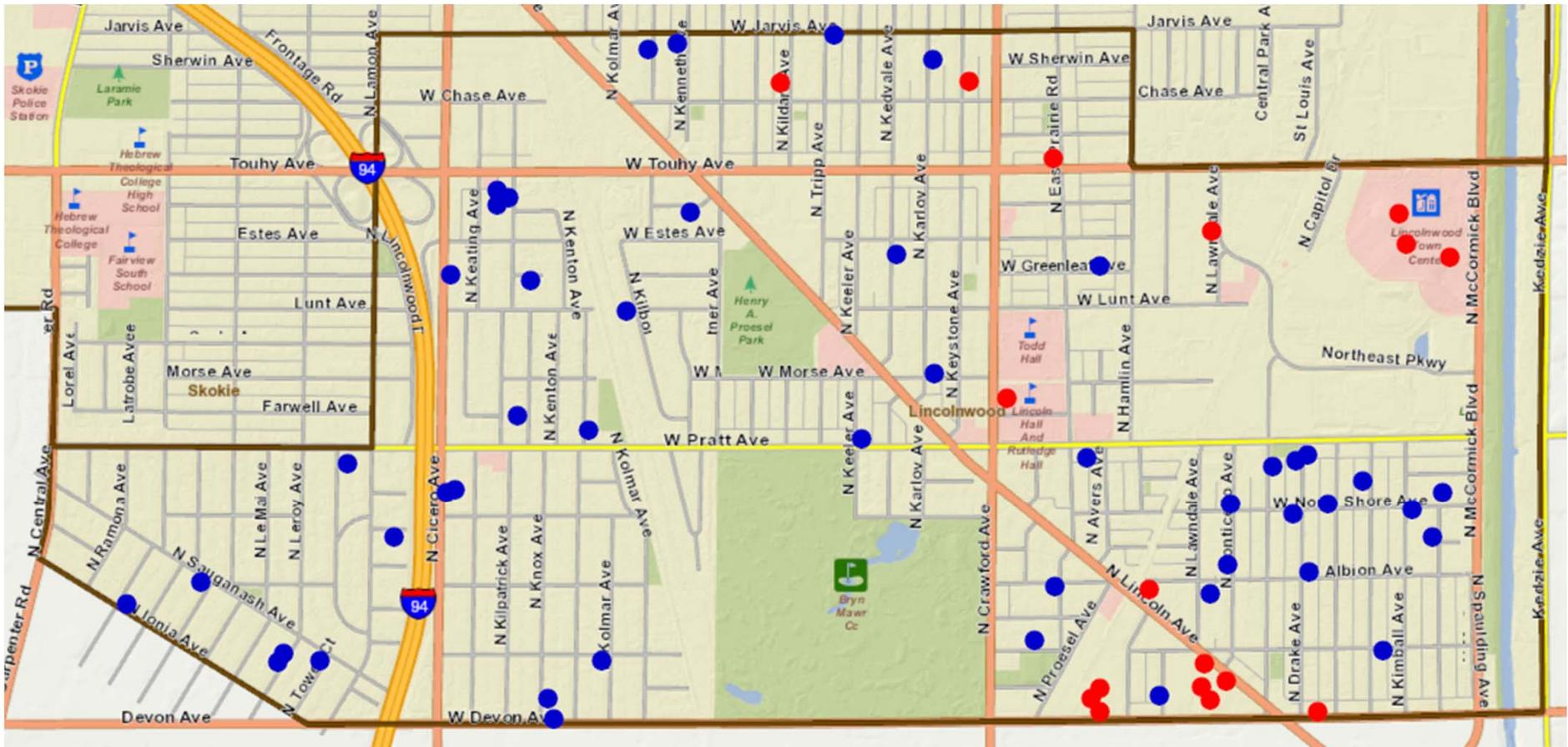
Burglaries by Type



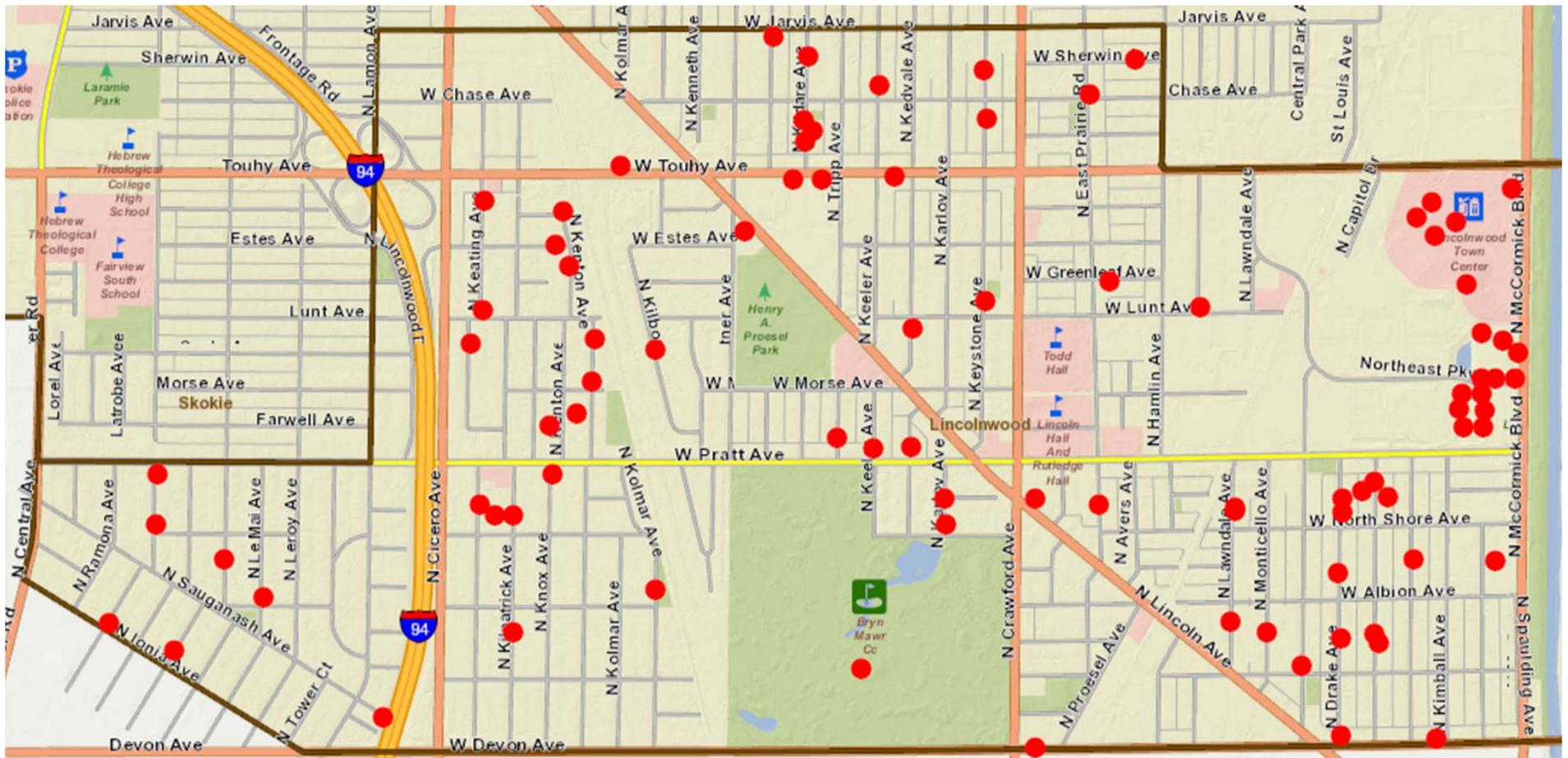
Residential Burglaries



Commercial / Other



Burglary to Motor Vehicles by Location





Using Public Surveillance Systems for Crime Control and Prevention:

A Practical Guide for Law Enforcement and Their Municipal Partners

Nancy G. La Vigne
Samantha S. Lowry
Allison M. Dwyer
Joshua A. Markman

This project was supported by Cooperative Agreement # 2007-CK-WX-K006 awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice, with supplemental funds provided by the Target Corporation. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Urban Institute, its trustees, or funders. References to specific agencies, companies, products, or services should not be considered an endorsement of the product by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of this publication. Given that URLs and websites are in constant flux, neither the author nor the COPS Office can vouch for their current validity.

© 2011 by The Urban Institute. All rights reserved.

ISBN: 978-1-935676-35-5

e071112382



COPS
COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

145 N Street, N.E.
Washington, DC 20530
(800) 421-6770
E-mail: askCopsRC@usdoj.gov
<http://www.cops.usdoj.gov/>

 **URBAN INSTITUTE**
Justice Policy Center

2100 M Street, N.W.
Washington, DC 20037
(202) 833-7200
<http://www.urban.org>

Table of Contents

Director’s Letter	i
Acknowledgments	iii
Introduction	v
Purpose of this Guidebook.	vii
Defining Public Surveillance	ix
Chapter 1. What are the “Top 10” takeaway lessons for public surveillance?	1
Chapter 2. What type of planning is needed before implementing a public surveillance system?	9
Chapter 3. What policies and procedures should be considered prior to implementation?	15
Chapter 4. Which camera system is the best for public spaces?.	19
Chapter 5. What technology might integrate well with a public surveillance system?	25
Chapter 6. Where should the cameras be located?.	31
Chapter 7. Do the cameras need to be actively monitored?	37
Chapter 8. How is video footage used in investigations?	43
Chapter 9. How can video footage be used in trials?	49
Chapter 10. Conclusion	53
Appendix A. References	55
Appendix B. Additional Resources.	57

The Office of Community Oriented Policing Services (the COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, and tribal law enforcement agencies through information and grant resources. The community policing philosophy promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. In its simplest form, community policing is about building relationships and solving problems.

The COPS Office awards grants to state, local, and tribal law enforcement agencies to hire and train community policing professionals, acquire and deploy cutting-edge crime-fighting technologies, and develop and test innovative policing strategies. The COPS Office funding also provides training and technical assistance to community members and local government leaders and all levels of law enforcement.

Since 1994, the COPS Office has invested more than \$16 billion to add community policing officers to the nation's streets, enhance crime fighting technology, support crime prevention initiatives, and provide training and technical assistance to help advance community policing. More than 500,000 law enforcement personnel, community members, and government leaders have been trained through COPS Office-funded training organizations.

The COPS Office has produced more than 1,000 information products—and distributed more than 2 million publications—including Problem Oriented Policing Guides, Grant Owners Manuals, fact sheets, best practices, and curricula. And in 2010, the COPS Office participated in 45 law enforcement and public-safety conferences in 25 states in order to maximize the exposure and distribution of these knowledge products. More than 500 of those products, along with other products covering a wide area of community policing topics—from school and campus safety to gang violence—are currently available, at no cost, through its online Resource Information Center at www.cops.usdoj.gov. More than 2 million copies have been downloaded in FY2010 alone. The easy to navigate and up to date website is also the grant application portal, providing access to online application forms.



COPS
COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

Dear Colleagues,

Today's technology-driven world is constantly changing, requiring the public safety community to quickly evolve, and endeavor to be ahead of the game. Public surveillance systems—once referred to as closed-circuit televisions—which have previously been utilized only by private businesses, are now expanding to encompass both private and public sector agencies, giving law enforcement agencies a new tool in their public safety toolbox.

In partnership with the Urban Institute, I am pleased to present *Using Public Surveillance Systems for Crime Control and Prevention: A Practical Guide for Law Enforcement and Their Municipal Partners*—a guidebook based on an in-depth look into public surveillance systems.

This guidebook summarizes lessons learned from an in-depth data collection effort in regards to the use and benefits of public surveillance systems, as well as providing answers to implementing or expanding your own system. The companion technical report, *Evaluating the Use of Public Surveillance Cameras for Crime Control and Prevention*, provides an extensive qualitative study of three urban cities, Chicago, Illinois, Baltimore, Maryland, and Washington, D.C. These case studies illustrate the pros and cons of utilizing this technology while highlighting the most prominent lessons learned from each of these jurisdictions.

I hope you will find this publication helpful in your local efforts, and we encourage you to share your experiences—both positive and negative—with our office and other law enforcement practitioners.

Sincerely,

A handwritten signature in cursive script that reads "Bernard K. Melekian".

Bernard K. Melekian, Director
Office of Community Oriented Policing Services
U.S. Department of Justice

Acknowledgments

We would like to thank the law enforcement agencies and criminal justice system personnel for providing us with their experiences, advice, and candid thoughts about public surveillance in public places. More specifically, we greatly appreciate the significant contributions from the Metropolitan Police Department, the District of Columbia State’s Attorney’s Office, the District of Columbia Office of General Counsel, HMS Technologies, Raymond Wickline, Captain Eldridge, and Assistant Chief Burke; the Chicago Police Department, Chicago’s Office of Emergency Management and Communications, the Cook County State’s Attorney’s Office, Chicago’s Department of Transportation, Chicago’s Aldermen, RMS Technology Solutions, Jim Argiropoulos, Commander Jonathan Lewin, Sergeant Gregory Hoffman, Sergeant Gina Dwyer, Rachel Johnston and Megan Alderden; and the Baltimore Police Department, the Office of the Mayor, the Mayor’s Office of Information Technology, the Baltimore City State’s Attorney’s Office, the Baltimore District Court, the Downtown Partnership of Baltimore, Deputy Commissioner Deborah Owens, Lieutenant Matthew Johnson, Sheryl Goldstein, and Stefan Waters. We greatly appreciate all the support and advice each department has given us throughout this study.

We would also like to thank colleagues of ours from the Urban Institute who assisted with expert advice and editing, Dr. Terence Dunworth and Pamela Lachman. Special thanks go to Keith Atterberry who served as an intern during this project and assisted with data collection. We are particularly appreciative of the input and assistance offered by Chief Tom Nestel, consultant to the Urban Institute on this project. We also thank Sharon Bradford Franklin, Senior Counsel at The Constitution Project, for her thoughtful comments on an earlier draft of this guidebook.

This project would not have been possible without the generous funding from the U.S. Department of Justice Office of Community Oriented Policing Services (the COPS Office) and the Target Corporation as well as suggestions from Deborah Spence, Mora Fiedler, and Nazmia Alqadi of the COPS Office.

Introduction

Municipalities across the country are in a constant search for effective public safety interventions that will curb crime and improve the livability and economic well-being of their communities. This is particularly true among law enforcement agencies that embrace a community policing philosophy, which has become a key component of policing efforts in most mid- and large-sized law enforcement agencies across the United States.¹ While many believe that the adoption of community policing has led to more efficient and effective policing strategies,^{2, 3} law enforcement agencies continue to grapple with limited resources and are therefore interested in employing new, cost-effective tools that can enhance their community policing efforts. Among the latest wave of public safety tools is the use of public surveillance systems, often referred to as Closed-Circuit Television (CCTV).⁴ While public surveillance systems are widely employed in the business sector to improve security,^{5, 6} until recently the use of cameras to monitor public spaces has been much less common in the United States, in part due to concerns about privacy and civil liberties.^{7, 8} Community policing, which embodies a combination of proactive crime prevention and community engagement with more traditional policing functions, may benefit from this technology because public surveillance can enhance problem solving strategies, aid in arrests and investigations, and ultimately increase offenders' perceptions that they will be both caught and prosecuted. Public surveillance systems might also yield a secondary impact, serving to increase legitimate users' perceptions of safety and thus their presence in public areas, which in turn may increase guardianship, improve police-community partnerships, and reduce crime.

The potential contributions to policing and public safety of public surveillance systems perhaps explain why their use has expanded in recent years.⁹ Unfortunately, these investments of scarce public safety resources are being made in the absence of research documenting the decisions

1 Skogan, Wesley. 2004. "Community Policing: Common Impediments to Success." In *Community Policing: The Past, Present, and Future*, ed. Lorie Fridell and Mary Ann Wycoff, 159–168. Washington, D.C.: Annie E. Casey Foundation and Police Executive Research Forum.

2 Fridell, Lorie and Mary Ann Wycoff (eds.). 2004. *Community Policing: The Past, Present, and Future*, Washington, D.C.: Annie E. Casey Foundation and Police Executive Research Forum.

3 Skogan, Wesley. 2006. "The Promise of Community Policing." In *Police Innovation: Contrasting Perspectives*, ed. David Weisburd and Anthony Braga, 27–44. New York and Cambridge: Cambridge University Press.

4 While CCTV is the most commonly used term for public surveillance systems, it has become antiquated given the introduction of new video recording technologies that are not closed-circuit.

5 Nieto, Marcus. 1997. "Public Video Surveillance: Is it an Effective Crime Prevention Tool?" CRB-97-005. Sacramento, CA: California Research Bureau.

6 National Institute of Justice (NIJ). 2003. "CCTV: Constant Cameras Track Violators." *NIJ Journal* 249(July): 16–23.

7 Gill, Martin. 2006. "CCTV: Is it Effective?" In *The Handbook of Security*, ed. Martin Gill, 438–461. New York: Palgrave Macmillan.

8 National Institute of Justice, "CCTV: Constant Cameras Track Violators" (see note 6).

9 Gill, "CCTV: Is it Effective?" (see note 7);

Nestel, Thomas J. III. 2006. "Using Surveillance Camera Systems to Monitor Public Domains: Can Abuse be Prevented?" Monterey, CA: Master's thesis, Naval Postgraduate School.

behind camera investment and use and the lessons learned by cities that have employed this technology.

This guidebook aims to fill that gap, detailing the results of an in-depth qualitative data collection effort to examine and synthesize the experiences of three large urban cities that have invested in public surveillance systems in recent years. It serves as a companion document to an evaluation of the impact of public surveillance cameras in three cities that found that cameras can have a significant and cost-effective impact on crime.¹⁰ While cameras hold promise as an effective crime prevention tool, however, it is important to note that their impact is not a given, and varies considerably based on where cameras are located and the degree to which they are monitored and integrated into other law enforcement activities. This report is therefore designed to guide city administrators, law enforcement agencies, and their municipal partners in making decisions regarding their public surveillance systems in a manner that will yield the greatest intended impact. The guidebook answers many of the important questions that arise when implementing or expanding a public surveillance system. It details the various aspects of a system that are integral in realizing a cost-beneficial impact on crime, including budgetary considerations, camera types and locations, how best to monitor cameras, and the role that video footage plays in investigations and prosecutions. This publication also highlights the most prominent lessons learned in an effort to guide both city administrators and jurisdictions that are currently investing in cameras for public safety purposes, as well as inform those that are contemplating doing so.

FOR MORE INFORMATION ON VIDEO SURVEILLANCE'S IMPACT ON CRIME REDUCTION:

A companion publication to this guidebook, entitled *Evaluating the Use of Public Surveillance Cameras for Crime Control and Prevention*, presents three case studies of public surveillance camera implementation and use. It details the decisions behind camera investment, implementation, and use and highlights the role that public surveillance systems play in supporting arrests, investigations, and prosecutions. It also presents the results of a quantitative analysis of the impact of public surveillance on crime, possible displacement or diffusion of effects in surrounding areas, and a cost-benefit analysis of camera investment and impact in two jurisdictions.

¹⁰ La Vigne, Nancy G., Samantha S. Lowry, Joshua A. Markman, and Allison M. Dwyer. 2011. "Evaluating the Use of Public Surveillance Cameras for Crime Control and Prevention" Washington, D.C.: U.S. Department of Justice Office of Community Oriented Policing Services.

Purpose of this Guidebook

The purpose of this guidebook is to aid municipalities and law enforcement agencies in making informed decisions on the implementation or expansion of a public surveillance system. It is intended to equip city administrators with details regarding the cost considerations behind camera use and the potential benefits of such a system, and provide guidance on how to yield the greatest possible crime prevention and investigative impact.

Drawing from the wisdom and experiences of city administrators, law enforcement agencies, and criminal justice system representatives from the Baltimore Police Department, the Chicago Police Department, the District of Columbia Metropolitan Police Department, and other experts in the field, our research set out to answer the following questions:

- Why do cities choose to invest in public surveillance technology?
- What do they hope to gain from their investment?
- What factors go into decisions about the types of cameras that are purchased and how they are deployed and monitored?
- How is the public involved in decisions to invest in and use public surveillance systems?
- How are cameras used to support real-time arrests, and how are they used for investigative purposes?
- What are the advantages and limitations to using video footage from public surveillance cameras for prosecution and defense purposes?

This guidebook answers these important questions and raises additional questions that are integral in understanding both the mechanics of and critical issues related to how public surveillance is best used for crime prevention and investigation. The guidebook begins by highlighting ten takeaway lessons that are integral in developing a public surveillance system. It then guides readers through the key aspects of planning, emphasizing legal restrictions, and the importance of addressing privacy concerns. Specific attention is paid to explaining the importance of choosing camera locations that will yield the greatest impact on crime. Insight on how best to use public surveillance is provided, with examples of how some law enforcement agencies use it primarily as an investigative tool, while others use it to employ more proactive, real-time monitoring of high crime areas. It then discusses the types of public surveillance systems and what other technologies could be used in conjunction with cameras. In addition, throughout the guidebook the potential costs and benefits associated with a public surveillance system are provided, along with what implementers have found to be the advantages and disadvantages of cameras. Although private video surveillance plays an important role, with footage serving as complementary evidence in investigations by many law enforcement agencies, this guide focuses specifically on public camera use. The guide concludes with a brief technical appendix that features additional sources of information on public surveillance systems for municipalities and law enforcement agencies.

Defining Public Surveillance

In order to understand the mechanisms by which public surveillance may impact crime and disorder, as well as to examine the relevant information that can help inform future camera investments, it is first necessary to define the various terms that are used to refer to a public surveillance system and the components of such a system. Over the years, surveillance technology has been referred to by a number of names. While closed-circuit television is the most commonly used term for public surveillance systems, it has become antiquated because of the introduction of new video recording technologies that are not closed-circuit. Thus “public surveillance” is the term employed throughout this report.

“Closed-circuit” refers to a network of several cameras that were originally linked through a closed-circuit, with the camera footage leading to a single, centralized television monitor equipped to record the images that were captured. This system was similar to public television, with a camera to receiver-television design, but without the public broadcasting aspect. Advancement in technology has changed many aspects of the original version of a CCTV. The camera footage has remained somewhat “closed” in that it is protected or secured footage, viewable by only those people who have permission to access the feed. The concept of a “circuit” still remains, with a loop of several cameras being used in most jurisdictions and tied to a central location. However, the technology available today now allows for cameras to be fully operated remotely. Many types of cameras can now be implemented into a wireless system, with multiple operators watching the same feed from several locations. Camera systems today are more interactive and computer-based, allowing an operator to pan, tilt, and zoom ¹¹ the camera and change what is being recorded in real-time. Other terms employed to describe these types of public surveillance systems include: Police Observation Device (POD) and Portable Overt Digital Surveillance System (PODS).

The various types of cameras that are employed for public surveillance purposes include overt, semi-covert, and covert cameras, each having its own purpose. Overt cameras are intentionally designed to be visible to the public and for the most part, one can easily detect what is being recorded by the direction of the camera (see example to the right).

Semi-covert cameras have become increasingly more common. These cameras have a dome-shaped covering that prevents the public from identifying the direction the camera is facing. For crime prevention efforts, this type of camera is more effective for deterrence purposes because



Example of Overt Camera

¹¹ Pan, tilt, and zoom (PTZ) refers to the ability of a camera to move along two axes, side-to-side and up and down, to record the areas that are within the cameras turning radius. This mechanism can be controlled by an operator or be programmed to follow a specific pattern of movement, without human interaction and on a regular basis.



***Example of
Semi-Covert Camera***

would-be offenders are unable to determine whether they are being recorded and may therefore refrain from criminal activity due to fear of apprehension.

Covert cameras are typically employed for homeland security purposes. These cameras are hidden for security reasons and used primarily for observation rather than to achieve a deterrent effect. The focus of this guidebook is on overt and semi-covert cameras, although covert cameras are discussed in brief.

The following technologies may complement these camera types: bullet-proof casing that protects the camera itself from being disabled; signage notifying the public that they are under surveillance; audio equipment that enables gunshot detection; motion detectors that sense activity and reorient the camera in the direction of movement; and higher-quality images with capabilities such as color recording and night vision.

As discussed in more detail later in this guide, there are a number of elements to take into consideration when planning and implementing a public surveillance system. The type of camera is key for achieving the desired impact, whether it is strictly for investigative purposes or intended for more proactive prevention purposes.¹² The capabilities of the camera also play a prominent role in camera investment decisions. Cameras that are expected to be actively monitored should have the ability to pan, tilt, and zoom, and the image will need to be of high quality in order for a monitor to discern what is happening. The placement of the camera is another important consideration, with some agencies utilizing a single camera in low crime areas or private spaces and others employing multiple cameras that span an entire neighborhood or crime hot spot. Jurisdictions anticipating the need to employ several departments or operators for surveillance in multiple neighborhoods will likely want to invest in a system of cameras that can be accessed from several locations or via the Internet.

A related placement decision pertains to where cameras are mounted and how footage is recorded, stored, and downloaded. Typically cameras are mounted onto poles or buildings. These mounting surfaces require the proper infrastructure to store video footage and, if desired, transmit footage back to an operator. In some cases, the footage is recorded locally in a box connected to the pole and requires either a technician to periodically download it or hard-wires that connect to a central location for recording. Other designs include wireless devices that send the information via an Internet Protocol (IP)-based platform.

¹² There are two basic monitoring approaches cities employ in their camera systems. Some “passively monitor” their cameras, meaning they review historical footage from one or more cameras in the area of a recent incident to determine whether the footage offers any investigatory leads. Alternatively, cities may choose to “actively monitor” their cameras. In this case individuals, usually current or former officers, proactively view what cameras are recording in real-time, and are able to manipulate the camera’s movements.

In summary, when determining whether and how to implement a public surveillance system, a number of factors merit consideration. Cameras have been installed for the stated purposes of crime prevention and deterrence, as an investigative tool, in emergency response situations, as an eyewitness in investigations and prosecutions, and as a virtual guard or security system. This guide is designed to walk readers through each type of camera system use, detailing the decision-making processes underlying these uses and answering many of the questions that typically arise along the way.

TOP 10 LESSONS FOR PUBLIC SURVEILLANCE USE

1. Assess your needs and budget before investing
2. Plan ahead for maintenance, infrastructure, and other ongoing costs
3. Plan camera locations to maximize the view-shed
4. Consider integration with other technology
5. Balance privacy protection with system utility
6. Weigh the costs and benefits to using active monitoring
7. Integrate camera systems with existing practices and procedures
8. Set and manage realistic expectations for video footage quality
9. Use surveillance systems to complement, not replace, routine policing, investigations, and legal proceedings
10. Incorporate video evidence with witness testimony in court

Chapter 1.

What are the “Top 10” takeaway lessons for public surveillance?

When considering installing a public surveillance system, stakeholders must keep many issues in mind. Implementing a new system is a significant undertaking, and requires city administrators and jurisdictions to confront both financial and political challenges. Careful planning, integration, and innovation can help both law enforcement agencies and their municipal partners successfully navigate these challenges in order to implement and employ a public surveillance system. Several cities with existing surveillance systems have generated lessons that can pave the way for jurisdictions contemplating such an investment, providing constructive guidance on both best practices and potential pitfalls. This chapter details the top 10 takeaway points from the cities of Baltimore, Chicago, and Washington, D.C. In each lesson below, the text box indicates which guidebook chapter the reader can refer to in order to learn more about the topic addressed.

LESSON 1. **ASSESS YOUR NEEDS AND BUDGET BEFORE INVESTING.**

For more information, refer to the following chapters:

- Chapter 2, Planning
- Chapter 4, Camera Systems
- Chapter 8, Investigations
- Chapter 9, Use in Trials

Installing a public surveillance system is a resource-intensive endeavor, requiring a substantial time and labor investment in addition to equipment costs. Stakeholders in cities that have

installed such systems caution that jurisdictions should invest from the start in the highest quality cameras and networks. While it may be tempting to purchase less expensive equipment, keep in mind that the usefulness of the system for investigations and trials depends on the quality of the images captured. A lower quality camera, for example, may be unable to produce images with identifiable faces during darkness or inclement weather.

Carefully assessing the needs of your jurisdiction and the budget available for camera installation can inform the decision on the proper level of technology. Many options for surveillance systems are available, and determining the option that is most appropriate for a given jurisdiction will depend on the location of cameras, their intended purpose, and the available budget. As detailed in chapter 4, cameras can be stationary or moving, networked or stand-alone, and have varying levels of visibility, signage, and protection. Typically, jurisdictions are able to blend technology, enabling it to be tailored to specific locations within the system. While most jurisdictions opt for a wireless network with PTZ cameras that are hardened (physically protected, i.e., using a bullet-resistant casing that encloses the camera), have lights and signs, and are more overt, a system of this type will be less helpful for undercover operations. Jurisdictions should clarify the purpose and intended use of a proposed system and their available budget in order to determine the best system to fulfill their needs.

LESSON 2.

PLAN AHEAD FOR MAINTENANCE, INFRASTRUCTURE, AND OTHER ONGOING COSTS.

For more information, refer to the following chapters:

- Chapter 2, Planning
- Chapter 7, Monitoring

Initial equipment costs are only a small part of the budget required for a fully functional surveillance system. It is important for jurisdictions to plan ahead for ongoing costs associated with using and maintaining an effective system.

The value of a surveillance system depends on the continued functionality of its cameras and network. Cameras themselves will wear out, be vandalized, or require maintenance for other reasons. Camera technicians in one jurisdiction noted that cameras must be replaced every few years. If a jurisdiction wants to implement a wireless network, antennae will have to be readjusted regularly as weather or accidents cause misalignment and lines of sight must be maintained. Similarly, camera viewsheds must be regularly cleared of plant growth or other local obstructions. The infrastructure of a camera system, as well as the hardware involved, will likely need replacing on a somewhat regular basis. One city's camera technician estimated a five-year life cycle for equipment involved in regular surveillance.

In addition to maintenance expenses are the ongoing costs associated with staffing and operating the surveillance system. Staff, either uniformed or civilian, must be assigned to monitor cameras or retrieve footage from internal hard drives for non-networked cameras. The use of existing sworn officers for monitoring may necessitate the hiring of additional patrol officers to maintain the current police presence, though effective use of active monitoring may nullify

the need for such action. Cameras may also require additional technical staff to manage the demands of the new system.

LESSON 3.

PLAN CAMERA LOCATIONS TO MAXIMIZE THE VIEWSHED.

For more information, refer to the following chapters:

- Chapter 2, Planning
- Chapter 3, Policies
- Chapter 6, Locations

Camera placement is an important but potentially controversial component of public surveillance implementation. Several strategies may guide where to install cameras, including mapping crime in the community to identify hot spots; consulting local-level police heads or representatives; soliciting feedback from the public; or blanketing

distribution throughout an area. Crime mapping determines locations with the highest number of incidents, and may enable police to get the most use out of a system. Political and public concerns, however, may make relying solely on crime data unfeasible. Similarly, environmental factors, such as inadequate lighting, the location of buildings, vegetation or other obstructions, may preclude camera placement at the site. While considering the public’s perspectives is important for enlisting support for cameras, jurisdictions must take care not to undermine the usefulness of a surveillance system through poor placement decisions.

Even with the best placement plan, some individuals or groups will likely be unhappy with the final decisions regarding installation. Jurisdictions have worked with discontented neighborhoods in several ways. In one city, for example, council members used their own budgets to purchase and install cameras in neighborhoods in which their constituents live to then link to the police network for monitoring purposes. In other cities, citizen groups have purchased their own cameras and monitored them independently of the police. It is also likely that camera implementers will encounter resistance to camera installation, as citizens may perceive them as decreasing property values by labeling their neighborhood as crime-prone. Others may object on civil liberties grounds, voicing concerns that cameras are an invasion of privacy and free speech. Involving the public in planning and educating them about regulations and intended uses may alleviate some of these concerns.

LESSON 4.

CONSIDER INTEGRATION WITH OTHER TECHNOLOGY.

For more information, refer to the following chapters:

- Chapter 2, Planning
- Chapter 5, Meshing Technology

Public surveillance systems can work in concert with other technology to enhance the amount or quality of information available to police, investigators, and attorneys. Several jurisdictions have been able to successfully integrate new surveillance systems with technologies already in regular use within the police department, such as gunshot detection

systems or incident mapping software. License plate recognition software, which enables automatic analysis of video, is currently in use around the country and already relies on cameras to operate. Other technologies, including facial recognition and video analytics, are not yet sophisticated enough for routine use in the field without ideal conditions and are quite costly. However, jurisdictions may want to stay attuned to developments in complementary technology and build systems with an eye toward integration as advancements are made.

LESSON 5.

BALANCE PRIVACY PROTECTION WITH SYSTEM UTILITY CAREFULLY.

For more information, refer to the following chapters:

- Chapter 3, Policies
- Chapter 7, Monitoring

When writing policies regulating public surveillance systems, jurisdictions must strike a careful balance between protecting citizens' privacy rights and enabling police to utilize camera technology in an effective manner. The rules governing operation of a public surveillance system should

be carefully designed to ensure that both safety and individual rights are protected. The First, Fourth, Fifth, and Fourteenth Amendments address citizens' rights to privacy, anonymity, and equal protection of the law. Where camera viewsheds overlap with private property, anything that would not ordinarily be in plain sight is legally protected. While no courts have ruled that public surveillance on public property is a violation of constitutional rights, individuals have expressed legitimate concerns regarding how footage may be used.

These concerns, however, should be balanced with the interests of using public surveillance to its fullest potential crime prevention and investigative capacity. Monitors, police officers, investigators, and attorneys must be able to access video feeds in order to put them to good use. For monitors, it is important to allow for the manual manipulation of cameras to provide the clearest and most useful footage. In cities with more restrictive regulations, active monitoring can be challenging and may, as a result, fall by the wayside. Given the significant investment required to install and maintain a surveillance system, jurisdictions should draft policies that allow them to maximize utility within legal boundaries. Cities with extant surveillance systems have dealt with this issue in different ways and with varying degrees of success. In addition to learning from the experiences of other jurisdictions, consulting with legal counsel early in the planning process may guide decision-makers in striking an appropriate balance.

LESSON 6.

WEIGH THE COSTS AND BENEFITS OF USING ACTIVE MONITORING.

For more information, refer to the following chapters:

- Chapter 4, Camera Systems
- Chapter 7, Monitoring

While active monitoring is a more expensive option than passive monitoring due to additional staffing and equipment costs, it can provide law enforcement with opportunities to respond to crime that they would not have otherwise

had. Active monitoring affords law enforcement the same investigative benefits as passive monitoring, but it also may enable law enforcement to engage in real-time identification of witnesses and respond to crimes in progress. Employing monitors to watch cameras in real-time enables law enforcement to prevent or disrupt crimes and dispatch officers quickly, sometimes even before a call for assistance has been placed. In addition, having trained staff monitor a live feed can provide first responders with information about potential dangers, people of interest, and other circumstances at the scene. Such information can enhance both officer and civilian safety.

LESSON 7. **INTEGRATE CAMERA SYSTEMS WITH EXISTING PRACTICES AND PROCEDURES.**

For more information, refer to the following chapters:

- Chapter 3, Policies
- Chapter 4, Camera Systems
- Chapter 7, Monitoring
- Chapter 8, Investigations
- Chapter 9, Trials

Jurisdictions have employed many different techniques to use cameras in concert with existing policing strategies and practices. For example, one jurisdiction reported focusing patrol efforts in the areas just beyond the view of the camera, enabling officers to anticipate displacement by strategically deploying patrols to areas where criminals are likely to migrate, in order to prevent crime and apprehend perpetrators. Integrating cameras with community policing

strategies may also help cities tailor systems to the particular needs of local neighborhoods. In other situations, police may find it useful to incorporate new tasks into usual routines. In one jurisdiction, police began photographing suspects upon arrest to document their clothing for later comparison to footage of the incident in question. Cities may also find it beneficial to integrate camera systems into their CompStat programs, which use crime statistics to strategically deploy officers and target neighborhood crime. Using portable cameras may be especially useful in this context for following crime hotspots as they emerge and responding to evolving crime patterns.

LESSON 8. **SET AND MANAGE REALISTIC EXPECTATIONS FOR VIDEO FOOTAGE QUALITY.**

For more information, refer to the following chapters:

- Chapter 4, Camera Systems
- Chapter 7, Monitoring
- Chapter 8, Investigations
- Chapter 9, Trials

Even the best public surveillance technology has limitations, and jurisdictions installing systems should take care to manage the expectations of the public, police, attorneys, and other stakeholders. Footage quality may be adversely impacted by darkness, inclement weather, equipment damage, or dirt collecting on the dome or lens of the camera itself. As a result, images can be grainy, cloudy, or otherwise unclear. Furthermore, it is unrealistic to expect that all cameras will be actively monitored at all times, resulting

in cameras operating on preset tours instead. With pre-programmed tours,¹³ cameras may be diverted to another viewable area when an incident occurs and catch little or nothing of the incident itself.

The realities of camera footage contrast sharply with how this technology is portrayed in the popular media. Due to the prevalence of crime and forensics related television shows, practitioners must contend with the unrealistically high expectations jurors and attorneys may have of surveillance systems and other technology. To combat these expectations, practitioners should be educated in how to use and present footage effectively. While the cameras may not capture the incident in full or fine detail, useful information can still be gleaned from the surrounding circumstances and individuals that are captured on camera. That said, cameras should be viewed as a supplement to an investigation rather than as a replacement for other investigative tools.

LESSON 9.

USE SURVEILLANCE SYSTEMS TO COMPLEMENT, BUT NOT REPLACE, ROUTINE POLICING, INVESTIGATIONS, AND LEGAL PRACTICES.

For more information, refer to the following chapters:

- Chapter 7, Monitoring
- Chapter 8, Investigations
- Chapter 9, Trials

Public surveillance systems are useful “eyes on the street,” but they cannot replace patrol officers or investigators. As with other technologies, camera systems are best viewed as tools to support and enhance traditional policing. Cameras typically produce color images, when there is sufficient lighting, and black and white images at night without audio

and often with varying image quality. Alone, these images may mean little. In the hands of trained officers and investigators, however, these images can provide information on people, circumstances, and incidents leading to arrests and prosecutions.

Video offers both officers and investigators the unique ability to see incidents, circumstances, and people of interest with their own eyes. Investigators can use footage to assist them in interviewing witnesses and corroborating stories. Patrol officers, familiar with individuals residing in neighborhoods, may be especially helpful in identifying witnesses, suspects, or victims. The cameras allow police officers to identify the people that were present at the scene of the crime and then use their personal ties with the neighborhood to gain cooperation of those eyewitnesses.

¹³ A camera “tour” is a pre-programmed instruction to the camera indicating which direction, using its pan, tilt, and zoom capabilities, and at what interval, it should record. This pre-determined pattern of movement is used when operators are not viewing the footage in real-time. Though leaving a camera in a fixed position may capture more details if a crime were to be committed in that exact location, a touring camera increases the area being recorded, thereby increasing the probability of capturing a crime committed in its vicinity.

LESSON 10.

INCORPORATE VIDEO EVIDENCE WITH WITNESS TESTIMONY IN COURT.

For more information, refer to the following chapters:

- Chapter 8, Investigations
- Chapter 9, Trials

Video footage can be powerful evidence in court, but it cannot take the place of witness testimony. Attorneys who have used video in courts report that jurors view footage as an unbiased account of the events in question. This perceived reliability can be an asset or a hurdle for attorneys. Footage alone typically does not include audio and could have a poor image quality and presents a completely objective view of what transpired. Nonetheless, most attorneys recommend using any available footage, as the lack of expected footage can be more of a handicap than poor footage. In cities where citizens are aware of the existence of cameras, jurors may expect footage to be presented in a case and mistakenly attribute the lack of it as a lack of evidence overall. Attorneys should learn to manage juror expectations and use the available video footage with traditional witness testimony.

Indeed, witness testimony provides the context that footage alone often lacks. When presenting video footage, a police officer is often required to authenticate and explain events as they unfold. Video footage can also be used to confirm or refute the testimony of individuals at the scene of the incident. Even small details about the scene, timeline, or actions surrounding the incident can be used to create reasonable doubt or bolster witness credibility.

Chapter 2.

What type of planning is needed before implementing a public surveillance system?

Detailed planning is crucial to successfully implementing a useful public surveillance system. Prior to investing in public surveillance technology, jurisdictions should carefully examine their goals, assess their budget, consult relevant stakeholders, anticipate possible public reaction, and review policies and legal implications. Proceeding without first considering these issues impairs the ability of stakeholders to determine the best possible camera system for the jurisdiction and may diminish the utility and functionality of that system in the long term.

Purpose

Clarifying the purpose of the proposed public surveillance system enables stakeholders both to evaluate benefits and to select the best possible complement of technology. Generally, the goal of any camera system is to reduce crime. Placing cameras and reducing local crime increases citizen perceptions of safety within neighborhoods. Furthermore, averting crime precludes resource and psychological costs associated with victimization. Preventing crime saves the jurisdiction the cost of investigating crime, as well as the costs associated with arrest, prosecution, and incarceration. Jurisdictions with clear goals will make more informed decisions about camera type and placement. Different camera technologies are more appropriate for different situations, as discussed in chapter 5 of this guidebook. For example, a covert camera may have less of an impact on street-level crime than a large-sized overt or semi-covert camera with the police emblem and flashing blue lights. The latter will be unhelpful in the course of police sting operations, however. Clarifying the specific goal of each camera allows for a more informed and effective technology investment.

Budgeting

When implementing a public surveillance system, planners should distinguish between two types of anticipated costs: initial startup costs and ongoing costs. Costs will vary by the system selected and the conditions of the existing city infrastructure. Initial costs include expenses such as cameras, software, site preparation, and the installation of either a wired or wireless network to connect the cameras. The ongoing costs of maintenance, utilities, upgrading systems, and monitoring are often overlooked or underestimated by cities implementing surveillance systems.

Initial Costs

The cost of the cameras themselves varies by the quality and features included. A trade-off exists between camera quality and price; public surveillance veterans advise adopting jurisdictions to invest in the highest quality system possible, as poor quality images have limited utility in investigations and court proceedings. When installing cameras, thought should also be given to vandalism prevention techniques, such as bulletproof casings, locked electrical boxes, or enclosing exposed wires with metal casing. While such camera protections will add to the cost of cameras, they are also likely to extend the life of cameras placed in high-crime neighborhoods.

While cameras may each cost several thousand dollars, these costs can be dwarfed by the expenses associated with developing the necessary infrastructure to support a surveillance system. The most significant costs are those associated with creating a network and connecting cameras to a reliable power source. Camera mounting sites, poles, or buildings must have the necessary electrical wiring to power the cameras. If installing cameras on a light pole, for example, the pole will need to be reconfigured to draw power throughout the day rather than only at night. Other infrastructure considerations include the lighting at the site and objects that may block the camera's line of sight, such as plant overgrowth. Depending on the location, the installation of additional street lighting and significant tree pruning may be necessary. For more information on strategic camera placement, refer to chapter 6 of this guidebook.

Another initial cost involves the expense of additional infrastructure expenditures to network the cameras, which enables footage to be seen from a local or central station without physically retrieving the camera hard drive. For a wired network, fiber optic cable must be laid throughout the city to connect cameras to a monitoring site. If using a wireless network, the city must install cameras with a clear line of sight to each other, using the camera's antennae to relay information across the network. These are not concerns for free-standing cameras, though such

INITIAL COSTS

- Camera Purchase and Installation
- Software
- Vandalism Protection
- Connecting to Power Supply
- Wireless/Wired Network Creation
- Site Preparation (lighting, pruning, etc.)
- Labor Costs

cameras have another set of costs associated with retrieving the hard drive from the camera each time an incident occurs. Whether selecting network or freestanding cameras, the jurisdiction must also budget for the appropriate software to monitor or view footage.

Ongoing Costs

Though the initial costs of camera system implementation are high, jurisdictions should not consider a surveillance system a one-time investment. Rather, the system requires constant maintenance, repair, and resources in order to continue operation and yield the greatest benefits. Many costs are routine and easily anticipated, while others require some budgetary flexibility to address. Electricity, data servers, rent and utilities for monitoring facilities and computer equipment fall into the routine category. Similarly, the cameras themselves must periodically be serviced and cleaned. Depending on the type of system implemented, other costs may include personnel for active monitoring, technicians with bucket trucks to retrieve hard drives from stand-alone cameras, wireless antennae realignment, or cable replacement. Ongoing costs are also incurred to cover the salary and benefits of camera monitors.

In addition to these routine and ongoing costs, all camera systems are subject to periodic challenges posed by adverse weather, traffic accidents, vandalism, and foliage overgrowth. Public surveillance cameras have been subject to assaults including spray paint, cut wires, gunshots, and other forms of vandalism. Wireless networks may be especially sensitive to weather conditions and changing site conditions, as they are dependent on a line of sight to connect to the network.¹⁴ Even if not vandalized or damaged in an accident, cameras running on a constant tour may require replacement every 1–5 years as their motors wear out.

ONGOING COSTS

- Camera Cleaning, Repair, and Replacement
- Upgrading Systems
- Regular Site Maintenance
- Accident Repair
- Monitoring Personnel
- Technical Personnel
- Utility Fees

Key Stakeholders

Another aspect of public surveillance system planning involves engaging those who have a vested stake in both the use of cameras and the well being of the community in which they are located. These key stakeholders include public officials, members of the law enforcement community, and local residents. With regard to fundraising and implementation decisions, cities that have implemented surveillance systems have typically relied on a combination of city officials and law enforcement representatives as the primary champions and decision-makers

¹⁴ Several cities use camera systems that require an unobstructed, wireless path between each camera or node. Cameras in these cases not only serve as video recording devices, but are also equipped to be both receivers and transmitters of other cameras' recorded video feeds. Each camera assists in transmitting all recorded data or camera footage between nodes until it reaches a viewing terminal.

for the project. Law enforcement actors likely include the chief of police, district commanders, and information or technical officers; they have made logistical arrangements of camera placement and monitoring, interfaced public surveillance systems with existing law enforcement technology, and established policies and procedures to prevent misuse. Public officials and city representatives who have been involved in other public surveillance implementations include mayors, city administrators, and city council members. These representatives can take responsibility for any necessary legal changes, public relations, and provide an important link to the community.

Community Involvement

Community representatives are equally important stakeholders in the planning and implementation of camera systems. Cities have solicited community involvement by convening public meetings, sending representatives to community meetings, and posting rules to city registers. Members of the community often have mixed reactions to the introduction of a public surveillance system. On the positive side, cities that have implemented surveillance systems have been lobbied by residents in high-crime areas requesting cameras. In one jurisdiction, city council members used their own budgets to purchase cameras demanded by their constituents, since the demand for cameras far exceeded the funds initially allocated by the city. In contrast, citizens and community groups have also raised concerns about civil liberties, racial profiling, and visibility of private homes and property (see **Evaluating Privacy and Civil Liberties** in the next chapter). Jurisdictions must consider the potential negative impact of public surveillance on residents' privacy rights and civil liberties and should design systems to minimize those potential harms. These measures should be fully communicated to citizens through open dialogue that discusses the explicit regulations that will govern camera use. Community education about camera use and efficacy can also raise awareness of the potential public safety benefits of cameras. Such education can take the form of media awareness campaigns, open hearings, and sending representatives such as uniformed officers to discuss cameras at neighborhood meetings. Signage can also play a role in informing the community of the presence and purpose of cameras in their neighborhoods.

They [CCTV cameras] show the community that we will use every available resource to stop crime.

Public Official, Camera Implementation Site

Legal Consultation

Legal counsel should be involved early in the planning stages of surveillance system implementation to review existing surveillance laws, address legal issues as they arise, and work with stakeholders to draft new regulations as necessary. Some legal issues to consider include legal viewing areas, the rights of people in public and private areas, and any existing state or local laws regarding surveillance. Special consideration should also be paid to the First and Fourth Amendment rights to freedom of speech, freedom of press, freedom of assembly, freedom of religion, freedom to petition the government, and protection from unreasonable searches and seizures. These concerns are addressed more fully in chapter 3 of this guidebook.

Sound and prudent plans for surveillance systems require the anticipation and valuation of both one-time and ongoing costs and the involvement of both city decision-makers and those most likely to be affected by camera implementation. Considering and planning for these factors will make a city well positioned to yield the greatest possible impact from its camera investment.

Chapter 3.

What policies and procedures should be considered prior to implementation?

Policies that bear consideration prior to camera installation fall into two categories: protecting civil rights and ensuring the credibility of footage collected. Surveillance, even in public areas, raises several constitutional concerns, including privacy, anonymity, and equal protection under the law. Jurisdictions have addressed these concerns through a variety of policies aimed at narrowing camera viewsheds, establishing monitoring procedures, and regulating footage use. In order to ensure that footage collected is valuable for prosecutions and investigations alike, policies to prevent tampering should also be established before implementing the surveillance system. This chapter of the guidebook is not designed to replace legal counsel, which is highly recommended when addressing such policies. Rather, it is designed to provide an overview of the legal and civil rights issues camera system implementers should consider.

Legal and Civil Rights

When planning the installation of a camera monitoring system, it is important to consider the constitutional implications of surveillance, most notably those arising from the First, Fourth, Fifth, and Fourteenth Amendments. Within the context of a surveillance camera system, these Amendments require camera implementers to consider issues of privacy, anonymity, and equal protection under the law.

The First and Fourth Amendments, taken together, provide individuals with the right to privacy; this right needs to be considered in developing monitoring and storage policies. The First Amendment protects the right of individuals to freely associate and express ideas either verbally or in written form. The Fourth Amendment protects individuals from unreasonable searches and seizures. Locations and contexts for which there can be a reasonable expectation of privacy are often disputed. While no courts have ruled that public surveillance on public

property constitutes an unreasonable search, the Supreme Court has made two relevant rulings about privacy.¹⁵ First, individuals have the right to act anonymously when exercising their first Amendment rights to free association and expression. Second, policies that discourage people from exercising these rights may be struck down.¹⁶

A comprehensive public surveillance system has the potential to infringe upon these rights in several ways. Footage establishes an extensive record of the associations, speech, and reading material of individuals within the camera's sight. If footage is not properly regulated and securely stored, this information could be used to infringe on an individual's ability to act anonymously, a right that dovetails with consumer protections against publishing places of patronage.¹⁷

Concerns surrounding private property stem primarily from Fourth Amendment rights. Due to the typical height and location of camera placements, viewsheds can easily overlap with private property. This can become a problem if cameras are able to view things not normally in plain sight, and thus protected from warrantless search. For example, a camera may be able to view into a second story window, an area normally out of view to police or other observers.

The Fifth and Fourteenth Amendments establish the right to due process, or fundamental fairness and equal application of law. To prevent conflict with these Amendments, monitors and stakeholders should ensure that surveillance is not conducted in an unequal or discriminatory manner. Protections should be put in place to ensure that monitoring efforts do not focus unduly on certain groups or individuals on the basis of race, gender, religion, or sexual orientation.

Protecting Civil Liberties

Given the importance of safeguarding these constitutional rights, jurisdictions should establish guidelines, policies, and procedures prior to the implementation of a camera system to ensure that the constitutional concerns are addressed and individual rights are adequately protected. Such protections should be considered for three aspects of the surveillance system: camera installation, monitoring, and footage use.

When installing cameras, steps can be taken to protect privacy by masking inappropriate views

POLICY ISSUES TO CONSIDER

- Protecting Anonymity and Personal Privacy
- Respecting Private Property
- Preventing Discrimination
- Providing Training and Supervision to Monitors
- Ensuring Evidence Quality and Integrity

15 The Constitution Project. 2007. Guidelines for Public Video Surveillance: A Guide to Protecting Communities and Preserving Civil Liberties.

16 Ibid.

17 Ibid

such as yards or second story windows. This can be achieved manually by situating the camera so that it cannot physically pan in the direction that should be prohibited. With the right software, camera tours can also be programmed to avoid panning toward private areas or digitally blur selected areas. In the absence of these measures, which may be constrained by financial or logistical limitations, most jurisdictions rely upon stringent monitoring policies.

Regulating monitoring practices through training and supervision is a critical component of protecting civil liberties. Training serves to raise monitors' awareness of civil liberties while also instructing them on prohibited behavior. Both the type and degree of training required may depend on the background of monitors, as a sworn officer is likely to have a background in civil liberties while a civilian may not. Jurisdictions may also include training on identifying suspicious behavior in order to prevent monitors from relying on profiling as a proxy for suspicion. A second strategy to ensure that monitors adhere to standards of privacy, anonymity, and equal protection is to require supervision in the form of a ranking officer, formal supervisor, or the presence of other monitors. The notable tradeoff is that more supervision requires additional resources in the form of labor costs.

In addition to monitoring practices, written, publically accessible policies should be developed to address how and under what circumstances footage obtained from surveillance cameras can be used, and what the disciplinary consequences are for misuse. Establishing clear guidelines may alleviate public concern and establish a clear role for camera footage in investigations. Questions to address include whether and in what form the footage can be released to the public or the media, and whether the footage can be distributed internally for informational or training purposes. Such guidelines should also address the data retention policies associated with historical video footage in order to limit the potential for abuse through fishing expeditions of footage databases and the development of digital dossiers on individuals that are not based on probable cause or reasonable suspicion.

Ensuring Evidentiary Integrity

Equally important to the civil liberty considerations that public surveillance systems present are those pertaining to the integrity of the video footage that such systems produce. The value of a camera system is limited if footage cannot be shown to be accurate, reliable, and admissible in court. Some jurisdictions have found it helpful to develop specific procedures to augment the effectiveness and credibility of camera evidence. Such practices include noting camera presence when police first arrive at a crime scene and photographing arrestees to record the clothing they are wearing to increase the ability to identify them in video footage. Ensuring a reliable chain of custody protects footage from both actual tampering and unfounded accusations of tampering. Attention should also be paid to electronic trails such as encryptions, authenticity certificates, and time stamping, which provide additional assurance that footage has not been altered.

Taking civil liberty and evidentiary concerns into account prior to camera installation can preempt or minimize legal challenges. By establishing clear guidelines for footage storage and use, such as those discussed in chapters 8 and 9 of this guidebook, jurisdictions can ensure that any evidence collected is admissible in court. Discussing civil liberties early may have the additional benefit of bolstering public support for a surveillance system and alleviating community concerns of misuse. When drafting regulations, jurisdictions should keep in mind that restrictions on how footage is used may also limit its utility for police, investigators, defense attorneys, and prosecutors. Each jurisdiction that uses public surveillance must determine its own balance of regulation and utility, based on its local context.

For all of these privacy and civil liberties safeguards, it is important for jurisdictions to document policies and practices in written form and make them publically accessible. Doing so will hold camera users accountable, while assuring the public that the policies exist and will be followed. Such written policies should also include information regarding the consequences associated with misuse of cameras by both sworn and civilian personnel. For guidance in designing written guidelines for public surveillance systems, see The Constitution Project's Guidelines for Public Video Surveillance at <http://www.constitutionproject.org/manage/file/54.pdf>. Readers may also wish to review the well-documented policies developed by the Metropolitan Police Department at <http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=24-25>.

Chapter 4.

Which camera system is the best for public spaces?

When deciding to implement a camera system, one of the many questions facing city stakeholders is what type of camera to employ. While technology is constantly changing, an array of options already exists. For example, one study site that had used public surveillance cameras for several years had already matured through a number of phases of camera models. During initial discussions and implementation plans, stakeholders should assess their current needs and where this camera program fits in their overall crime-fighting strategy; certain models may be more applicable to serving these needs than others.

Fixed-View, Stand-Alone Cameras

The most basic camera type is one designed to be fixed to a pole or other structure, with no ability to pan, tilt, or zoom (PTZ). These cameras record a single view and the most rudimentary among them has a stand-alone hard drive that can be set to over-write its contents when it becomes full. If an investigator needs to review a camera's footage, however, a technician would be required to manually switch out the hard drive for the camera location and download its contents before the investigator could view it. As police are using this model less frequently for crime control purposes, it is quickly losing ground to its successors, for which pan, tilt, zoom possibilities are standard and the ability to transfer video wirelessly across an encrypted network is commonplace.

PTZ Cameras

The stand-alone, fixed-view camera is deficient in a number of ways, the first being its inability to move. A camera needs to be able to move left, right, up, and down in order to record crimes as they are being committed. Urban centers are known for constant locomotion; a camera lacking any ability for motion reduces law enforcement's ability to capture wrong-doers; pan, tilt, zoom (PTZ) cameras were developed to address this mobility problem. Depending on

how they are mounted, these cameras can rotate nearly 360 degrees in any direction; in some cases, multiple lenses within a single camera provide images from more than one direction at once. PTZ cameras are programmed with a touring sequence that pans the camera and periodically zooms in and out as it is recording. When compared to the recording abilities of fixed-sight cameras, PTZ cameras afford a much higher likelihood of capturing a crime, provided it transpires near the camera location. Though clearly an upgrade, PTZ cameras may prove even more valuable when multiple cameras are linked through a network. In addition, when teamed with 911 communications centers, PTZ cameras can be switched from passive to active when a crime in progress call is received. This enables communications personnel to view where police have been dispatched to respond.

Network Cameras

Networking cameras can accomplish multiple goals. They solve the problem of the stand-alone hard drive in that networking allows cameras to send footage to an external terminal where it can be viewed both in previously-recorded video and live footage. In the network, not only do the cameras record, they also serve as a relay, transmitting video from one camera to another until it reaches a camera that is connected to a terminal in the network web. Cameras are linked in one of two ways: wired or wireless transmissions. When cameras are connected to each other via wires, high-speed fiber optic cables are used. The information from one camera is sent to another camera or to the terminal if the camera is directly wired to it. The benefit to wired-cameras is that there is a dedicated line between the two units. However, if this line is severed and no other lines exist, the cameras will not be able to transmit. Wireless technology helps to solve this problem by removing the need for wires in order to transmit information. Instead, cameras contain antennae that send the information via radio waves to each other or the main terminal station. Their benefit manifests itself in lower costs because a fiber optic network doesn't need to be built.



Source: Urban Institute. Representation of camera network.

In a wired system, when one fails, it incapacitates any other cameras with which it is linked. By removing wires, wireless cameras can transmit to any other cameras that are within its range; creating a redundant network that provides several avenues for information to arrive at its destination, and improving a camera system's ability to successfully transmit video to a terminal. Networking cameras provides a jurisdiction with the opportunity to view previously-recorded footage, within a specific timeframe, or real-time footage of any camera at any moment. Stand-alone cameras, on the other hand, do not allow for the real-time viewing of multiple cameras, and require a technician to retrieve the hard drive. The ability to view what the camera is seeing

as it is happening is essential to implementing active monitoring into a city's public surveillance system. A significant downside to wireless networking is the fragility of the transmission bridge; absent ongoing maintenance, transmission can become inoperable due to age, weather, or vandalism.

POD Cameras

Another camera available to most cities implementing a public surveillance system is the Portable Observation Device (POD). As the name implies, these cameras are designed to be mobile, allowing for law enforcement to change the camera's location as crime or resources dictate. Within the POD category of cameras, there are sub-categories, each of which has varying levels of ease in portability. One type of POD is large and highly overt as it can display the police department's emblem as well as flashing lights. These cameras are wireless and contain their electronics within a bullet- and tamper-resistant casing, which adds to the overt nature of the POD. This particular type of camera, while portable, is more cumbersome to move than most other PODs. Other, smaller versions of POD cameras have separate electronics units. These models offer increased flexibility in camera placement, as the smaller stand-alone camera can be mounted in areas that would not be possible if it was connected to the larger unit, such as on a police squad car or dashboard. Similar to the aforementioned POD, the camera and/or unit can display the department's emblem and flashing lights. There are additional POD models significantly smaller in size and designed primarily for covert surveillance. Even if their use is not covert in nature, the smaller size of the camera and electronics unit is more versatile in placement when compared to the other two POD models described above.

Camera Hardening

Regardless of camera type, physical protection—often referred to as “hardening”—can shield cameras and electronic equipment from vandalism and the elements, which is critical to a camera's continued operation. Camera hardening involves protecting all aspects of the camera, including the lenses and electronic conduits. Indeed, there are several different ways to incapacitate a camera's ability to record unless proper steps are taken. In one city, for example, the initial camera installation involved enclosing the camera in a bullet-resistant casing, yet foregoing protection of the electronics conduit, which brings electricity to the camera. Instead of using a metal covering and lock to secure the wires, they were merely wrapped with electrical tape. Vandals soon exploited this vulnerability by cutting the wires, rendering the camera inoperable. While this was a relatively simple fix, it underscores the importance of protecting all components of the camera system. For example, many jurisdictions reported that vandals have spray-painted the domes covering the cameras, thus obstructing anything the cameras may be able to record. To combat this, several camera manufactures have produced domes made of materials that prevent spray-paint from drying. While the paint will still cover the dome and

affect its ability to view and record, the maintenance time and costs are significantly reduced to reinstate the camera into full use.

Signage and Lights

The key purpose of camera signage and lights is to advertise the camera's presence, enhancing its prevention and deterrence value. Prominent signs and flashing lights remind would-be criminals that there is a camera in the area that could potentially record any illegal activities they might attempt. Regardless of whether or not a monitor is actually viewing the cameras, the mere potential that someone might be watching should serve as a deterrent.

In addition to crime prevention, lights and signs help advertise the presence of cameras to law-abiding citizens as well. One of the major concerns the public has with the implementation of a public surveillance system is the potential for the technology to infringe upon their right to privacy. While the cameras are placed in public settings and thus no legal protections to privacy exist, many citizens remain uncomfortable with the idea of being video recorded. In the absence of knowledge about where cameras are located, they may perceive that they are always being recorded. By affixing signs and flashing lights to cameras, the municipality is identifying that cameras are in the area and that a person's actions could potentially be recorded. Additionally, the signs and lights remind both law-abiding citizens and potential criminals that the police have a presence and are engaged in ensuring their safety.¹⁸

Visibility

In terms of camera visibility, law enforcement may choose among overt, semi-overt, and covert camera options, depending upon need and intended impact. Police typically employ highly visible cameras for their deterrent effect and the fact that they symbolize the city's commitment to the safety and security of the public. These cameras are the ones most likely to have signs, police emblems, and flashing lights.

Semi-overt cameras are often smaller and may have some but not typically all of the features of an overt camera, such as signs but no lights. For example, a camera lacking signs and lights may be used in lieu of its more overt counterpart because of its proximity to residences. Neighborhood cameras have become commonplace as part of one city's surveillance system, but residents have complained at times that the cameras are too visible; they may drive down property values by advertising the area as "crime-ridden" and the lights in particular may disturb people in their homes. Reducing the size and removing the lights from these cameras allows them to reflect a law enforcement presence without affecting the quality of life of residents.

¹⁸ Alternatively, well-advertised cameras may increase citizens' expectations that law enforcement is available to intervene on the spot.

The security context and environment in which a camera is located may dictate whether an overt or semi-overt camera is more desirable. Much of the size of a surveillance camera is associated with the hardened, bullet-resistant casing that encloses the camera. If a camera is not easily accessible to vandals due to its height or other safety measures, then such precautions may not be warranted and a smaller, more compact camera is appropriate. In these instances, the camera may be less overt, but the inclusion of a flashing light or police emblem could easily add to its visibility.

Covert cameras can be roughly the same size as semi-covert cameras; however, they are generally black and lack signs, emblems, or flashing lights. While they can be seen were someone to know their location and be looking closely for them, their size and ability to blend into the surrounding makes them much less visible than their overt and semi-overt alternatives. Additionally, covert cameras can be disguised as a different, less obstructive item such as a light or smoke detector. The covert cameras are typically employed in homeland security activities, specifically to monitor and guard against terrorist activities.

Which camera system package is best?

Camera system packages can be configured to accommodate a variety of camera models and options. Decisions guiding the choice of camera systems are typically guided by the intended use of the system and are often restricted by budgetary limits. Nevertheless, most agencies opt for hardened cameras that have lights and signs. A wireless network, in comparison to one that is wired, provides redundancy and often costs less to install; wired networks require a commitment to building an entire infrastructure of wires if one does not exist already. Finally, cameras that have lights and signs provide for the possibility of deterrence that covert cameras, by design, will not deliver.

When making a purchasing decision, a city does not have to commit itself to a single type of camera model with a standard set of options. It is possible to network a variety of camera models, each having different options. However, this approach creates challenges, in that different camera models employ different encryption methods for securing data transmitted along the network, because the receiving terminal must be able to decrypt the information in order to see the footage. Employing a variety of camera models requires a system capable of decrypting the information in each of these various forms to ensure that all footage can be easily monitored. Cities intending to purchase a mixture of PTZ and fixed-site, overt and covert cameras, should therefore be prepared to ask additional questions of the camera provider and gain assurances that the cameras and network components are fully interoperable.

Chapter 5.

What technology might integrate well with a public surveillance system?

After a city decides to implement a camera system as part of its crime-control strategy, jurisdictions also have the opportunity to integrate this technology with other extant devices. Doing so may enhance crime prevention and investigation abilities in areas where they are implemented. This chapter discusses gunshot detection, license plate recognition, facial recognition, and video analytics technologies, describing each technology, illustrating how it can be integrated with a public surveillance system, and discussing its potential to improve crime prevention and response capabilities.

Gunshot Detection Systems

Gunshot detection systems (GDS) employ acoustic sensors, which are installed throughout a given geographic location in order to provide real-time alerts to law enforcement about the time and location of fired weapons. Each acoustic sensor is connected to a larger system which serves to network all of them together. These sensors scan sounds in the surrounding area, discerning whether a sound is a gunshot by comparing incoming sounds to a set threshold. If a sound is flagged as a possible gunshot, the sensor triggers the software to compare the wavelength and other factors, which help determine whether it is likely that it was a fired gun producing the sound instead of something with a similar sound, such as an engine backfire. If an incident passes this next level of review, the system analyzes other area sensors to confirm whether they too encountered wavelengths of that type near the time the initial sensor reports it occurred. If, upon accessing other sensors, they too report the same wavelength and deem it likely to be a fired gun, the system begins analyzing the times each sensor reports the sound and the strength of the wavelength, among other factors. These elements allow the system to triangulate the location of the gunshot within seconds of it taking place.

Each type and model of gun produces different sounds and wavelengths, and gunshot detection systems are better able to identify some over others. For example, Watkins et al. (2002) found in their evaluation that the system was best able to identify a fired shotgun, followed by a pistol, and was least effective in identifying gunfire from an automatic rifle. Gunshot detection systems, however, have made several advances since the release of that report, and they are designed to be adaptive. Because the sensors are continuously recording, technicians can analyze what sounds and wavelengths a given sensor documented when law enforcement confirms a gun was fired. If the sensors did not identify the incident as such, the system can be updated to correctly classify future wavelengths as gunfire.

GDS can be paired with other complementary technologies, such as crime-mapping software. By integrating GDS technology with crime mapping, officers are able to know the specific neighborhood and even the specific block where the gun was fired. Several jurisdictions and municipalities have taken a next step and incorporated gunshot detection systems as part of their Computer-Aided Dispatch (CAD) systems. This enables law enforcement dispatchers to see both where a gun was fired and what units are best able to respond to the scene; this often includes not only officers but emergency medical services as well.

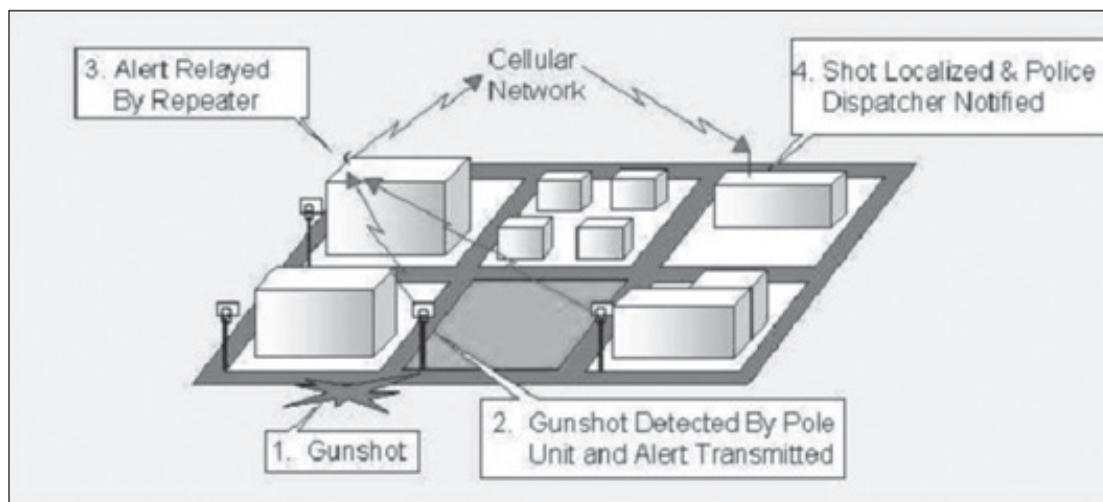


Figure 1. Model of Gunshot Detection Process¹⁹

Camera surveillance offers many advantages as a stand-alone tool, but incorporating the power of gunshot detection with it is a logical next step. For example, by incorporating GDS with surveillance cameras, when a gunshot is detected, it may trigger a passive camera to point in the direction of the shot or send a signal to an active monitor to “zero in” on the source or location

¹⁹ Litch, M., M. Calhoon, P. Scharf, et al. 2006. “Operational Outcomes of the SECURES® Urban Gunshot Detection Technology for Law Enforcement Crime Intervention Strategies and Force Protection.” Proceedings of SPIE 6201(62011R): 1–11.

of the detected gunfire. For the purposes of integration with camera surveillance specifically, GDS technology would act as an alert mechanism, assisting both passive and active monitoring approaches in identifying and capturing crimes that may have otherwise gone unnoticed.

License Plate Recognition

A License Plate Recognition (LPR) system does exactly what the name suggests: it is able to scan license plates on vehicles—even those moving at high speeds—and check the plates against state and federal databases to determine if the car was reported stolen or if the driver has any tickets or outstanding warrants. Though there are a variety of vendors selling various models, most LPR systems employ one or more cameras mounted on or in a police vehicle. For those models utilizing multiple cameras, the preferred placement is on the light bar across the roof of the car. These cameras link to the police cruiser's computer and display images on the computer's screen. If more than one camera is being utilized, a split-screen display is used to show two vehicles at a time. The cameras often have more than one mode, such as regular color capture as well as infrared (for use at night); some have other settings such as multiple pictures using varying shutter speeds and anti-glare features to combat the weather and other elements that may inhibit the system's ability to read and process the license plate. These systems have the ability to scan in excess of 3,000 plates in a given patrol shift, whereas the average officer checking manually may only be able to process 100–200 license plates per shift.²⁰

While the license plate images are being displayed on the screen, they are simultaneously being compared against databases to which the system has access. For example, the images could be run through a database containing all locally stolen vehicles, vehicles wanted because of their use in the commission of a crime, vehicles with warrants issued for the owner of the vehicle, and any other state or federal databases that the system has access to as well. During the course of its scanning, if a license plate image generates a match, the system can inform the officer visually on the screen and audibly as well. The in-car system also provides the user with the ability to manually key-in observations about the vehicle in question. These notes, as well as the information usually maintained after a license plate scan, are kept in the computer's database for a predetermined number of days (approximately 10 days on average), and are also transmitted to a larger database housed in police departments for indefinite storage. Similar technology is implemented at highway tolls and pay-to-park lots to identify motorists who try to proceed without paying the designated fee. The success of a system such as this, however, is largely based on the database against which the image is being compared. Without a robust collection of license plate numbers, the ability to scan a license plate in real-time does not add much value; being able to access information about that license plate number, the vehicle, and its owner by comparing it to a database is what truly provides the value to this system.

²⁰ City of Chicago, 2007. "Staying Ahead of the Curve." Technology Update. Information Services Division, Bureau of Administrative Services, Department of Police, City of Chicago, Summer.

This type of technology offers many opportunities to law enforcement. First, it allows officers to learn in real-time whether there are outstanding tickets or warrants associated with the vehicle or the vehicle's owner, or if it has been reported stolen or used in the commission of a crime. The ability to access all of the other previous scans of the license plate enables officers to discern if the plates had been switched from a previous vehicle. This may indicate that the plates were stolen or that some other illegal activity has taken place, thus necessitating further inquiry. In terms of investigating or prosecuting a crime, LPR technology can aid in verifying or refuting a suspect's alibi, or in confirming the location of a suspect's vehicle at the time an incident took place.

Integrating LPR technology with a public surveillance system can yield additional benefits. Personnel engaged in active monitoring have reported that one of the first things they look for when viewing a camera, besides the faces of suspects or suspicious individuals, is the license plates of the vehicles that suspects are operating. By focusing the camera on the license plate, investigators reviewing the footage later will be able to access information about the vehicle and its owner. Joining public surveillance with LPR technology provides for a more automated approach. Just like officers driving a patrol cruiser equipped with cameras to automatically identify, focus on, and capture an image of a vehicle license plate, surveillance cameras that are being actively or passively monitored could be programmed to execute a similar process. During the course of a monitor's active surveillance or an automated camera's pre-programmed tour, a subsystem could be in place that captures images of any license plates it encounters and then compares them against specified databases as described above. In its current form, because license plate recognition systems are usually attached to police cruisers, suspects may attempt to elude detection. Incorporating this technology into a surveillance camera system, which is less noticeable than police cruisers, may increase its effectiveness compared to its use as a stand-alone technology.

Facial Recognition

As with license plate recognition systems, the power of facial recognition systems rests with an underlying database from which a unit scanning an image in real-time can compare it to in order to relay important information to law enforcement. Facial recognition technology²¹ captures images continuously, and transmits those images to a computer using a pre-programmed algorithm that matches the image to a face in the database. The camera's software is programmed to identify eyes, nose, mouth, and/or ears, due to their relatively stable distance away from each other, and these combined data points are flagged as an image of a face. After this process, the face—a set of landmarks at given distances away from each other—is scanned into a database containing facial images of known criminals. When scanning the database, the computer is

21 Woodward, J., C. Horn, J. Gatune, and A. Thomas. 2003. "Biometrics: A Look at Facial Recognition." Documented Briefing prepared for the Virginia State Crime Commission.

attempting to match the suspect landmarks to the known. If the computer declares a match, officers in the area can be dispatched to confirm the match as well as question the suspect further. If, upon detaining the suspect, it is determined that the match was made incorrectly, the program is adaptable. Thus, each incorrect match helps refine the system for its next use with the purpose of reducing the instances of incorrect identification in the future.

While such technology is compelling in theory, it is not currently refined enough for use in mainstream police departments. However, the National Institute of Science and Technology has been conducting yearly evaluations of algorithms and systems working on face recognition technology as well as iris scanning and recognition to assess the current state of the science in this area. As of 2006, facial recognition systems outperformed humans conducting the evaluation manually under a variety of illumination settings and facial positions, given an error rate of 0.05.²² Currently, however, facial recognition could only be instituted if all images were taken in a controlled setting, with ideal lighting and a full facial image of the subject. This limitation, combined with the challenges of developing a robust database of facial images of known suspects, may render the technology inappropriate for adoption at this time.

In the future, however, partnering facial recognition systems with a city's public surveillance cameras seems logical. The cameras could be integrated with software enabling facial scanning while the camera is recording in both active and passive modes. By using an automated algorithm for facial recognition, human interaction with this process could be limited, enabling a monitor to focus on real-time activity while faces were being compared to a database to look for warrants or other flags which would suggest an officer should be dispatched to investigate further. Given the potential for merging these technologies within a single unit, facial recognition technology holds promise for providing added value to both proactive and reactive crime surveillance. Such a system could alert police to the location of a person of interest, provide monitors with information that may compel them to view one camera in favor of another, and assist investigators and prosecutors in confirming or disproving alibis. Though this technology does have potential, advancements in both image capture and processing, in addition to the creation of a robust, searchable database, must be made before this is a viable system for cities to consider integrating into its camera system.

Video Analytics

Video analytic technology,²³ unlike the technologies discussed above, is not its own stand-alone system; instead, it is software that reviews and processes information, and is able to flag events or alert users when it encounters an item that it was previously programmed to identify.

22 Phillips, P. J., W. T. Scruggs, A. J. O'Toole, P. J. Flynn et al., 2007. FRVT 2006 and ICE 2006 Large-Scale Results. U.S. Department of Commerce, National Institute of Science and Technology.

23 Hampapur, Arun, Lisa Brown, Jonathan Connell, et al. 2005. "Smart Video Surveillance, Exploring the concept of multiscale spatiotemporal tracking." IEEE Signal Processing Magazine 22(2): 38–51.

For example, the automated component in license plate recognition utilizes a type of video analytics. The software is programmed to scan images, searching for license plates. The system identifies what a license plate “is” through front-end programming of spatial references and other factors. This is similar to the discussion above regarding facial recognition; the distance between the ears, nose, mouth, and eyes are used as data points in an algorithm to determine the “face.” These coordinates can then be compared against coordinates in a database to find a match. Video analytics software would automatically extract these data points and by design scan them in the database.

Video analytics, especially when coupled with surveillance cameras, can potentially support a variety of law enforcement activities. Among them are tracking of movement in areas restricted by police; detecting moved objects, which may indicate a theft has taken place, or the converse; detecting the addition of an object, which could be an abandoned object containing an explosive or other device; and identifying a shooting based on the muzzle-flash emitted by a firearm.

Such a technology may enhance both passive and active monitoring activities. Even among jurisdictions that engage in active monitoring, there are countless hours of activity that go unmonitored, and in passive monitoring jurisdictions, even more footage goes unwatched. Unless there is a crime reported in the area, it is unlikely that anyone would spend precious resources reviewing this footage. By using video analytics, however, the review process could be automated and would require human intervention for only those items in which the user-defined parameters resulted in an incident being flagged. In this manner, crimes that may have gone unreported as well as other activity of interest to law enforcement --would become known to police whereas without video analytics, that information would not be culled.

With the exception of license plate recognition systems, very few jurisdictions in the United States currently have video analytic systems integrated with other law enforcement technologies that they might use. And while some cities in the UK have incorporated video analytics with surveillance cameras, there are no rigorous evaluations in the published literature.

A wide array of current and emerging technologies are available to agencies interested in enhancing the capabilities of their public surveillance systems. While many of these tools can be used in a stand-alone fashion, it appears evident that packaging them into one unit can yield benefits beyond increasing the efficiency of any one product. The promise of such integrated technology may benefit jurisdictions interested primarily in one component but attracted by the benefits of complementary technologies as well. Additional efforts to research and develop these systems have the potential to add vastly to the crime control and prevention measures already at the disposal of law enforcement.

Chapter 6.

Where should the cameras be located?

Before deciding where cameras should be installed, several steps should have already been completed. First, city stakeholders should assess their city's needs, deciding how surveillance cameras will be introduced into the police department's overall crime-control strategy. Reviewing existing policing strategies, such as CompStat, and visiting cities that have already adopted the technology may assist with informing this decision. The second critical consideration is the type of camera that the city will employ. As discussed in chapters 4 and 5, a variety of camera types exist, each with unique configurations, which when used alone or in concert with other crime-fighting technologies, can help support law enforcement. Given the type of camera and the supporting technologies, if any, that will be utilized with the cameras, stakeholders can then turn to the question of where the cameras will be installed. Several factors will influence this decision, including assessing what areas would benefit most from cameras and determining whether the physical locations of proposed camera sites have the properties necessary to support the cameras. It is important to weigh many criteria—including the mounting location, maximizing the camera viewshed while minimizing overlap, privacy considerations, and weather issues—when determining a camera's installation location.

Camera Placement Considerations

In order to make an educated decision about where to install cameras, one must first determine how many cameras the city would need in order to serve its law enforcement purpose, and how many it can afford to purchase, install, and maintain. The availability of resources may affect a city's ability to enact a strategy in the way in which it initially intends. Adding enough cameras to survey every area of a city, for example, would be highly resource-intensive and difficult for most cities to implement. This does not, however, preclude a city with limited resources from using a select number of cameras to reduce crime. What these limitations do is force critical thinking of the city's problems, various strategies that would help combat them, and creative ways in which surveillance cameras can enhance these strategies. These considerations should be deliberated in the context of alternative options to cameras, such as adding more officers on

the street. Many city stakeholders choose to install cameras because they feel that they have an identified high-crime area and their main goal is to reduce victimizations in a specific location. Effective deployment of surveillance cameras requires additional information. Is the crime concentrated in a few select areas of the city? Are some crime types more prevalent than others? Do some crime concentrations affect citizen's perceptions of safety more than others? Are there other critical or vulnerable areas of the city that are not necessarily affected by crime, but nonetheless may be important enough to dispatch additional surveillance for security reasons (e.g., downtown or entertainment districts, or areas bordering college campuses)?

In mostly every city, crime is not equally distributed across the jurisdictions, so it is not typically necessary to completely saturate the entire city. It may be sufficient to install cameras only in neighborhood(s) or district(s) experiencing specific crime problems. By mapping historical crime data in the city, stakeholders may find that the purchase and strategic installation of a small number of cameras can provide added value without incurring the enormous expense of purchasing cameras city-wide. Placing cameras in these crime hotspots, and integrating them with the patrol tactics and other law enforcement strategies, yield benefits while minimizing camera expenses.

In some cases placement is not dictated by overall crime concentrations, but rather by specific crime problems. These problems, such as motor vehicle theft, can still be identified by mapping specific crime types and identifying their location. In a city where drug crimes—particularly dealing and use in public areas—are rampant, cameras could play a crucial role. For example, installing cameras in locations with known narcotics activities enables police to record activity and dispatch officers as an incident in progress is recorded, as well as use the camera in pre-planned drug busts and other such uses.

While the actual risks to citizens' safety are of top concern to city administrators, they must also be cognizant of the citizens' perceptions of safety. One common concern of installing crime cameras or changing patrol beats is that it will displace or shift the crime elsewhere. Residents in an area without cameras that is adjacent to an area with cameras may fear that the technology will push crime into their neighborhood. The potential for crime displacement due to cameras is real, and should be considered by law enforcement prior to camera installation in order to modify patrol practices to minimize the possibility. Stakeholders should be cognizant of these concerns and proactively engage with residents about the steps law enforcement are

QUESTIONS TO CONSIDER BEFORE DEPLOYING A SURVEILLANCE SYSTEM

- Is crime concentrated in a few select areas of the city?
- Are some crimes more prevalent than others?
- Do some crime concentrations affect citizens' perceptions of safety more than others?
- Are there other critical or vulnerable areas of the city that are not necessarily affected by crime, but nonetheless are important enough to dispatch additional surveillance for security reasons (e.g. downtown or entertainment districts, or areas bordering college campuses)?

taking to prevent such an occurrence. Public reaction can push the other way as well; there may be instances where crime is high enough to warrant placement in an area but the community is opposed to installation. Some residents fear that cameras, and their associated signs and/or lights, mark the community as a high-crime area and would thus lower property values. Others find them unattractive and thus oppose their installation due to aesthetic reasons (See “Community Involvement” in chapter 2).

Within cities, there may be areas of such critical importance or areas that have particular vulnerabilities such that implementing camera surveillance may be an attractive strategy—even if there is not a demonstrated crime problem in that area, but that increases in crime are anticipated in the absence of proactive law enforcement strategies. For example, the erection of a new retail area may merit installation of cameras in an effort to prevent crimes that are likely to occur in their absence. Additionally, locations that present homeland security risks are also important to consider when developing a city’s camera placement strategy. Cameras have been installed in and around likely targets for terrorism, such as subways and notable landmarks or monuments, which can aid law enforcement in identifying suspicious behavior. The potential utility of cameras for this purpose has led many metropolitan areas to include cameras in their terrorism preparedness strategies.

Physical Location Attributes

After determining the number of cameras needed and their general locations, there are a variety of factors to consider regarding the exact physical location of where each camera will be placed. Each location should be surveyed to discern:

- Whether there are any pre-existing objects to which the camera may be mounted;
- How electricity will be routed to power the camera;
- Whether there is anything that might obstruct the camera’s view and how that can be removed;
- What the final viewshed of each camera would be; and
- How natural elements might affect the performance of a camera.

Each of these criteria should be considered carefully prior to camera installation.

PHYSICAL ATTRIBUTES TO CONSIDER

- Is there a pre-existing object to which the camera can be mounted?
- Are there objects obstructing the camera’s view that will need to be removed?
- How will electricity be run to this location?
- If the camera is able to view private areas, how will individuals’ privacy rights be ensured?
- If the camera is exposed to the elements, how might that affect its operation and longevity?

Mounting Location

While installing a camera may appear straightforward, several considerations need to be addressed at the outset. To install a camera, it must be mounted to an object that is both sturdy enough to support the weight of the object and high enough to provide the camera with the proper viewshed needed to observe and record activity. In an ideal situation, there is a pre-existing, city-owned pole (such as a traffic light pole) on which the camera can be mounted. When such a pole is not available, a utility pole is often an alternative option. This is less appealing, however, because it requires the city to negotiate a leasing agreement to use the pole for that purpose. This approach does help prevent a larger construction effort to install such an object were it not already in place, however. Before installing the pole, workers may need to survey the ground where the pole would be placed to ensure it would not disrupt power, phone, or internet lines as well as piping and other public works items that could potentially be beneath the ground. Due to the costs of this option, it is typically the least desirable course of action.

When considering existing poles or the installation of a new one, it is important to determine whether the existing pole already has electricity running to it and if not, if it is feasible to install an electrical conduit to it. While many camera models do have batteries, they are reserved for use in the event of a power outage only. To power the camera and maintain its ability to send and receive information to the network on a continual basis necessitates a dedicated line of electricity. This electrical source must be adequately protected from vandals, who may attempt to cut the wiring or deface the camera in some way; protective boxes and locks may be a suitable option for cities attempting to restrict such access. In addition, to facilitate standard maintenance and repairs as needed, electrical conduits should be installed in an accessible location for technicians to use. Indeed, considering how to power and protect the complementary camera items can be just as important to ensuring the proper and continued functioning of the cameras themselves, and thus should not be overlooked when surveying potential camera installation locations.

Ensuring Maximal Viewshed

Another important consideration regarding camera placement is to position the camera so that it has an unobstructed view. This is particularly important with cameras equipped with the ability to pan 360 degrees, in that the camera's vast viewshed is more likely to encounter obstructions, such as tree branches, utility poles, and buildings. In some cases the obstruction could be removed easily by trimming tree branches or removing trees altogether. Other obstructions, such as buildings or other telephone or utility poles, cannot be moved. In these cases, stakeholders must assess whether the location meets all of the other selection criteria so that it remains a suitable location despite its inability to utilize the camera's entire viewing ability.

Overlap

Another viewshed problem could manifest itself if two cameras are located in close enough proximity that their viewsheds overlap, thus reducing each camera's potential area-coverage. On the one hand, having cameras in close proximity may be appealing to law enforcement, as it affords monitors the ability to track activities from one camera to another. This is particularly useful when monitoring crimes in progress, as monitors can follow a suspect as he attempts to evade police. If the city adopts a saturation approach, some degree of camera overlap is unavoidable. While camera saturation may be appealing, the cost of this approach—in terms of financing the installation of cameras, their maintenance, and monitors to watch them—is its limiting factor. If saturation is not an objective, proximity to other cameras and the potential camera viewshed should be considered before any installation.

Privacy Considerations

The camera's viewshed itself is an important consideration even if there are no physical impediments to its view. Because of its expansive reach, privacy issues should also be evaluated before selecting a location. When examining potential viewsheds, surveyors need to determine whether any of the space within the camera's view includes areas for which there is a reasonable expectation of privacy. This is particularly the case for cameras that can see inside a home or office building. In these instances, some cities have incorporated a technology that “blacks-out” private spaces so that no images are recorded of activities in those areas. If similar steps cannot be instituted, an alternate location that does not pose privacy problems may become more attractive.

Weather Issues

Weather considerations also play an important role in determining camera location. While rain, snow, and wind do not typically choose one city block over another, it is possible for the elements to impact camera functioning depending on where they are positioned. When tall buildings flank each other, for example, they tend to funnel wind. Not only could this pick up debris that may affect camera visibility and its effectiveness, but it has the potential to physically damage the camera or its mounting apparatus when exposed for extended periods of time. Rain and snow require the protection of cameras so that the precipitation does not short-circuit them. Even the sun can cause problems for cameras; sun glare can at times “blind” cameras similarly to the way looking directly into the sun affects the vision of drivers. Though manufacturers are producing cameras with anti-glare lenses and other features to mitigate this risk, stakeholders should be aware that installing cameras in areas with abundant direct sunlight or reflective surfaces may present a glare issue.

Together, these criteria outlined above are critical to consider before choosing camera installation locations. While using one criterion alone may make an area appear more suitable than others, reviewing other criteria may reveal a critical deficiency. Using these elements to compare them against each other may reveal that due to an important deficiency, such as the inability to run electricity to a pre-existing pole, the initial location is less desirable. By evaluating several possible places to mount a camera and determining how functional it would be in each location, stakeholders can determine the best possible camera site. Camera placement decisions require considering the most appropriate and feasible mounting pole and determining whether that would provide an ideal viewshed, whether electricity could power that spot, whether the proximity of another camera makes the space less ideal, and whether private areas are within the camera's view. In the event that the answers to these questions are satisfactory, stakeholders should encounter few unanticipated problems to overcome post-installation.

Chapter 7.

Do the cameras need to be actively monitored?

Active versus Passive Monitoring

ACTIVE MONITORING

Pros:

- Has potential to disrupt crimes in-progress
- Assists in coordinating police and emergency response

Cons:

- May not catch every crime in its viewshed
- Cost

PASSIVE MONITORING

Pros:

- Less-expensive alternative
- Enables would-be monitors to be assigned to other roles

Cons:

- Reactive, not proactive
- More likely to miss crimes and related investigative information

During the course of deciding to implement a public surveillance system, city stakeholders should also decide whether the cameras should be monitored and to what extent. When cameras are monitored in real-time, it is referred to as “active monitoring,” which involves an employee viewing camera footage and manipulating the camera’s panning and zooming features to look for crime or suspicious activity. “Passive monitoring” refers to the reviewing of camera footage after a crime has taken place in an effort to identify a suspect, victim, witnesses, and any other information that might help assist investigators in closing the case. When not being actively monitored, cameras are typically set on automatic programming, which pans and zooms the camera on a preset sequence.

While reviewing footage is possible with active monitoring, viewing cameras in real-time offers an additional benefit in the ability to control the camera’s viewshed, following events as they unfold. In the case of a crime in progress, a camera on passive monitoring could conceivably miss critical elements of the event simply because it was panning in a different direction from where the activity was taking place, rendering the camera footage of little or no use to investigators. If the same camera were being actively monitored, however, the person controlling the camera’s movement could manipulate it to focus on the encounter between victim and offender, to follow the suspect after committing the crime, and to record other useful information, such as license plate numbers (See chapter 5) or potential witnesses. While it is conceivable that a camera being actively monitored still might nonetheless miss a crime taking place,

passive monitoring significantly increases those odds of doing so.

When considering active versus passive monitoring, a combination of both may be the best option for many agencies. By linking PTZ cameras to computer aided dispatch systems, passive cameras can be identified for active monitoring whenever a crime in progress call is received in that camera's viewshed. This minimizes the number of monitors necessary and flags specific areas at specific times for active viewing.

Value-Added through Active Monitoring

Public surveillance system administrators may choose among several types of camera monitors, including retired police officers, light-duty officers, officers on assignment, and civilian employees (at least one jurisdiction had interest in using citizen volunteers to monitor cameras for a time; however, this approach has since been discarded due to lack of interest by citizens in that community). Retired and light-duty officers are people most commonly employed as monitors. Several police departments believe the patrol experience translates into being a more effective camera monitor; patrol experience enables monitors to anticipate and detect crime events based on firsthand knowledge of situations and contexts that are conducive to crime. Indeed, the goal of active monitoring is to be aware of the situation before a crime takes place. If a situation is suspicious, an on-duty officer on patrol might be dispatched in order to disrupt a would-be crime before it happens. Even if an officer is not dispatched, a monitor watching a camera as the crime unfolds is able to focus on specific details that might prove fruitful in investigating and prosecuting the crime, such as the perpetrator's face, the license plate of the car the perpetrator used, or the escape route taken following the crime.

In the absence of actively monitored cameras, response personnel responding to a call arrive with little to no information about the incident or potential dangers that may be present. If cameras are in the area, monitors can survey the scene while officers are in route, telling them the number of suspects, whether any of them are armed, their current location, and whether there is a need for medical personnel or additional back-up. This increases officer safety and allows for a more effective and directed response.

Public surveillance can provide critical information at a crucial time to first responders who do not know what dangers they may encounter.

In addition, active camera monitoring can provide support for officers making an arrest until additional units arrive. When arresting a suspect, an officer remains in a potentially dangerous position. The suspect may try to resist arrest, possibly violently; other individuals may try to assault the officer as well. Active camera monitoring affords the ability to view the officer, the suspect, and the surrounding area continuously, providing real-time information to responding officers as needed.

While active monitoring has tangible benefits over passive monitoring, it is not always possible, particularly in areas that may have more cameras than monitors able to view them. In such cases, camera administrators program cameras to operate passively until a monitor brings the camera(s) into active mode. For example, in one study site, monitors are able to view up to four cameras simultaneously. When the operator moves on to another camera, that camera changes to active monitoring while the other ones revert back to a passive panning and zooming sequence.

Another limit to the appeal of active monitoring is the price tag. Active monitoring involves personnel and equipment that would otherwise not be required for passive monitoring, adding potentially hundreds of thousands of dollars to a police department's camera system expenditures each year. In addition, because many monitors are sworn personnel, a police department must determine its best allocation of resources, weighing whether it is more effective to have an officer monitoring a camera rather than out on patrol. Civilian personnel, retired officers, or light duty officers may be useful alternatives in this regard as they would not be eligible for other policing duties beyond monitoring.

Monitor Training

Training for monitors should entail both guidance on how to use cameras and interact with dispatch and patrol as well as cover the policies and procedures in place to safeguard privacy. Most agencies employ on-the-job learning to train monitors on actual camera use, with current monitors overseeing the training of new monitors. Because monitors tend to be sworn officers already, they typically need less instruction on what to look for or what constitutes a crime and more on how to use the technology itself to better assist officers in making an arrest and providing prosecutors with evidence that is used to secure a conviction. Active monitoring affords officers the ability to zoom in on facial features, other distinguishing marks, and movements that one would not otherwise be able to observe. One site reported, for example, that its monitors are trained to focus first on “faces and tags,” as these elements are likely to prove the most useful when investigators review the footage later to generate suspect and witness lists. One monitor found that suspects apprehended after being caught via active monitoring were later claiming that there was a misidentification made and this individual was not the person who committed the crime. The monitor began requesting officers to bring the suspect to her in order to have a Polaroid picture taken. The monitor wanted to establish that the features and clothing of the person caught on video matched that of the suspect arrested so future claims of misiden-

tification could be proven to be unfounded. This is merely one of the lessons learned while on-the-job that do not fit neatly into a training manual, leading monitors to express a preference for the apprentice style of training over a more structured, classroom setting.

While experience may trump teaching for the most part in monitor training, it is nevertheless important for agencies to train all monitors in privacy and civil liberty rights before they begin working with the surveillance cameras. Although cameras are in public space, minimizing privacy expectations to some degree, their viewsheds at times can potentially see activities that are protected under First and Fourth Amendment rights. As such, monitors should be trained in what they can and cannot monitor, and must often sign pledges acknowledging disciplinary sanctions, including termination, for the violation of protected rights when monitoring.

Monitors are prohibited from viewing activity inside the windows of buildings. One city reported that residents can contact the police department and have particular windows appear “blacked-out” even during active monitoring, while another has strict monitoring guidelines that prohibit the focusing on literature being distributed or placed in public space in order to maintain citizens’ rights to free speech (See chapter 3 for further information on this topic).

Variations in the Degree of Active Monitoring

Beyond deciding whether to actively monitor, several gradients within active monitoring are available to law enforcement. One city, for example, commits to active monitoring 24 hours per day, 7 days per week. Camera administrators there believe that unless a police department is utilizing active monitoring, it is not using the technology to its fullest potential. By contrast, another study site uses active monitoring to a much lesser degree, and was originally restricted to events with large crowds, such as concerts and protests. The site has since increased its use of active monitoring, but not nearly to the extent that the other sites do. Though these examples are at the poles of active monitoring, there is also an opportunity to incorporate active use somewhere in between. A city that is interested in active monitoring but is unable to afford paying one or more salaries for around-the-clock monitoring may choose to monitor actively during certain times of the day and to monitor passively during the remaining hours. For example, a city experiencing elevated crime activity during the hours of 8 PM – 3 AM could choose to actively monitor the cameras during those times, yet have the cameras passively recording during times of lower activity. This process would still enable officers and investigators to review footage if a crime occurred near a passive camera.

Typically, city stakeholders who decide to implement a surveillance system envision that the cameras will not only solve crimes, but will prevent them as well. If the objective of a criminal is to commit a crime without being caught, police cameras potentially monitoring and recording criminal activity should theoretically deter the criminals from offending. This theory is valid, however, only to the extent that cameras are used to catch perpetrators in the act or shortly thereafter. Without the ability to monitor cameras in real-time, the cameras may become

nothing more than an idle threat, losing their power with every crime committed in front of them without a prompt police response.

Camera administrators are confronted with many factors to weigh when deciding to monitor actively, passively, or to institute some combination of the two into a city's camera program. Costs, including time and resources, are certainly a critical consideration for many jurisdictions. These costs must be weighed against the enhanced ability to view and react to crimes in order to help solve and prevent criminal activity.

Chapter 8.

How is video footage used in investigations?

As described above, surveillance cameras can be useful in viewing crimes in progress, allowing monitors to dispatch officers to the scene of the event, and even holding potential for preventing a crime before it occurs. Yet cameras also have a purpose after a crime has occurred: aiding investigators in solving the case. Understanding the sequence of events that transpired when a crime occurred can be critical information for an investigator trying to locate evidence or develop a list of potential witnesses and suspects. Camera footage has the ability to assist this investigative process. Even if a camera does not capture an incident in its entirety, historical camera footage can still provide leads as to who witnessed the crime, how the series of events came about, and where evidence that may have been missed during the initial evidence collection process might be located. Video retrieval involves the extraction and review of footage while paying careful attention to chain-of-custody procedures, which are critical to the prosecutorial stage (See chapter 9). While cases are rarely solved solely by video evidence, investigators have found it an immensely useful and powerful tool when used in conjunction with other investigatory processes. This chapter discusses the process behind video retrieval and chain-of-custody safeguards. It then describes how investigators employ video footage to solve crimes and discusses investigators' perceptions of the advantages and limitations of video footage for investigations.

Video Retrieval

Investigators employ a variety of methods to learn whether a camera was located near the scene of a crime being investigated. In some cities, incident reporting forms include a box that the responding officer can check to indicate that a camera was in the general vicinity of the crime scene. In other jurisdictions, police departments maintain a centralized list of all camera locations, whereby an investigator needs only to reference the list to determine whether a camera could be potentially helpful; in some cases, computerized mapping is employed for this purpose. Many investigators, however, indicate that they know where most of the cameras are in their jurisdictions from previous experience, based on an intimate knowledge of the neigh-

borhoods in their area.

The locations of existing cameras in a city can be invaluable because investigators must often request video footage quickly after receiving the facts of the case. Camera hard drives typically have enough memory to record on a continuous loop for 24 to 72 hours—depending on the model of the camera and size of the hard drive—before overwriting the previously-recorded footage. Thus, an investigator may lose critical investigative information if he or she is not able to act quickly. For several cities, however, the process is streamlined so that an investigator can either access images directly, allowing for immediate review, or submit requests to a technician and receive the recording from one or more cameras in as little as one hour.

While investigators are always hopeful that a camera recorded the crime of interest in its entirety with perfect clarity, useful information can often be obtained from surveillance footage even when the recording captured only parts of the event or the resolution is poor. As mentioned in chapter 4, there are two general types of cameras, fixed-site and those cameras with panning capabilities. With a stationary camera, if it happens to be pointed in the direction of a crime, it may be able to capture it more fully. With these cameras, however, events not within its immediate viewshed are not captured. Panning cameras, on the other hand, are able to survey larger areas, but their drawback is that during passive (non-monitored) surveillance, they may pan away from a crime in-progress. Even with seemingly incomplete video recordings, investigators can piece together information to identify the perpetrators, victims, and witnesses to a crime. This has been particularly useful for investigators combating a culture of “no snitching.” Armed with proof that a particular person was in fact present at a crime scene, investigators have found it easier to persuade a witness to speak with them. In addition, cameras enable investigators to recreate the sequence of events leading to, during, and following the incident. In some cases, camera footage has revealed that an individual who appears to be the obvious victim was actually the aggressor. Recorded video has also been useful in identifying evidence that might not otherwise have been recovered through traditional investigations, such as license plate numbers of vehicles used by individuals at the scene of the crime or the location of weapons discarded by perpetrators after commission of the crime.

Evidence Recovery Using Video Footage in One Study Site:

Investigators found a man unconscious, having been struck in the back of the head with an object. Once revived, the victim reported that he did not see his attacker or the weapon. Checking nearby camera footage revealed not only that the attacker used a large tree branch to assault the man, but also where the perpetrator discarded it. Police found DNA on the branch, which assisted them in identifying the attacker.

Training, Storage, and Chain-of-Custody

Many of the skills and strategies that are typically employed in investigating cases are applicable when using cameras to assist investigations. For instance, paying close attention to subtle details and connecting them to other known facts about the event are strategies regularly

employed by investigators regardless of the presence or absence of camera footage. As such, investigators do not usually participate in any formal training designed to enhance use of public surveillance as an investigative tool. When they do receive training, it is typically technical in nature, instructing detectives on how best to use the software rather than how best to incorporate video into their overall investigative approach. These technical issues tend to focus on chain-of-custody procedures.

Once video is retrieved, it becomes evidence in a case and is subject to all of the reporting and chain-of-custody requirements that are applicable to other pieces of evidence. In order to protect the rights of those who are documented on camera and the admissibility of the footage in court, proper storage policies surrounding where and for how long the recorded video should be kept becomes an important legal concern. There is no set standard for the period of time that video footage should be retained once it is downloaded from cameras. However, the CCTV Code of Practice, which is guided by the United Kingdom's Data Protection Act, advises that "images should not be retained for longer than is necessary" (Information Commissioner's Office 2008: 14) and should be guided by the purposes for which the footage was recorded. This advice is echoed by The Constitution Project, which prescribes that "recorded footage lacking evidentiary or other documented value should be destroyed as a matter of course after a specified time. Any decision to retain footage past the time period allotted in the policy should be specifically documented for subsequent review and audit" (Constitution Project: 26). For example, if footage was explicitly captured in the course of developing a case against a known group of organized criminals, prudence suggests that the footage is retained throughout the period of prosecution and case disposition, if not beyond that period. However, retaining footage of everyday activities with no explicit law enforcement or criminal justice purpose increases the risk that the footage will be misused and that individual privacy rights will be violated. This underscores the importance of ensuring that footage is both stored and destroyed securely.²⁴

Maintaining strict chain-of-custody is important to investigators and prosecutors alike. For investigators, it ensures the quality and integrity of the case. For prosecutors, as discussed in chapter 9, when presenting video evidence, they need to prove the footage is authentic, detailing the steps that were taken to prevent alteration of any kind. One way to prove this is referencing chain-of-custody documents, which hold the person or persons in possession of the evidence accountable were the court or any agency to determine that tampering had occurred.

In early stages of public surveillance system adoption and use by law enforcement, investigators were able to obtain a computer disk of the video, and were they to deem it useless in assisting the investigation they would often simply throw it away. However, authenticity claims in court have led several jurisdictions to enhance chain-of-custody procedures, requiring that each disk be inventoried in the department's evidence room. Some jurisdictions allow for a

²⁴ For further guidance, refer to The CCTV Code of Practice http://www.ico.gov.uk/upload/documents/library/data_protection/detailed_specialist_guides/ico_cctvfinal_2301.pdf (Information Commissioner's Office 2008) and the Guidelines for Public Video Surveillance http://www.constitutionproject.org/pdf/Video_Surveillance_Guidelines_Report_w_Model_Legislation4.pdf (Constitution Project 2009).

second copy to be placed in the case file for ease of reference. However, the copy used in trial would come from the evidence room, where records of who accessed it and for how long can be submitted at trial.

How Footage Supports Investigations



Source: Image from Baltimore Police Department

License plate of vehicle used after offense may lead investigators to the person responsible for the crime.

extremely helpful piece of evidence in advancing the investigation. It is unlikely however, that camera evidence alone would be sufficient to close a case. Investigators will still need to talk to other officers or neighborhood residents or consult booking photos to put a name to the face. In addition, without additional investigative work to understand the full context of the crime event, cameras may erroneously lead to false conclusions. For example, a camera could falsely identify a person as a perpetrator who may well have actually been acting in self-defense. It is therefore important to emphasize that, while video can be a potentially powerful tool, detectives should not replace traditional investigative techniques with video footage in order to solve crimes. Rather, video should be viewed as augmenting investigative strategies, serving as an additional resource with the potential to increase the efficiency and effectiveness of an investigation.

In addition to identifying suspects and victims, surveillance cameras can assist in identifying witnesses, who can be critically important to investigators and prosecutors alike. Cameras assist in the witness identification process in two ways. First, as previously mentioned, they can identify witnesses who can provide a better account of what transpired during the incident, es-

pecially if the camera was not able to record the entire crime. Second, because cameras provide an objective account of the events, they can serve to corroborate or dispute witness statements. Cameras thus enable detectives to sift through statements to determine, for example, which individuals or components of their statements are truthful. On occasion, detectives have found individuals reporting what happened at the crime recant their statements or request to drop a filed complaint when the detective informs them that surveillance cameras will be consulted to verify their account.

Sound and thorough investigative work requires the collection of all possible evidence. Even if witnesses are identified and are forthcoming with information and the victim or victims are able to recount many of the details from the incident, surveillance footage has the potential to provide further information that is not available from any other source. Imagine a hypothetical case in which a perpetrator shoots a victim and then flees the scene. Though witnesses attempt to relay all possible information to detectives, the perpetrator remains unidentified. However, in reviewing video evidence from multiple cameras, detectives track the perpetrator along his escape route, identifying where he discarded his weapon. Detectives are then able to retrieve the firearm and lift fingerprints, which are then used to identify the perpetrator. In an example such as this, camera technology is invaluable.

Investigators also note that cameras are adept at creating leads through motor vehicle license plates. License plate numbers, retrieved from video footage, have been employed to identify suspects or witnesses. Using Department of Motor Vehicle records to obtain names and addresses, investigators have been able to generate and follow-up on additional investigative leads.

While outside the scope of this particular evaluation, investigators have also reported success in using private business camera footage to solve crimes. Implemented and utilized in a similar fashion to police cameras, detectives have found private cameras are often newer and therefore have better picture quality. When attempting to identify a suspect, this additional clarity increases the odds of a positive identification of suspects and witnesses. There are, however, drawbacks to using private cameras. First, because they are privately owned, businesses are not required to provide detectives with camera footage unless they are issued a subpoena to do so. By the time a subpoena is issued, however, the footage may have been overwritten. Investigators may have to invest extra time in speaking to the owners of these cameras and developing relationships in order to obtain the video. Further, these cameras are not police department property and the owners are not officers or contracted police department personnel. This factor may threaten chain-of-custody protocols and authenticity claims, because safeguards to prevent tampering are not employed until after the investigator receives the footage from the business owner. It is also important for jurisdictions to emphasize that investigators and prosecutors should not rely on private camera footage as an end-run around the rules and regulations governing public cameras. Moreover, if jurisdictions do acquire private footage, once that footage comes into government hands it should be governed by the same rules and regulations that apply to any government footage, whether the source is public or private. In summary, private

cameras can assist investigations, but detectives should understand the possible complications that are associated with this source of video evidence.

Investigator Perception of Video Utility

For detectives in jurisdictions aspiring to expand an existing camera program or to adopt a new one altogether, one of their concerns may be whether their workloads will increase due to the effort involved in incorporating video footage into the investigatory process. Detectives who have experience with video technology have observed that, although it is an additional step added to the process, the workload increase is negligible. Requesting the footage, reviewing it, and following-up on leads do take time. On the other hand, cameras can expedite investigations by identifying witnesses or evidence that may have otherwise taken longer to obtain. Detectives also report that they can typically determine, within an hour's time, whether camera evidence will assist the investigation.

The advantages of video evidence, however, are not without their complications. Investigators have found that cameras that could have recorded useful information for a case failed to capture critical images due to the fact that their hard drives had already overwritten the footage from that incident. It is not uncommon for a detective to find, after successfully obtaining the video, that the camera was not pointed in the right direction to capture pertinent details for the case, or that the footage it did record was too blurry to be useful to the investigation. Detectives caution against expecting too much from the technology due to these limits on its capabilities. Investigators also make a strong argument for active monitoring, as a camera is more likely to capture key events in a crime when operated by a person rather than a pre-programmed touring pattern. They also note that integrating other technology (elaborated further in chapter 5 of this guidebook) may further assist investigations. In fact, conventional wisdom suggests that any video footage recorded of a crime in progress should be retained regardless of image value. Regardless of their past experiences with the technology, detectives who have incorporated cameras into their standard investigative procedures stress that while video footage has the potential to substantially contribute to an investigation it is not a tool that replaces other practices. Rather, it must be an integrated component along with other investigatory processes that are all necessary to successfully solve a case.

Chapter 9.

How can video footage be used in trials?

Prosecutors and defense attorneys primarily use video footage from public surveillance systems as an investigatory tool, employing similar strategies as those discussed in the preceding chapter addressing use in investigations.²⁵ In the ideal scenario, video footage can clearly identify a suspect, victim, or witness. While video footage often falls short of this ideal, attorneys have developed strategies to employ footage to build or cast doubt upon cases. Camera footage has the potential to influence four key points in a legal case: the decision to prosecute, plea negotiations, witness deposition, and testimony in court. Typically, attorneys use footage to confirm or refute the accuracy of witness testimony or provide useful context for the incident in question. While public surveillance video is not universally helpful in trials, its potential benefits may outweigh the additional administrative costs associated with its use.

Use in Cases

Video footage can assist both prosecutors and defense attorneys at each stage in a case by providing a means of corroborating or discrediting witness statements or events. When deciding whether to prosecute a case, attorneys use footage to examine the incident itself and the activity surrounding the scene, as well as activities occurring shortly before and immediately after the criminal event. Attorneys can dismiss unfounded complaints or charges if footage refutes or casts doubt upon an alleged incident. Conversely, a case that may have been dismissed can be bolstered through video confirmation. This type of confirmation can be particularly helpful when either the victim or witness lacks credibility, such as a case in which the victim was the initial aggressor in a conflict.

²⁵ Information on video evidence used in trial derives from interviews conducted with attorneys in each of the study sites. Information on defense attorney usage is drawn primarily from two studies with similar methodologies conducted on the Los Angeles and San Francisco camera systems (see Cameron, Aundrea, Elke Kolodinski, Heather May, and Nicholas Williams. 2008. *Measuring the Effects of Video Surveillance on Crime in Los Angeles*. CRB-08-007. Sacramento, CA: California Research Bureau; King, Jennifer, Deirdre Mulligan, and Steven Raphael. 2008. *CITRIS Report: The San Francisco Community Safety Camera Program*. Berkeley, California: University of California Center for Information Technology Research in the Interest of Society.).

Following the decision to prosecute, the existence of video footage can influence both the willingness of defense attorneys to seek a plea agreement, as well as the terms negotiated. A clear image of the defendant committing the crime provides the prosecutor with significant leverage in a plea negotiation, while ambiguous or ameliorating footage assists the defense.

Should a case move to trial, video footage is typically used to validate or refute witness testimony, providing a visual statement for jurors. Footage plays a role in determining witness quality and informing decisions on who to subpoena to testify. If a witness' testimony is confirmed by video evidence, his or her story gains credibility in the eyes of the jurors or judge deciding the case. Attorneys also rely on footage to cast doubt on witnesses by showing discrepancies or inconsistencies between the testimony and details included on the film, showing limitations in the vantage point of the witness, or questioning alibis or presence at the scene. Additionally, video footage may depict subtleties such as body language, interactions between witnesses or key actors, and the presence of a weapon that could add context to testimony.

Advantages and Disadvantages of Video Evidence

Attorneys report that for many jurors, video evidence can be more credible than an eyewitness. Attorneys tout video footage as an unbiased account of an event since a tape, unlike a witness, cannot lie or forget details. Those who have used footage in trials therefore report it to be a very powerful and effective piece of evidence. The prevalence of public surveillance technology in popular culture, however, also presents a challenge for attorneys in jury trials. Jurors have come to expect advanced forensic and technological evidence and hold unrealistic expectations about the quality of such evidence like camera footage, a phenomenon known as the “CSI Effect” by many criminal justice professionals. As a result, jurors may falsely conclude that the lack of such evidence means that the defendant is not guilty. To compensate for this perception, attorneys may wish to present footage even if quality is poor, and offset jurors' assumptions by addressing technological limitations at the outset.

Indeed, issues with camera tours and image quality can seriously limit the usefulness of video footage in a trial. When an unmonitored camera captures a crime in progress, for example, it does not typically record the entire event due to its automatic panning tour. In this situation, attorneys must resort to circumstantial evidence or the surrounding events captured by the camera to piece together a story for the court. Limited visibility at night or in inclement weather also restricts the utility of camera footage, as images may not be clear enough to provide an accounting of events.

Procedural Considerations

Video footage is subject to the same standards as other evidence submitted during a trial. Specifically, attorneys must establish a foundation for the video evidence and demonstrate its authenticity. Footage cannot be introduced independently or in lieu of testimony, and requires one or more witnesses to establish the appropriate context. Typically, a police officer or IT professional is called upon to testify about authenticity by explaining encryption protections, the chain-of-custody for footage, and any relevant security certificates. This testimony should also include location, time, whether the footage could have been tampered with, and who had access to the footage. Once a video is demonstrated to be authentic, the attorney must then provide a witness who can explain who is captured on the video and describe the events shown. This witness could be a civilian witness or a police officer, and may be the same individual used to establish authenticity.

Preparing and using video footage in trials clearly involves additional effort. However, while time estimates vary widely, the general consensus among prosecutors is that video footage adds nominal time to case preparation, and is no more labor intensive than other forms of evidence. In some jurisdictions, however, the technology associated with presenting video footage in court can involve additional preparation time. In one study site, for example, footage can only be viewed from specific security-enhanced laptops available for use in the courtroom. Attorneys must therefore go through the extra step of procuring the appropriate technology or technicians to view the footage. In some circumstances, the availability of footage has actually reduced case preparation time by filtering out unfounded charges or reducing the time required for identifying witnesses and convincing them to testify.

While few jurisdictions offer formal guidance on the uses and procedures for video use in trials, training could aid prosecutors and defense attorneys in presenting video evidence in the most effective way. Attorneys may benefit from formal introductions to topics such as software use for presenting footage in court; the capabilities and limitations of the public surveillance system generally; strategies for presenting evidence in a convincing way during trials; and evidentiary integrity procedures.

For trials, video footage can be an extremely compelling piece of evidence that requires little, if any, additional time. Indeed, video footage can limit the number of officers necessary to prosecute a criminal case. By having video evidence available for court proceedings, officers may be relieved from their responsibility to attend and present testimony.

Though quality and content may fall short of juror's expectations, video footage can be useful in providing an unbiased depiction of details or context surrounding witness testimony even if the crime itself is not captured. As with other forms of evidence, video evidence cannot stand alone and requires witness testimony to establish relevance to the court case. For most attorneys who have used video evidence, the potential benefits outweigh the procedural and technological costs of the system.

Chapter 10.

Conclusion

As this guidebook has outlined in detail, those charged with implementing or expanding public surveillance systems must consider many factors in their decision-making processes. While each factor on its own may have a marginal effect on the utility and cost-effectiveness of a public surveillance system, together they are critical to ensuring that public funds are used soundly and that investments yield the greatest possible crime control benefits. Doing so requires detailed planning, collaborative decision-making, strategic investments, and the full integration of public surveillance into the operations of a law enforcement agency.

Perhaps the single greatest investment of staff resources associated with a public surveillance system should occur during the planning and implementation phase, particularly in setting the groundwork for system implementation. Soliciting community input through the convening of open public meetings, the invitation of public comment, and the clear explication of the rationale behind camera placement decisions are important undertakings. In addition, developing and disseminating written policies on the proscribed use and dissemination of footage, including planned restrictions and security measures, can go a long way toward building public support for a camera system. Doing so sets in stone what is permitted and what is not. Written policy educates but it also serves as a basis for implementing discipline when a member uses the technology in a manner for which it is not intended. That said, jurisdictions should carefully consider the advantages of implementing relatively restrictive guidelines on camera use versus the disadvantages of overly restrictive guidelines that may limit the ability to use cameras to their greatest capacity.

While the groundwork for camera investment is being laid, jurisdictions should give careful consideration to planning and procurement activities. As revealed by the experiences of evaluation sites, the cost of the cameras themselves is minimal compared to the costs of installation, maintenance, and monitoring. Toward this end, jurisdictions investing in public surveillance systems should be prepared to do their own homework rather than relying on the advice of vendors, as it is not in a vendor's interest to highlight in detail all the hidden costs associated with surveillance systems. Those planning an investment in public surveillance should also be aware of the fact that camera technology is constantly evolving: each subsequent generation of cameras offers greater resolution and potentially more useful features. Thus, a thoughtful investment strategy will involve the procurement of the best affordable technology while building in plans

for camera upgrades. One caveat to that advice, however, is for jurisdictions to weigh the pros and cons of cameras that produce superior image quality, because the greater the image quality, the greater the strain on video storage capacity.

With regard to camera placement, jurisdictions should understand at the outset that regardless of identification of hot spots of criminal activity, the ultimate locations of cameras will be guided by infrastructure (including proximity to power sources) and the camera technology employed, as well as characteristics of the natural and man-made environment. Wireless camera systems, for example, require consideration of the location of cameras and antennas in relation to trees, physical obstructions, and other cameras.

Public surveillance system decision-makers will also need to carefully weigh the costs and benefits of active monitoring. Active monitoring can aid in the disruption of crimes in progress and is also useful for later investigative and prosecution purposes because monitors can zoom into a scene to record important details that may not be captured through a pre-programmed camera tour. However, active monitoring requires significant resources and may also raise concerns among the public about whether cameras are being used in accordance with constitution rights.

Regardless of whether cameras are actively or passively monitored, this guidebook highlights the importance of training. All those engaged in camera monitoring and video footage use must be trained in constitutional law, privacy policies, and chain-of-custody practices. Moreover, while on-the-job training for camera monitors is typically sufficient, training is often necessary for detectives and prosecutors on how best to employ camera footage in their investigations and cases. This training should include information on how to retrieve and use footage and its potential value to their cases, as well as the limitations associated with video evidence and the fact that it typically enhances rather than serves as a substitute for witness testimony. Training is also critical in ensuring that policies are clearly defined with regard to how, when, and to whom video images may be released, which individuals and agencies possess the authority to release them, and what restrictions and safeguards apply in doing so.

Finally, inasmuch as the promise of public surveillance as a crime prevention and control tool is a powerful motivator for those investing in the technology, it is important to view it in the context of a larger community policing framework. Public surveillance alone is not a silver bullet, but simply another crime control and investigative tool. That tool should be employed along with other policing strategies, such as CompStat and community-oriented problem-solving strategies. Further, it is important for jurisdictions to understand that surveillance technology is only as good as the manner in which it is employed. If it is employed minimally or is not well integrated into other policing functions, it is unlikely to yield a significant impact on crime.

Appendix A.

References

- Cameron, Aundrea, Elke Kolodinski, Heather May, and Nicholas Williams. 2008. *Measuring the Effects of Video Surveillance on Crime in Los Angeles*. CRB-08-007. Sacramento, CA: California Research Bureau.
- Fridell, Lorie and Mary Ann Wycoff, eds. 2004. *Community Policing: The Past, Present, and Future*. Washington, D.C.: Annie E. Casey Foundation and Police Executive Research Forum.
- Gill, Martin. 2006. "CCTV: Is it Effective?" In *The Handbook of Security*, ed. Martin Gill, 438–461. New York: Palgrave Macmillan.
- Hampapur, Arun, Lisa Brown, Jonathan Connell, Ahmet Ekin, Norman Haas, Max Lu, Hans Merkl, Sharath Pankanti, Andrew Senior, Chiao-Fe Shu, and Ying Li Tian. 2005. "Smart Video Surveillance, Exploring the concept of multiscale spatiotemporal tracking." *IEEE Signal Processing Magazine* 22(2): 38–51.
- Information Commissioner's Office. 2008. *The CCTV Code of Practice*. http://www.ico.gov.uk/upload/documents/library/data_protection/detailed_specialist_guides/ico_cctvfinal_2301.pdf.
- King, Jennifer, Deirdre Mulligan, and Steven Raphael. 2008. *CITRIS Report: The San Francisco Community Safety Camera Program*. Berkeley, California: University of California Center for Information Technology Research in the Interest of Society.
- La Vigne, Nancy G., Samantha S. Lowry, Joshua A. Markman, and Allison M. Dwyer. 2011. "Evaluating the Use of Public Surveillance Cameras for Crime Control and Prevention." Washington, D.C.: U.S. Department of Justice, Office of Community Oriented Policing Services.
- Litch, M., M. Calhoon, P. Scharf, D. Velea, and G. Bradley. 2006. "Operational Outcomes of the SECURES® Urban Gunshot Detection Technology for Law Enforcement Crime Intervention Strategies and Force Protection." *Proceedings of SPIE*. 6201(62011R): 1–11.
- National Institute of Justice (NIJ). 2003. "CCTV: Constant Cameras Track Violators." *NIJ Journal* 249 (July): 16–23.

- Nestel, Thomas J. III. 2006. "Using Surveillance Camera Systems to Monitor Public Domains: Can Abuse be Prevented?" Monterey CA: Masters thesis, Naval Postgraduate School.
- Nieto, Marcus. 1997. "Public Video Surveillance: Is it an Effective Crime Prevention Tool?" CRB-97-005. Sacramento, CA: California Research Bureau.
- Phillips, P. J., W. T. Scruggs, A. J. O'Toole, P. J. Flynn, K. W. Bowyer, C. L. Schott, and Matthew Sharpe. 2007. FRVT 2006 and ICE 2006 Large-Scale Results. Washington, D.C.: U.S. Department of Commerce, National Institute of Science and Technology.
- Skogan, Wesley. 2004. "Community Policing: Common Impediments to Success." In *Community Policing: The Past, Present, and Future*, ed. Lorie Fridell and Mary Ann Wycoff, 159–168. Washington, D.C.: Annie E. Casey Foundation and Police Executive Research Forum.
- Skogan, Wesley. 2006. "The Promise of Community Policing." In *Police Innovation: Contrasting Perspectives*, ed. David Weisburd and Anthony Braga, 27–44. New York and Cambridge: Cambridge University Press.
- "Staying Ahead of the Curve." Technology Update. Information Services Division, Bureau of Administrative Services, Department of Police, City of Chicago. Summer 2007.
- The Constitution Project. 2007. *Guidelines for Public Video Surveillance: A Guide to Protecting Communities and Preserving Civil Liberties*.
- Woodward, J., C. Horn, J. Gatune, and A. Thomas. 2003. "Biometrics: A Look at Facial Recognition," Documented Briefing prepared for the Virginia State Crime Commission.

Appendix B.

Additional Resources

The following guidebooks from the Office of Community Oriented Policing Services (the COPS Office) offer practitioner oriented advice. Guidebooks such as *Sting Operations and Dealing with Crime and Disorder in Urban Parks* discuss how public surveillance systems can be employed to support other law enforcement activities. Others cover how to best implement public surveillance as a strategic problem solving tool.

Guidelines for Public Video Surveillance: A Guide to Protecting Communities and Preserving Civil Liberties, by The Constitution Project (Washington, D.C.: 2007). This publication offers comprehensive and detailed guidance for state and local officials investing in or already using public surveillance systems, enabling them to use the technology in a manner that protects residents' privacy rights and civil liberties. http://www.constitution-project.org/pdf/Video_Surveillance_Guidelines_Report_w_Model_Legislation4.pdf

Video Surveillance of Public Places, by Jerry Ratcliffe (U.S. Department of Justice, Office of Community Oriented Policing Services 2006). Part of the Problem-Oriented Guides for Police, Response Guides series, this guidebook provides an overview of public surveillance systems for a law enforcement audience. Specifically, it addresses logistical considerations, implementation and use questions, and offers background on managing the concerns of the public. The document is available at <http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=226>.

Analyzing Crime Displacement and Diffusion, by Rob T. Guerette (U.S. Department of Justice, Office of Community Oriented Policing Services 2009). Discusses concerns about diffusion and displacement surrounding the implementation of problem-oriented policing efforts. This study, part of the Problem-Oriented Guides for Police, Problem-Solving Tools series, also offers strategies for measuring and managing crime prevention impact at the local level. The document is available at: <http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=531>.

Dealing with Crime and Disorder in Urban Parks, by Jim Hilborn (U.S. Department of Justice, Office of Community Oriented Policing Services 2009). This guidebook for managing crime in park settings, one in the Problem-Oriented Guides for Police, Problem-Specific Guides series, addresses how surveillance cameras have been used as part

of a policing strategy to prevent crime in parks and recreational areas. The guidebook is available at <http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=527>.

Improving Street Lighting to Reduce Crime in Residential Areas, by Ronald V. Clarke (U.S. Department of Justice, Office of Community Oriented Policing Services 2009). This guide evaluates the public safety outcomes associated with improving street lighting and discusses lighting enhancements as a potential alternative to surveillance cameras. This report is in the Problem-Oriented Guides for Police, Problem-Specific Guides series. The guide is available at <http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=510>.

Sting Operations, by Graeme R. Newman (U.S. Department of Justice, Office of Community Oriented Policing Services 2007). This guidebook, part of the Problem-Oriented Guides for Police, Response Guides series, provides information on how public surveillance can be employed for sting operations. The guidebook is available at <http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=443>.

Implementing Responses to Problems, by Rick Brown and Michael S. Scott (U.S. Department of Justice, Office of Community Oriented Policing Services 2007). As a part of the Problem-Oriented Guides for Police, Problem-Solving Tools series, this guidebook offers assistance in implementing problem-oriented solutions to crime problems. The guidebook is available at <http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=432>.

The following four studies describe evaluations of public surveillance use in other jurisdictions, detailing the challenges and strategies cities and key stakeholders have faced in public surveillance implementation:

CITRIS Report: The San Francisco Community Safety Camera Program, by Jennifer King, Deirdre K. Mulligan, and Steven Raphael (University of California, Berkeley, Center for Information Technology Research in the Interest of Society, 2008). This report evaluates the effectiveness of the Community Safety Camera program in San Francisco, California. This detailed report examines program goals; measures crime impact; and evaluates management, use, and perceptions of the system. For more information, refer to the following website: <http://www.citris-uc.org/news/SFcamerastudy>.

Measuring the Effects of Video Surveillance on Crime in Los Angeles, by Aundrea Cameron, Elke Kolodinski, Heather May and Nicholas Williams (California Research Bureau, 2008). This report includes an overview of public surveillance use in the state of California, a meta-analysis of 44 public surveillance evaluations, and a more specific evaluation of the impact of public surveillance cameras on crime rates in the city of Los Angeles. The report is available at <http://www.library.ca.gov/crb/08/08-007.pdf>.

CCTV Camera Evaluation, by Jerry Ratcliffe and Travis Taniguchi (Temple University, 2008). Authors measured crime in the vicinity of CCTV cameras within the city of Philadelphia, Pennsylvania, using weighted displacement quotient (WDQ) and hierarchical

linear model (HLM) analyses. The report is available at <http://www.temple.edu/cj/misc/PhilaCCTV.pdf>.

Effects of Closed Circuit Television Surveillance on Crime, reviewed by Brandon C. Welsh and David P. Farrington (Home Office Research, Development, and Statistics Directorate, 2008). This is the most comprehensive meta-analysis of evaluations of CCTV effectiveness, containing 44 studies spanning various settings and countries, though most evaluations included were conducted in the UK. For more information, refer to the following website:

<http://www.campbellcollaboration.org/library.php>.

The resources cited below describe how mapping can be employed with public surveillance. For example, mapping crime “hot spots” can guide camera placement decisions, and mapping crime following camera installation can help identify crime reduction, displacement, and diffusion. If your jurisdiction does not currently employ mapping, partnering with local experts such as universities or nonprofit data centers can be an effective strategy in acquiring mapping expertise and support.

The National Institute of Justice (NIJ) Mapping and Analysis for Public Safety (MAPS) program. Provides resources and publishes reports on the use of mapping in criminal justice research and practice. More information is available at their website: <http://www.ojp.usdoj.gov/nij/maps/welcome.htm>.

Crime Mapping and Analysis Program (CMAP). Funded by the National Institute of Justice, this program provides no-cost mapping training courses for law enforcement personnel. For more information, refer to the following website: <http://www.justnet.org/Pages/cmap.aspx>.

Police Foundation Crime Mapping and Problem Analysis Laboratory (CMPAL). This COPS-supported project offers practical assistance on mapping software, use, and current applications in the field. For more information, refer to the following website: http://www.policefoundation.org/docs/crime_mapping.html.

Using Public Surveillance Systems for Crime Control and Prevention is designed to guide city administrators, law enforcement agencies, and their municipal partners in implementing and employing public surveillance systems in a manner that will have the greatest impact on public safety. It details the various aspects of a system that are integral in yielding a cost-beneficial impact on crime, including budgetary considerations, camera types and locations, how best to monitor cameras, and the role that video footage plays in investigations and prosecutions. This publication also highlights the most prominent lessons learned, in an effort to guide both city administrators and jurisdictions that are currently investing in cameras for public safety purposes, as well as inform those that are contemplating adopting their own public surveillance systems.



U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, N.E.
Washington, DC 20530

To obtain details on COPS Office programs,
call the COPS Office Response Center at 800.421.6770

Visit COPS Online at www.cops.usdoj.gov



THE NCSTM
The National Citizen SurveyTM

Guide to Understanding and Using Your Reports

2015



NRC
National Research Center Inc

2955 Valmont Road Suite 300
Boulder, Colorado 80301
n-r-c.com • 303-444-7863

ICMA

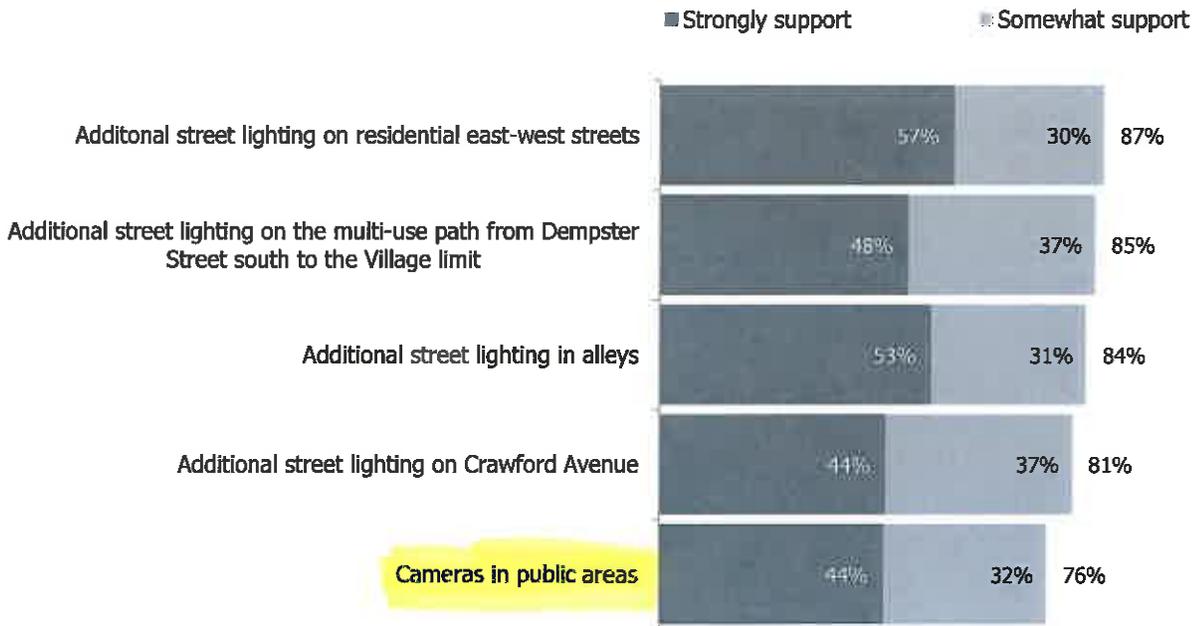
Leaders at the Core of Better Communities

777 North Capitol Street NE, Suite 500
Washington, DC 20002
icma.org • 800-745-8780

The National Citizen Survey™

The second question asked residents about their support or opposition to Village investment in a number of areas. A majority indicated they would strongly or somewhat support each of the potential investments. Additional street lighting on residential east-west streets and additional street lighting in alleys received the highest levels of support, followed by additional street lighting on the multi-use path from Dempster Street south to the Village limit.

Figure 5: Support for Village Investment
How much do you support or oppose Village investment in each of the following?



The National Citizen Survey™

How much do you support or oppose Village investments in each of the following? (Percent rating as "strongly support" or "somewhat support").	Number of years in Skokie			Housing unit type		Annual household income			Age			Gender		Overall
	5 years or less	6 to 20 years	More than 20 years	Detached	Attached	\$49,999 or less	\$50,000 to \$99,999	\$100,000 or more	18-34	35-54	55+	Female	Male	
Additional street lighting in alleys	86%	79%	87%	82%	85%	87%	79%	83%	77%	85%	86%	89%	77%	84%
Additional street lighting on the multi-use path from Dempster Street south to the Village limit	88%	82%	87%	83%	89%	89%	81%	85%	72%	88%	90%	92%	77%	85%
Cameras in public areas	69%	78%	79%	75%	78%	72%	69%	79%	62%	78%	80%	78%	73%	76%

Table 31: Impact on Recycling from Home

Please indicate the impact, if any, each of the following would have on the amount you recycle from home each week. Would you recycle much more, somewhat more, or would you not recycle more? (Percent rating as "much more" or "somewhat more").	Number of years in Skokie			Housing unit type		Annual household income			Age			Gender		Overall
	5 years or less	6 to 20 years	More than 20 years	Detached	Attached	\$49,999 or less	\$50,000 to \$99,999	\$100,000 or more	18-34	35-54	55+	Female	Male	
Better understanding of what materials can be recycled	88%	80%	77%	77%	86%	82%	75%	86%	91%	84%	73%	82%	81%	81%
Better understanding of how to prepare materials for recycling	87%	79%	73%	75%	84%	82%	76%	82%	89%	84%	70%	78%	80%	79%
More indoor space to collect recyclable materials	89%	70%	57%	62%	80%	80%	68%	69%	93%	71%	57%	70%	71%	70%
Larger outdoor recycling container	82%	68%	56%	61%	77%	79%	59%	68%	81%	73%	56%	68%	68%	67%
Assistance from friend or neighbor to move the recycling container to and from the curb	55%	46%	36%	33%	60%	66%	42%	32%	44%	52%	40%	41%	50%	44%

Table 32: Community Characteristics - Skokie-Specific Items

Percent rating positively (e.g., excellent/good, very/somewhat safe)	Number of years in Skokie			Housing unit type		Annual household income			Age			Gender		Overall
	5 years or less	6 to 20 years	More than 20 years	Detached	Attached	\$49,999 or less	\$50,000 to \$99,999	\$100,000 or more	18-34	35-54	55+	Female	Male	
In your neighborhood after dark	75%	72%	72%	76%	69%	67%	76%	77%	66%	77%	75%	71%	75%	73%
In Skokie's downtown area after dark	81%	79%	65%	72%	78%	75%	77%	75%	75%	78%	72%	73%	77%	75%
Ease of travel by train in Skokie	68%	81%	82%	80%	76%	82%	79%	72%	74%	79%	79%	87%	69%	78%
Ease of travel by bus in Skokie	80%	86%	80%	84%	82%	82%	86%	80%	89%	83%	78%	86%	79%	83%

Table 33: Participation - Skokie-Specific Items

Percent rating positively (e.g., always/sometimes, more than once a month, yes)	Number of years in Skokie			Housing unit type		Annual household income			Age			Gender		Overall
	5 years or less	6 to 20 years	More than 20 years	Detached	Attached	\$49,999 or less	\$50,000 to \$99,999	\$100,000 or more	18-34	35-54	55+	Female	Male	
Paid a cable television bill	75%	61%	65%	67%	64%	63%	64%	71%	70%	68%	63%	69%	63%	66%

The National Citizen Survey™

How much do you support or oppose Village investments in each of the following?	Strongly support		Somewhat support		Somewhat oppose		Strongly oppose		Total	
Additional street lighting on the multi-use path from Dempster Street south to the Village limit	48%	N=174	37%	N=133	11%	N=39	4%	N=14	100%	N=360
Cameras in public areas	44%	N=159	32%	N=119	16%	N=57	8%	N=31	100%	N=366

Table 49: Question 16

Please indicate the impact, if any, each of the following would have on the amount you recycle from home each week. Would you recycle much more, somewhat more, or would you not recycle more?	Much more		Somewhat more		Would not recycle more		Total	
Better understanding of what materials can be recycled	41%	N=151	40%	N=147	19%	N=72	100%	N=370
Better understanding of how to prepare materials for recycling	36%	N=134	42%	N=157	21%	N=79	100%	N=370
More indoor space to collect recyclable materials	33%	N=121	37%	N=136	30%	N=108	100%	N=366
Larger outdoor recycling container	35%	N=129	33%	N=120	33%	N=120	100%	N=368
Assistance from friend or neighbor to move the recycling container to and from the curb	13%	N=48	31%	N=111	56%	N=200	100%	N=359

Table 50: Question D1

How often, if at all, do you do each of the following, considering all of the times you could?	Never		Rarely		Sometimes		Usually		Always		Total	
Recycle at home	6%	N=22	7%	N=25	12%	N=46	19%	N=73	56%	N=211	100%	N=376
Purchase goods or services from a business located in Skokie	2%	N=7	5%	N=17	29%	N=110	40%	N=149	25%	N=93	100%	N=376
Eat at least 5 portions of fruits and vegetables a day	3%	N=10	14%	N=54	27%	N=102	32%	N=119	24%	N=90	100%	N=375
Participate in moderate or vigorous physical activity	3%	N=10	15%	N=57	31%	N=118	33%	N=125	17%	N=65	100%	N=375
Read or watch local news (via television, paper, computer, etc.)	4%	N=15	8%	N=31	20%	N=73	26%	N=98	42%	N=156	100%	N=374
Vote in local elections	12%	N=46	7%	N=28	15%	N=58	25%	N=94	40%	N=149	100%	N=374

Table 51: Question D2

Would you say that in general your health is:	Percent		Number	
Excellent	16%		N=61	
Very good	44%		N=166	
Good	32%		N=121	
Fair	8%		N=29	
Poor	1%		N=3	
Total	100%		N=379	

Table 52: Question D3

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Percent	Number
Very positive	4%	N=16
Somewhat positive	24%	N=89
Neutral	57%	N=213
Somewhat negative	12%	N=45
Very negative	3%	N=12
Total	100%	N=375

12. Please rate the following categories of Skokie government performance:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The value of services for the taxes paid to Skokie.....	1	2	3	4	5
The overall direction that Skokie is taking.....	1	2	3	4	5
The job Skokie government does at welcoming citizen involvement.....	1	2	3	4	5
Overall confidence in Skokie government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5

13. Please rate how important, if at all, you think it is for the Skokie community to focus on each of the following in the coming two years:

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>
Sense of community.....	1	2	3	4
Overall ease of getting to the places you usually have to visit.....	1	2	3	4
Quality of overall natural environment in Skokie.....	1	2	3	4
Overall "built environment" of Skokie (including overall design, buildings, parks and transportation systems).....	1	2	3	4
Health and wellness opportunities in Skokie.....	1	2	3	4
Overall opportunities for education and enrichment.....	1	2	3	4
Overall economic health of Skokie.....	1	2	3	4
Overall feeling of safety in Skokie.....	1	2	3	4

14. Please rate how important, if at all, you think it is for the Village to invest in each of the following community programs to increase the sense of community in Skokie:

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>
Increased/improved neighborhood watch groups.....	1	2	3	4
Opportunities to get to know your neighbors.....	1	2	3	4
Block parties.....	1	2	3	4
Neighborhood clean-up events.....	1	2	3	4
Learning about diverse perspectives, including races and cultures.....	1	2	3	4

15. How much do you support or oppose Village investment in each of the following?

	<i>Strongly support</i>	<i>Somewhat support</i>	<i>Somewhat oppose</i>	<i>Strongly oppose</i>
Additional street lighting on residential east-west streets.....	1	2	3	4
Additional street lighting on Crawford Avenue.....	1	2	3	4
Additional street lighting in alleys.....	1	2	3	4
Additional street lighting on the multi-use path from Dempster Street south to the Village limit.....	1	2	3	4
Cameras in public areas.....	1	2	3	4

16. Please indicate the impact, if any, each of the following would have on the amount you recycle from home each week. Would you recycle much more, somewhat more, or would you not recycle more?

	<i>Much more</i>	<i>Somewhat more</i>	<i>Would not recycle more</i>
Better understanding of what materials can be recycled.....	1	2	3
Better understanding of how to prepare materials for recycling.....	1	2	3
More indoor space to collect recyclable materials.....	1	2	3
Larger outdoor recycling container.....	1	2	3
Assistance from a friend or neighbor to move the recycling container to and from curb.....	1	2	3

17. Is there a community issue or concern to you that is not addressed in this survey? Please explain.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 3, 2017**

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:15 P.M., Tuesday, January 3, 2017, 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 Klatzco, Spino, Cope, Bass, Patel (by phone)

ABSENT: Trustee Elster

A quorum was present. Also present: Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Charles Meyer, Assistant to the Village Manager; Andrew Letson, Acting Public Works Director; Robert Merkel, Finance Director; Steven McNellis, Director of Community Development; Police Chief Robert LaMantia; Heather McFarland, Management Analyst; Aaron Cook, Community Development Manager

Approval of Minutes

Minutes of the December 20, 2016 Committee of the Whole meetings were distributed in advance of the meeting and were examined. Trustee Bass moved to approve the minutes. Trustee Spino seconded the motion.

Regular Business

1. Discussion Concerning Any Questions on Village Board Meeting Agenda Items

There was no discussion.

2. Discussion Concerning Video Cameras on Public Property

This item was tabled at a previous Village Board meeting.

Trustee Cope moved to remove this from table, seconded by Trustee Spino.

The motion passed with a Voice Vote.

This item was presented by Chief LaMantia using PowerPoint. The identified source was "Using Public Surveillance Systems for Crime Control and Prevention, Urban Institute Justice Policy Center".

Public Places

Justification

- Safety and Security
- Crime Prevention
- Investigative Aid

Residential Homes

Benefits

- Highly Effective
- Supplemental Protection
- Location is Straight Forward
- Interior and Exterior Use
- Neighboring Properties
- Cost Effective

Commercial Businesses

Benefits

- Highly Effective
- Supplemental Protection
- Burglary, Theft and Employee Theft
- Location is Straightforward
- Neighboring Properties
- Cost Effective

Public Places

Benefits

- Densely Populated Areas
- Major Arterial Streets with Violent Crime

- Location is Challenging
- Crime Prevention Benefit is Limited
- Investigative Benefit is Limited
- Overall Benefit to the Community is Limited

Public Places

Considerations

- Location
- Active and Passive Monitoring
- Investigative Air
- Privacy Concerns (Monitoring Private Property)
- Community Acceptance
- Cost v. Benefit

Cameras Currently Deployed in the Village

- 70 Video Cameras Plus Police Squad Car
- Squad Car Video Streaming Capability
- Municipal Campus
- Public Works
- Pumping Station
- School District 74
- Lincolnwood Public Library
- Lincolnwood Town Center

Video Camera Deployment

Considerations

- Location/Density Populated Areas
- Crimes against a Person
- 2016 Burglary Dispersion
- 2016 Burglary to Motor Vehicle Dispersion
- Public Park Alternative
- Cost v. Benefit

Burglaries by Location and Burglaries to Motor Vehicles were exhibited.

Discussion ensued with questions regarding cameras on the bike paths and perhaps on Call Boxes (they have five and eight).

Consensus: Obtain more information regarding placement in Proesel and Centennial Parks and on Bike Paths.

Trustee Patel requested clarification regarding camera placement on residential streets and the impact on resident privacy.

3. Status Report from the Economic Development Commission

Chair – James V. Persino
James Berger
Genelle Iocca
Paul Levine
Terrance Strauch

Vice Chair – James Kucienski
Myles Berman
Patrick Kaniff
Patrick McCoy

Previous EDC Members who served during this reporting period:

Maureen Ehrenberg
Nadia Senuita

William Pabst

Significant Activities (2014-2016)

Recommended

- Brickyard Bank PEP Grant Request
- Against a Code Amendment to Permit Video Gaming
- Airoom Building and Airoom Plaza PEP Grant Requests
- Village Consent to 7C Cook County Property Tax Abatement – 4555 Chase Avenue
- Statement to Village Board Supporting Binny’s Store Proposal
- Village Consent to 7B Cook County Property Tax Abatement – Former Dominick’s
- Transfer of Volume Cap to Upper Illinois River Valley Development Authority

Reviewed/Considered

*Devon Avenue Streetscape Plan

*Implementation of Economic Development Work Plan and Update on the Plan

*Current /Upcoming Development Projects:

- Devon Avenue Streetscape Plan
- Update on 2005 Lincoln Avenue Corridor Plan
- Status of Lincoln Avenue Property Redevelopment
- Proposed Rezoning of Kow Kow Resident to R=4 Residential Zoning for Development

2016-2018 Anticipated Activities /Goals

- Consider Hotel Tax incentive request for Hyatt Place Hotel
- Review PEP/GIFT grant requests

- Review TIF budgets and requests to transfer of Volume Cap
- TIF Incentive proposal for former Purple Hotel Site
- Review progress of Economic Development Work Plan

Specific Questions or Comments for the Village Board

- Reopening existing Lincoln-Touhy TIF
- Budget consideration for a consultant to prepare a Marketing/Branding Economic Development Plan

Trustee Cope questioned what it would take to get the Purple Hotel site developed.

President Turry thanked Mr. Persino and his Commission for their hard work. He also noted that Mr. Persino is the only Chair who has ever served on this Commission.

Adjournment

At 7:20 P.M. Trustee Cope moved to adjourn Committee of the Whole, seconded by Trustee Klatzco.

The motion passed with a Voice Vote.

Respectfully Submitted,


Beryl Herman
Village Clerk

March 16, 2017

Ashley Engelman
Assistant Village Manager
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Re: Security Cameras in Public Places

Dear Ashley,

CLIENTFIRST has been asked to summarize our involvement in the selection process and to evaluate the design and budget for security cameras in the following public places: Centennial Park, Proesel Park, and both bike trails (Union Pacific and Valley Line).

The introduction of security cameras in the public places was a request from the Board of Trustees. *CLIENTFIRST*, as the Village's information technology consultant, worked with Village staff and the Village's video surveillance vendor, Quinlan Security Systems, to identify potential solutions and determine viable options for the camera systems. The main system design parameter was full camera coverage in each of the public places. Security cameras for these areas are not currently included in the Village's five-year IT Strategic Plan.

System Design

CLIENTFIRST took the following steps in reviewing the system design:

- Met with Village and vendor staff for three site tours, to review site conditions and viewing angles
- Discussed camera placement, including options for mounting the cameras on existing poles or new locations. The resulting proposal includes some use of existing lighting poles in Centennial Park. The call boxes were too low to use effectively for cameras
- Reviewed security camera coverage, and how to protect privacy for surrounding homes.
- Evaluated design options
- Reviewed several proposals from the surveillance vendor
- Met with Village staff and the vendor to adjust scope

After reviewing the system design, *CLIENTFIRST* finds the system design is viable for these locations.



Budget Analysis

Our budget analysis took into consideration the following:

- Security camera cost
- Camera support poles
- Power and data connections for cameras
- Server costs
- Ongoing maintenance costs

Based on our review, *CLIENTFIRST* believes that the system budget is reasonable for the current system scope. However, due to the high cost of the system, the Village could examine possible alternatives. These alternatives include providing limited initial coverage, and adding cameras every year, leading to full coverage in five years. Another alternative would be to fully equip one public place per year, in a multi-year phased approach. Either of these alternatives would spread the cost over time, and reduce the impact on individual budgets.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Jakobsen".

Tom Jakobsen

Senior Partner

IT Infrastructure and Operations Practice Leader

Village of Lincolnwood Village Board Committee of the Whole

Board: Parks and Recreation

Commission Members: Sarah Harding, Chairperson
Demerise Gratch
Grace Diaz Herrera
Amy Kaniff
Arthur Lovering
Laura Tomacic
Victor Shaw
Jennifer Spino, Liaison

Summary of Significant Activities of the Previous Two Years:

1. Took in 11,873 registrations for recreation programs
2. Took in 2,623 registrations for the summer day camp program
3. Planned and implemented a total of 19 department special events
4. Sold a total of 6,868 pool passes; 3,025 resident and 3,843 non-resident
5. Generated a total of \$45,385 in sponsorship revenue for programs and events
6. Completed the Valley Line and Union Pacific Bike Paths and held a Ribbon Cutting ceremony for the Valley Line Trail
7. Completed the O'Brien Park Playground replacement; the RFP and Bid process was completed for the G.G. Rowell Playground and installation is scheduled for April 2017. Both playgrounds have been donated to Kids Around the World
8. The Global Fitness Spot was generously donated as a living memorial to honor the life of Madeline Horwitz Boccuzzi by her parents, Dr. Steven and Donna Horwitz. It was installed during the summer of 2015 and dedicated during a touching ceremony on August 8, 2015
9. Completed the Proesel Park shelter renovation, which resulted in a new roof with skylights, updated bathroom fixtures, new efficient lighting, a new and wider path around the shelter, and an overall cleaning of the stone
10. Replaced the 11-year old shade structures at the aquatic center
11. Repainted the Proesel Park tennis and basketball courts and added pickleball lines to one of the courts
12. Developed an Aquatic Center Master Plan
13. Held a strategic planning session with the Park Board and staff to review and update the department strategic plan for Fiscal Years 2016-2019
14. Summer day camp program received ACA (American Camping Association) accreditation for the second time
15. Created and implemented the Park Passport Program
16. Welcomed the Lincolnwood Public Library into the parks and aquatic center through storytime in the parks, a free book cart at the aquatic center, and storytime at the aquatic center. Cooperative programming was also increased, including Coupes and Comedy (indoor) and Stories N' Smores (outdoor)

17. Planned and implemented the 40th annual Turkey Trot and sold out in 2015 and 2016
18. Planned and implemented the 25th Anniversary of Village Hall Municipal Campus celebration
19. Successfully moved the Touch-a-Truck and Halloween special events back to Village Hall/Proesel Park to increase Lincolnwood resident participation and awareness of Lincolnwood parks
20. Participated in NRPA (National Recreation and Park Association) Olympic Day and National Parks and Recreation month

FY 2016-2018 Anticipated Activities/Goals

1. Plan and implement a Village-wide Health and Wellness initiative/program
2. Replace playground equipment at Central Park and begin the RFP and bid process for the replacement of playground equipment at Proesel Park
3. Revise department logo and vision statement
4. Develop a plan to pursue the land east of the channel in Centennial Park for development of athletic fields
5. Research and seek grant opportunities to complete Phase III of the Centennial Park development project

Specific Questions or Comments for the Village Board:

1. Thoughts/feedback on pursuing the land on the east side of the Channel for development of athletic fields?
2. Thoughts/feedback on moving forward with completing Phase III of the Centennial Park development project?



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., MARCH 21, 2017**

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Village Board Minutes – February 21, 2017
2. Village Board Minutes – March 7, 2017

V. Warrant Approval

VI. Village President's Report

VII. Consent Agenda (If anyone 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 a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 28 & April 29, 2017 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees (Appears on Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Resolution to Authorize the Planting of 81 Trees to be Purchased from the Suburban Tree Consortium for the Spring 2017 Planting in the Amount of \$30,244 (Appears on Consent Agenda Because it is a Routine Function of Government)
3. Approval of a Resolution Authorizing the Execution of a Parking Lot Easement and License Agreement with Lincolnwood Properties, LP (Appears on Consent Agenda Because it is a Routine Function of Government)
4. Approval of the Following Items Pertaining to the UP Parking Lot Construction Project: A) A Resolution Awarding a Contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois in the Amount of \$737,063.75, B) An Ordinance Waving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. in the Amount of \$50,000 for the Provision of Construction Management Services (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)

VIII. Regular Business

None

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Report

XIII. Public Forum

XIV. Adjournment

DATE POSTED: March 17, 2017

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at Lincolnwood.tv 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. on cable television or online at lwdtv.org or on the Lincolnwood Mobile App.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 21, 2017**

DRAFT

Call to Order

President Turry called the regular meeting of the Lincolnwood Board of Trustees to order at 7: 30 PM, Tuesday, February 21, 2017, in the Council Chambers of the Municipal Complex at 6900 N. 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 Bass, Klatzco, Elster, Patel, Spino (by phone)

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarland, Management Analyst; Mark Burkhart, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development ; Robert LaMantia, Police Chief; Robert Merkel, Finance Director; Andrew Letson, Acting Public Works Director

Approval of Minutes

The minutes of the February 7, 2017 Village Board meeting were not available at this time. Two sets of minutes will be available for review at the next Village Board meeting.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$1,046,034.11. The motion was seconded by Trustee Elster.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Elster, Klatzco, Bass, Patel, Spino

NAYS: None

The motion passed.

Village President's Report

1. Iron Chiefs – President Turry spoke regarding the success of this event, over 100 were in attendance and a donation of \$3500 was made to the Niles Township Food Pantry.

2. A debate for those running for Village offices will be held on March 28 in Council Chambers and will be broadcast on Channel 6. This debate will be sponsored by the Lincolnwood Chamber of Commerce.

3. Lincolnwood Parks and Recreation Department received an Outstanding Program Award. Congratulations to Melissa Rimdzius, Laura McCarty and the rest of the staff.
4. President Turry spoke of criticism he has received for his leaving for vacation. He defended his position.
5. President Turry spoke of Earth Hour coming up in March and urged all residents to turn off their electricity using devices and lights.
6. Upcoming Meetings

President Turry announced upcoming meetings. These meeting dates may be found on the Village Website.

Consent Agenda

1. **Approval of a Request to Issue a Class S-E Liquor License to the Lincolnwood Public Library for a Grand Reopening Occurring March 2, 2017 from 5:00 P.M. to 7:00 P.M.**
2. **Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Halogen Supply Company, Inc. for the Design and Purchase of Two Halo Gen.RTS Controllers for the Proesel Park Family Aquatic Center Pool**
3. **Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, Allowing the Friends of the Community Center to Hold Lincolnwood Fest 2017 on July 20-23**
4. **Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Section 15 of the Village Code Pertaining to Restricting Parking Between the Hours of 9:00 p.m. and 6:00 a.m. in the Designated Parkway Parking Area on the East Side of Kimball Avenue between Devon Avenue and the North Alley**

Trustee Elster moved to approve the Consent Agenda, as presented, seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees Patel, Elster, Bass, Klatzco

NAYS: None

The motion passed

Regular Business

5. **Consideration of an Ordinance to Amend Chapter 7, Article 2, Section 17, 18 and 24 of the Village Code Regarding Parking of Recreational and Commercial Vehicles**

This item was presented by Chief LaMantia using PowerPoint.

Commercial Vehicles – Current and Proposed Regulations by Vehicle Type

Charts indicating types, regulations and proposed regulation were exhibited for thirteen types of vehicles.

Photographs were exhibited of various types of vehicles identified within the Village.

Trustee Bass questioned the square footage of signs.

Trustee Patel stated that this item has been in discussion for about five years. It came before the Traffic Commission in 2012. The question is how to regulate, not do we regulate.

Can the Board bifurcate and move forward with the identified six items.

Trustee Bass would like to Table this item, because people were not given enough notice.

Attorney Burkland stated that if consensus is to revise the Ordinance, the Board needs to direct the attorney to draft a new Ordinance.

Chief LaMantia stated that notifications have been made.

President Pro-Tem Elster recommended that the item be Tabled and brought to a meeting with the full Board in attendance.

Trustee Bass suggested that everyone would know what is going on if the Village checked names on vehicle stickers.

Trustee Patel stated that the problem is that not all vehicles are stickered in Lincolnwood.

President Pro-Tem Elster opined that either there should be a vote on all items or Table all.

The following residents addressed the Board:

Resident Peter Ranemann – We will keep coming back to meetings, some of the items are logical, some not.

Resident Steve Kadeem – We need at least a month's notice, where do we draw the line on which vehicles we may have.

Resident Virgil Tiran – We should not have to hire an attorney to see where we can park.

Trustee Patel stated that he had observed a very large truck on a driveway for one year – a process is needed.

Resident Lou Napravnik – Thanks for hearing us. We need to get the word out, there are no bad people here.

Resident Tiba – Vehicles on driveways for more than one or two days should not be allowed. Complaints should be checked.

Resident Stan Wilk – Recommends using robo-call to notify residents of meetings of interest.

Mr. Wiberg provided residents with Chief LaMantia's email.

A list of those in attendance was provided, with contact information.

Trustee Klatzco moved to Table the item to the Village Board meeting of June 20 (workshops to be held before the meeting), seconded by Trustee Bass Motion passed with a Voice Vote.

6. Consideration of an Ordinance Waiving Competitive Bidding and Authorizing an Agreement with Kane, McKenna and Associates, Inc. for Performance of an Eligibility Study for the Re-designation of the Lincoln-Touhy Redevelopment Project Area

This item was presented by Mr. McNellis using PowerPoint.

TIF Approval Process Timeline

Six Month Process

- *TIF Consultant begins work on Eligibility Study (Day 1)
- *TIF Consultant completes Eligibility Study and Village Board Resolution setting Date for Joint Review Board meeting (Day 60)
- *Joint Review Board convenes (Day 90)
- *Joint Review Board provides recommendation (within 30 days of meeting) (Day 120)
- *Village Board sets date of Village Board Public Hearing (Day 160)
- *Village Board adopts Ordinances approving Redevelopment Plan and TIF Designation (14-90 days after Public Hearing) (Day 174)

Proposed TIF Legislation

- *House Bill (HB2964) introduced on February 9, 2017
- *Proposed to amend the Tax Increment Allocation Redevelopment Act

- *Provides that when a TIF District is terminated, property within that District may not become part of another TIF District for 15 years after the date of termination
- *Bill was referred to the House Rules Committee on February 9, 2017
- *If ultimately approved, this would preclude the Village from following through with Re-designating the Lincoln-Touhy TIF for 15 years.

President Turry indicated that in his opinion this legislation is likely to pass.

Trustee Patel read the following statement:

At the last Village Board meeting, several statements were made by Trustee Bass on this dais regarding the Touhy/Lincoln TIF and how it relates to development of the former Purple Hotel site. We were given information from our professional staff and counsel regarding the history of the existing TIF and its current status. We were also provided with several reasons that the action we were contemplating was the right direction for us to take. In particular, it was noted that the creation of the current TIF was instrumental in attracting a developer to purchase the property from an owner that was facing foreclosure. This is, through no fault of the Village or Village Board, the same situation we have now.

During our deliberation and after the vote, several statements were made by Trustee Bass about how developers select projects and how to attract them to the site. Claims of ‘real developers’ waiting in the wings and the ability to ‘fast track’ the TIF designation process were BASELESS. The Village Board has no way to control the actions of the Joint Review Board nor can any assurance be given that their support will remain. Additionally there is now proposed legislation in Springfield which could make the proposed re-designation IMPOSSIBLE in the future. Claims of measures not being taken by

the Village Board or Village Staff are EMPTY. Many measures are being taken by the Board and Staff to assist in development of the site as this Village Board, including Trustee Bass, knows very well.

As a member of ICSC and a real estate professional with nearly two decades of retail real estate experience in the Chicagoland market, I am the most experienced and knowledgeable person on this dais on this subject. I however, am not the developer that will develop this site. I will serve this Village as a Trustee and will work to the best of my abilities to advocate for a successful and desirable development. To that end, today, I reached out to some of the most well respected and knowledgeable people in the real estate development industry. I explained our intentions to re-designate the TIF and the circumstances which the site faces. With the limited time available to me today, I reached out to several people and all of them agreed, as I suspected, that the re-designation of the TIF was the proper action for the Village to take, if we are looking to attract developers. It was agreed that without that action, DEVELOPMENT WILL NOT OCCUR.

All of these people have given me permission to state their names and companies publicly in support of the re-designation in an effort to attract a developer. Some of the respondents even expressed that they will have interest in the site if the proposed measure is adopted. The names of those that agreed to be publicly known are: Liz Holland, CEO of Abbell Associates and Chairman of the International Council of Shopping Centers; Todd Berlinghoff, Partner of Hamilton Partners; James Matanky, President of Matanky Realty; Scott Gendell, President of Terraco; Terry McCollom, President of McCollom Realty; Donna Pugh, Partner at Foley and Lardner, a leading zoning attorney, representing major developers such as Westfield malls, owner of Westfield Old Orchard. There are several others that could not be reached today, but based on the affirmative response I received I would expect I would not find a major developer that would not agree on the course of action we are taking.

That being said I move to approve the ordinance as proposed, seconded by Trustee Klatzco.

Trustee Bass stated that he feels this is not a pressing issue. He stated that House Bill 2967 was just presented to the State Legislature and that he has talked to people interested in the site and none of the people stated that the TIF needed to be restarted. When there is a developer in works, there will then be a pressing situation. He stated that if a developer takes control of the site, he would then be in favor of taking the issue up again.

Trustee Patel stated that as an experienced real estate developer, he has spoken to many development leaders and they all agree that the TIF needs to be re-started if the Village wants to see development occur on the site.

President Turry stated that he believes that HB2967 will move forward quickly, and if it approved by the state, it will stop the re-designation process for 15 years. Therefore, he believes the need to move forward is now. He further stated that all expenses incurred with the process are eligible to be paid for by the TIF, so he feels that there is no financial risk to the Village.

Trustee Bass questioned attorney Burkland as to what he believes the timetable would be for the state to consider, and possibly approve the HB2967.

Attorney Burkland responded that this is unpredictable.

President Turry called for a vote on the motion.

Upon Roll Call the Results were:

AYES: Trustees Bass, Patel, Elster, Klatzco, Spino, President pro-tem Elster

NAYS: None

The motion passed

EDC Chair Jim Persino addressed the Board. He stated that perhaps the sponsor of the bill would be willing to accept an amendment regarding those communities already in the process of opening a new TIF. This will be looked into.

Resident Christina Duropoulos questioned when something will be done with this area. Mr. Wiberg, Trustee Patel, Trustee Klatzco and Trustee Bass responded.

7. Consideration of an Ordinance Amending Chapters 6, 12, and 15 of the Village Code Regarding the Village's Public Way and Water and Sewer Regulations

This item was presented by Mr. Letson using PowerPoint.

Background

The Village Engineer performed a review of the Code and proposed changes based on current engineering practices.

Previous Discussions

*June 21, 2016 – COTW

*August 31, 2016 – CORB

*September 20, 2016 – COTW

February 8, 2017 – Plan Commission

Proposed New Driveways and Driveway Approach Regulations

*New driveway approaches must be constructed a minimum distance from parkway trees

*One foot per diameter inch, up to 10 feet

- A driveway would need to be at least 5 feet from a 5 inch tree

- A driveway would need to be at least 10 feet from a 12 inch tree

*In cases where avoiding a tree is not possible, the resident may remove the parkway tree

- If there are no parkway trees within 25 feet of the subject tree, the resident would pay into a replacement fund at a rate of \$150 per diameter inch

Proposed New Connection to Water Mains Regulations

*Connections to Village water mains must conform to standards set forth by the Director of Public Works

*Allows the Village Engineer to develop a standard detail for connections based on modern engineering practices

Proposed New Manner of Filling Trenches Regulations

*Updates backfiring requirements to note the use of stone as trench backfill under pavement

*Requires proper compaction of the stone

*Meets current IDOT standards and engineering practices

Proposed New Footing Drain and Downspout Requirements

- *Requires new sump pumps and downspouts discharge to either the front or rear yard and not toward any adjacent properties.
- *Discharge must be a minimum of 5 feet from the property line
- *Allows existing conditions to remain, unless they are causing a nuisance

Proposed New Definitions in Chapter 12

- *Creates a definition for “Combined Sewer”
- *Amends definitions for 100-year and 2-year storm events

Proposed Amendment to Stormwater Detention Regulations

- *Developments that disturb more than ½ acre are required to obtain a permit from MWRD
 - Permit regulates the amount of required detention and the rate of flow into the sewer system
- *The Village has adopted stricter regulations to mitigate inundation of the combined sewer system
- *The amendment removes the stricter requirements for properties that are tributary to a separated storm sewer
 - Primarily the NEID
 - These properties do not have an impact on the combined sewers
 - Reduces the overall development cost for projects in the affected area

Proposed Regulations Related to Method of Discharge, Excessive Release Rate Fee, Restrictor Size and Design

- *Eliminates the 3 inch minimum restrictor size requirement and fee for an excessive release rate
- *Smaller restrictors do not have clogging issues if designed properly and have devices to prevent clogging
- *Amendment provides flexibility for development projects

Proposed Regulations Regarding Altering Drainage Patterns

- *Requires a grading permit for a variety of activities
 - Construction of a new home or addition
 - Construction of an accessory structure
 - Installation of in-ground swimming pools
 - Landscaping changes that alter the flow of existing drainage
 - Land disturbing work in the floodplain
 - Land disturbing work affecting an area of one acre or more
 - Demolition of any building
 - Altering drainage patterns
 - Excavating or filling an area greater than 50 square feet
- *The documentation required will be determined on a case by case basis, primarily based on the scope of the project

Proposed Change to Definition in the Zoning Code

- *Creates a definition for the top of curb
 - Highest point of curb along the frontage of property
- *Assists with measuring the allowable height of the finished first floor
- *Codifies current practice

Recommendation

Move to approve an Ordinance amending Chapters 6, 12 and 15 of the Village's public way and water and sewer regulations.

Discussion ensued with clarification provided by Mr. Letson and Village Engineer Amelio.

Trustee Patel moved to approve the Ordinance as proposed, seconded by Trustee Klatzco.

Upon Roll Call the Results were:

AYES: Trustees Bass, Cope, Patel, Elster, Klatzco, Spino

NAYS: None

The motion passed

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

Absentee ballot request forms have been received by the Village. Anyone wishing to receive a form contact the Clerk's office and provide your name and address and you will receive the form.

Trustees Reports

None

Public Forum

Resident Jean Halevi spoke suggested that the Village plant milkweed along our new walking paths in order to attract Monarch butterflies which are endangered. She stated that this is not a costly project and would be helpful to the environment.

Adjournment To Closed Session

At 9:40 P.M. Trustee Elster moved to adjourn the Village Board meeting to Closed Session for the purpose of discussing probable or imminent litigation 2(c),(11) seconded by Trustee Bass.

Upon Roll Call the Results were

AYES: Trustees Klatzco, Elster, Patel, Bass, Cope

NAYS: None

The motion passed

Reconvention

At 10:01 P.M. President Turry reconvened the Village Board meeting.

Adjournment

At 10:01P.M. Trustee Elster moved to adjourn the meeting, seconded by Trustee Klatzco.
The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
MARCH 7, 2017**

DRAFT

Call to Order

President Pro-Tem Elster called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30PM, Tuesday, March 7, 2017, in the Council Chambers of the Municipal Complex at 6900 N. 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 Pro-Tem Elster, Trustees Bass, Cope, Patel, Klatzco, Spino President Turry (phone)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarland, Management Analyst; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development; Robert Merkel, Finance Director; Andrew Letson, Public Works Director

Approval of Minutes

The minutes of the February 7, 2017 and the February 21, 2017 Village Board meetings were distributed and examined in advance.

Trustee Klatzco moved to approve the February 7 minutes, seconded by Trustee Cope.

Trustee Bass requested a correction to the February 21 minutes. Clerk Herman stated that the correction has been received and will be checked against the video of the meeting and the appropriate correction will be made.

The February 7 meeting minutes were approved by Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$366,319.70. The motion was seconded by Trustee Cope.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Bass, Patel, Cope, Spino, Klatzco, President Pro-Tem Elster

NAYS: None

The motion passed.

Village President's Report

1. President Pro-Tem Elster spoke of the death of Paul Gordon.

President Turry gave a tribute to Mr. Gordon. He spoke of all of his hard work and dedication to Lincolnwood. The sympathies of the Board to the Gordon family.

2. Upcoming Meetings

President Pro-Tem Elster announced upcoming meetings. These meeting dates may be found on the Village Website.

Consent Agenda

1. **Approval of an Ordinance Amending Section 10-2-3 (Class A Local Liquor Licenses) of the Village Code of Lincolnwood to Eliminate One Class A License**
2. **Approval of a Resolution Awarding a Contract to Norvilla, LLC of Broadview, IL for the Construction of the Lowe's Parking Lot Entrance Modifications in the Amount of \$77,970.15**
3. **Approval of the Following Items Pertaining to the Lincoln Avenue Median Improvement Project: A) A Resolution Awarding a Contract to Nettle Creek Nurseries of Morris, IL in the Amount of \$858,441.40; B) An Ordinance Waiving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. in the Amount of \$35,000 for the Provision of Construction Management Services**
4. **Approval of a Resolution Pledging \$75,000 in Local Funds Required to Apply for a \$250,000 Grant through the Invest in Cook Program for the Touhy/Cicero Intersection Improvements**
5. **Approval of an Ordinance to Waive Enforcement of Chapter 17, Article 2, Section 16(A) of the Municipal Code of Lincolnwood for the Use, Operation and Playing of Sound Devices at a Private Affair on Sunday, March 12, 2017 from 6:00 p.m. to 10:00 p.m. at 6529 N. Central Park Avenue, Lincolnwood, IL.**

Trustee Bass moved to approve the Consent Agenda, as presented, seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Bass, Patel, Cope, Spino, Klatzco, President pro-tem Elster

NAYS: None

The motion passed

Regular Business

None

Manager's Report

Mr. Wiberg announced that on Wednesday, March 1, the Police Dispatch move to Skokie went smoothly. He spoke of the mechanics of this change. Thanks to the Police Department and Mrs. Engelmann.

Trustee Bass asked if we could not have limited staff in-house at night

Board and Commissions Report

The Finance Subcommittee will meet on Thursday, March 9, 2017 at 6PM

Village Clerk's Report

None

Trustees Reports

Trustee Cope spoke of the loss of Paul Gordon, he was a gentleman and passed away with a good name and reputation.

Public Forum

Resident Stanley Wilk of 4830 Chase addressed the Board regarding his concerns over his property values going down due to the proposed hotel to be built on Cicero Avenue.

Mr. Wiberg requested a date for the Water Supply Workshop. Since no date could be agreed upon, a request for a date will be circulated amongst the Trustees.

Adjournment To Closed Session

At 7:50P.M. Trustee Patel moved to adjourn the Village Board meeting to Closed Session for the purpose of discussing employment matters 2(c),(1) seconded by Trustee Spino.

Upon Roll Call the Results were

AYES: Trustees Bass, Patel, Cope, Klatzco, Spino, President Pro-Tem Elster

NAYS: None

The motion passed

Reconvention

At 9:10 P.M. President Pro-Tem Elster reconvened the Village Board meeting.

Adjournment

At 9:11 P.M. Trustee Cope moved to adjourn the meeting, seconded by Trustee Spino. 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: March 17, 2017

The following are the totals for the List of Bills being presented at the March 21st Village Board meeting.

3/21/2017	155,759.41
3/21/2017	324,172.33
3/21/2017	30,361.78
3/21/2017	155,773.64
3/21/2017	159,177.01
Total	<hr/> <u>\$ 825,244.17</u>

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 03/13/2017 - 2:54PM
Batch: 00200.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Chicago Communications, LLC					
CHGOCOMM					
290326	3/6/2017	816.05	0.00	03/21/2017	
					101-300-512-5410 R&M - communications equipm
					Portable radio maintenance - April 2017
	290326 Total:	816.05			
	Chicago Communications,	816.05			
Christopher Burke Engineering					
CHRISTB					
135096	3/9/2017	6,312.76	0.00	03/21/2017	
					220-000-511-5340 Engineering
					Devon Avenue Streetscape Phase I Design
	135096 Total:	6,312.76			
	Christopher Burke Enginee	6,312.76			
Conrad Polygraph, Inc.					
CONRAD					
2408	3/1/2017	640.00	0.00	03/21/2017	
					101-200-511-5599 Other contractual
					Polygraph Services for Police Officer candidate
	2408 Total:	640.00			
	Conrad Polygraph, Inc. Tot	640.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Engelstein, Shirley ENGELSTE SE03-2017	3/1/2017	300.00	0.00	03/21/2017	
101-100-511-5270					Purchased program services Art Gallery Invoice March/April
	SE03-2017 Total:	300.00			
	Engelstein, Shirley Total:	300.00			
Field, Emily FIELDEM REIM030217EFM	3/6/2017	75.00	0.00	03/21/2017	
101-300-512-5840					Meals Reimbursement/Meals/Examination
	REIM030217EFM Total:	75.00			
	Field, Emily Total:	75.00			
Flags USA Inc. FLAGSOA 66489	3/6/2017	763.00	0.00	03/21/2017	
101-300-512-5730					Program supplies Flag purchase
	66489 Total:	763.00			
	Flags USA Inc. Total:	763.00			
Galls Incorporated GALLS 6985740	2/13/2017	52.97	0.00	03/21/2017	
101-300-512-5070					Uniform allowance Uniform items
	6985740 Total:	52.97			
7015373	2/13/2017	52.21	0.00	03/21/2017	
101-300-512-5070					Uniform allowance Uniform items

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
7015373 Total:		52.21			
Galls Incorporated Total:		105.18			
General Code, LLC GENERAL GC00101113	3/1/2017	995.00	0.00	03/21/2017	E-code annual fee
101-110-511-5550 Ordinance codification					
GC00101113 Total:		995.00			
General Code, LLC Total:		995.00			
Gordon, Jeffrey GORDONJE REIM030617JGM	3/6/2017	75.00	0.00	03/21/2017	Reimbursement/Meals/Examination
101-300-512-5840 Meals					
REIM030617JGM Total:		75.00			
Gordon, Jeffrey Total:		75.00			
Got Laundry Chicago?, Inc. GOTLAUND N298342	12/14/2016	7.00	0.00	03/21/2017	Dry clean cell blankets
101-300-512-5730 Program supplies					
N298342 Total:		7.00			
N298561	12/22/2016	31.00	0.00	03/21/2017	Dry clean cell blankets
101-300-512-5730 Program supplies					
N298561 Total:		31.00			
N298774	12/29/2016	25.00	0.00	03/21/2017	Dry clean cell blankets
101-300-512-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	N298774 Total:	25.00			
N298874	1/5/2017	49.00	0.00	03/21/2017	
101-300-512-5730	Program supplies				Dry clean cell blankets
	N298874 Total:	49.00			
N299085	1/12/2017	55.00	0.00	03/21/2017	
101-300-512-5730	Program supplies				Dry clean cell blankets
	N299085 Total:	55.00			
N299362	1/19/2017	43.00	0.00	03/21/2017	
101-300-512-5730	Program supplies				Dry clean cell blankets
	N299362 Total:	43.00			
N299521	1/27/2017	37.00	0.00	03/21/2017	
101-300-512-5730	Program supplies				Dry clean cell blankets
	N299521 Total:	37.00			
N299707	2/2/2017	19.00	0.00	03/21/2017	
101-300-512-5730	Program supplies				Dry clean cell blankets
	N299707 Total:	19.00			
	Got Laundry Chicago?, Inc	266.00			
Groot Recycling & Waste Services					
GROOT					
14807752	3/1/2017	56,586.54	0.00	03/21/2017	
101-440-514-5230	Garbage & recycling				1229-001/Community pick up
	14807752 Total:	56,586.54			
14807753	3/1/2017	718.07	0.00	03/21/2017	
101-440-514-5230	Garbage & recycling				1230-01/School District 74

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	14807753 Total:	718.07			
14808373	3/1/2017	3,146.40	0.00	03/21/2017	
101-440-514-5230	Garbage & recycling				1231-001/Multi family pick up
	14808373 Total:	3,146.40			
	Groot Recycling & Waste S	60,451.01			
Illinois City/County Management Association					
ILCMA					
764	3/3/2017	50.00	0.00	03/21/2017	
101-200-511-5510	Advertising				Job ad posting fee
	764 Total:	50.00			
	Illinois City/County Manag	50.00			
Jake the Striper					
JAKETHES					
15829	2/16/2017	450.00	0.00	03/21/2017	
101-300-512-5480	R&M - vehicles				Replace graphics on squad car
	15829 Total:	450.00			
	Jake the Striper Total:	450.00			
JG Uniforms Inc					
JGUNIFOR					
15089	2/28/2017	69.80	0.00	03/21/2017	
101-300-512-5070	Uniform allowance				Uniform items
	15089 Total:	69.80			
15149	3/3/2017	139.90	0.00	03/21/2017	
101-300-512-5070	Uniform allowance				Uniform items

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
15149 Total:		139.90			
15259	3/3/2017	5.00	0.00	03/21/2017	Uniform allowance
101-300-512-5070 Uniform allowance					Uniform items
15259 Total:		5.00			
JG Uniforms Inc Total:		214.70			
Lowe's Business Acc/GECE					
LOWES					
02426	2/15/2017	42.45	0.00	03/21/2017	Equipment - data processing
101-250-511-6530 Equipment - data processing					Bulk iron plate
02426 Total:		42.45			
05434	3/2/2017	99.72	0.00	03/21/2017	Other materials & supplies
101-350-512-5799 Other materials & supplies					Extension cord, plugs
05434 Total:		99.72			
10989	3/3/2017	12.24	0.00	03/21/2017	Other materials & supplies
101-350-512-5799 Other materials & supplies					Tread tape
10989 Total:		12.24			
Lowe's Business Acc/GEC		154.41			
MGP, Inc.					
MGPINC					
3623	2/28/2017	909.14	0.00	03/21/2017	Other contractual
101-250-511-5599 Other contractual					GISC Staffing - February
3623	2/28/2017	909.15	0.00	03/21/2017	Contractor Permits Payable
101-000-210-2650 Contractor Permits Payable					GISC Staffing - February
3623	2/28/2017	1,818.29	0.00	03/21/2017	Other contractual
660-620-519-5599 Other contractual					GISC Staffing - February
3623	2/28/2017	275.00	0.00	03/21/2017	Other contractual
101-250-511-5599 Other contractual					GISC Staffing - February

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	3623 Total:	3,911.58			
	MGP, Inc. Total:	3,911.58			
Micro TEL MICROTE 122892	2/7/2017	800.00	0.00	03/21/2017	
	101-250-511-5340 Maintenance Agreement Expen				MicroCall maintenance for phone system
	122892 Total:	800.00			
	Micro TEL Total:	800.00			
Northern Illinois Police Alarm System NTILPALS 11558	3/4/2017	59.20	0.00	03/21/2017	
	101-300-512-5580 Telephone				Language line
	11558 Total:	59.20			
	Northern Illinois Police Al	59.20			
Parikh PARIK 10380-9-000	3/2/2017	23.70	0.00	03/21/2017	
	660-000-110-1230 Water customer receivables				Refund Credit balance on water account
	10380-9-000 Total:	23.70			
	Parikh Total:	23.70			
Robbins, Salomon & Patt, LTD RS&PLTD 210169	3/9/2017	412.50	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-230-511-5399 Other professional services					Adjudicative Hearings
210169 Total:		412.50			
210170	3/9/2017	690.00	0.00	03/21/2017	
101-230-511-5399 Other professional services					Municipal Prosecution/Traffic violations
210170 Total:		690.00			
Robbins, Salomon & Patt,		1,102.50			
Sam's Club SAMSCL 02062017	2/6/2017	144.47	0.00	03/21/2017	
205-520-515-5645 Concessions & food					Club Kid snack
02062017 Total:		144.47			
02232017	2/23/2017	114.56	0.00	03/21/2017	
205-520-515-5645 Concessions & food					Club Kid snack
02232017 Total:		114.56			
2212017	2/21/2017	28.94	0.00	03/21/2017	
205-504-515-5645 Concessions & food					Coupes and comedy food
2212017	2/21/2017	127.79	0.00	03/21/2017	
205-530-515-5730 Program supplies					Camp program supplies
2212017 Total:		156.73			
Sam's Club Total:		415.76			
United States Postal Service USPOSTAL PB030917	3/9/2017	5.73	0.00	03/21/2017	
205-500-515-5720 Postage					Pitney Bowes postage
PB030917	3/9/2017	19.18	0.00	03/21/2017	
101-210-511-5720 Postage					Pitney Bowes postage
PB030917	3/9/2017	588.32	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-210-511-5720 Postage PB030917	3/9/2017	19.70	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	14.10	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	26.34	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	326.37	0.00	03/21/2017	Pitney Bowes postage
660-610-519-5720 Postage PB030917	3/9/2017	1.13	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	45.94	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	5.98	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	30.82	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	3.68	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	7.88	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	0.46	0.00	03/21/2017	Pitney Bowes postage
205-500-515-5720 Postage PB030917	3/9/2017	3.70	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	146.55	0.00	03/21/2017	Pitney Bowes postage
101-210-511-5720 Postage PB030917	3/9/2017	36.80	0.00	03/21/2017	Pitney Bowes postage
205-500-515-5720 Postage PB030917	3/9/2017	511.68	0.00	03/21/2017	Pitney Bowes postage
660-610-519-5720 Postage PB030917	3/9/2017	5.75	0.00	03/21/2017	Pitney Bowes postage
205-500-515-5720 Postage					Pitney Bowes postage
	PB030917 Total:	1,800.11			
	United States Postal Servic	1,800.11			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
VCG Uniform				
VCGUNIFO				
17498	3/7/2017	284.85	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17498 Total:	284.85		
17499	3/7/2017	124.00	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17499 Total:	124.00		
17500	3/7/2017	152.95	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17500 Total:	152.95		
17501	3/7/2017	55.90	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17501 Total:	55.90		
17502	3/7/2017	58.95	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17502 Total:	58.95		
17503	4/9/2017	194.99	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17503 Total:	194.99		
17504	3/7/2017	163.00	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17504 Total:	163.00		
17505	3/7/2017	17.85	0.00	03/21/2017
101-300-512-5070 Uniform allowance				Uniform allowance
	17505 Total:	17.85		
17506	3/7/2017	91.45	0.00	03/21/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
101-300-512-5070					Uniform allowance
		91.45			
17506 Total:		91.45			
17507	3/7/2017	44.00	0.00	03/21/2017	
101-300-512-5070					Uniform allowance
		44.00			
17507 Total:		44.00			
17508	3/7/2017	143.86	0.00	03/21/2017	
101-300-512-5070					Uniform allowance
		143.86			
17508 Total:		143.86			
17509	3/7/2017	48.95	0.00	03/21/2017	
101-300-512-5070					Uniform allowance
		48.95			
17509 Total:		48.95			
17510	3/7/2017	38.50	0.00	03/21/2017	
101-300-512-5070					Uniform allowance
		38.50			
17510 Total:		38.50			
		1,419.25			
VCG Uniform Total:		1,419.25			
Village of Lincolnwood, Police Pension Fund					
VOLPPF					
3rdqtr 16-17	1/31/2017	71,051.12	0.00	03/21/2017	
101-300-512-5140					Motor Fuel Tax/Police Pension fund contribution
		71,051.12			
3rdqtr 16-17 Total:		71,051.12			
		71,051.12			
Village of Lincolnwood, Po		71,051.12			
Woodward Printing Services					
WOODWARD					
43698	2/28/2017	1,906.66	0.00	03/21/2017	
101-100-511-5565					Connections newsletter March/April 2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
43698 Total:		1,906.66			
43699	2/28/2017	1,601.42	0.00	03/21/2017	connections newsletter March/April 2017
215-000-512-5599 Other contractual					
43699 Total:		1,601.42			
Woodward Printing Service		3,508.08			
Report Total:		155,759.41			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 03/13/2017 - 2:55PM
Batch: 00201.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10495560-01	2/22/2017	260.00	0.00	03/21/2017	
217-000-561-5290					Maintenance of TIF Improvem Ballast for TIF street lights
10495560-01 Total:		260.00			
10496551	2/13/2017	460.04	0.00	03/21/2017	
101-250-511-6530					Equipment - data processing Electric material for grounding issues at pool
10496551 Total:		460.04			
10497195-00	2/22/2000	35.57	0.00	03/21/2017	
101-420-511-5730					Program supplies Electrical material for Fire Dept parking lot
10497195-00 Total:		35.57			
Active Electrical Supply C		755.61			
Air One Equipment					
AIRONE					
120283	2/24/2017	644.00	0.00	03/21/2017	
101-350-512-5430					R&M - Fire & EMS equipmen Air compressor maintenance
120283 Total:		644.00			
Air One Equipment Total:		644.00			

Anderson Pest Solutions

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
ANDERP					
4166271	3/1/2017	283.55	0.00	03/21/2017	
101-420-511-5405 R&M - buildings					Pest control services for Village Depts
	4166271 Total:	283.55			
	Anderson Pest Solutions To	283.55			
Animal Control Specialists					
ANIMAL					
17-2147	2/27/2017	90.00	0.00	03/21/2017	
101-400-511-5210 Animal control					Animal control services for 6820 Lowell
	17-2147 Total:	90.00			
	Animal Control Specialists	90.00			
Avalon Petroleum					
AVALON					
36206	2/14/2017	577.50	0.00	03/21/2017	
101-300-512-5480 R&M - vehicles					Mobile drive 5W20 for PD
	36206 Total:	577.50			
	Avalon Petroleum Total:	577.50			
Back Flow Solutions Inc					
BFSINC					
1889	3/1/2017	930.42	0.00	03/21/2017	
660-620-519-5399 Other professional services					Program management fee for Backflow
	1889 Total:	930.42			
	Back Flow Solutions Inc T	930.42			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Canon Solutions America, Inc					
CANONSOL					
988827581	3/2/2017	271.67	0.00	03/21/2017	
101-200-511-5440 R&M - office equipment					Maintenance for copier - March
	988827581 Total:	271.67			
9888819780	2/28/2017	341.96	0.00	03/21/2017	
101-210-511-5440 R&M - office equipment					Maintenance for plotter - Feb
	9888819780 Total:	341.96			
	Canon Solutions America,	613.63			
Chicago Metropolitan Fire Prevention Co.					
CHGOMETR					
152457-152326	2/23/2017	19,125.00	0.00	03/21/2017	
215-000-512-5599 Other contractual					Reprogram wireless radio alarm to Skokie
	152457-152326 Total:	19,125.00			
152602	2/27/2017	1,115.00	0.00	03/21/2017	
101-420-511-5405 R&M - buildings					Fire alarm service call - PD/FD
152602	2/27/2017	-126.50	0.00	03/21/2017	
101-420-511-5405 R&M - buildings					Credit
	152602 Total:	988.50			
152746-152779	2/28/2017	12,750.00	0.00	03/21/2017	
215-000-512-5599 Other contractual					Reprogram wireless radio alarm to Skokie
	152746-152779 Total:	12,750.00			
	Chicago Metropolitan Fire	32,863.50			
Chicago Tribune					
CHGOTRIB					
480712	2/27/2017	28.29	0.00	03/21/2017	
101-400-511-5510 Advertising					Bid for UP parking lot project

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
480712 Total:		28.29			
4819965	3/3/2017	23.49	0.00	03/21/2017	205-500-515-5510 Advertising Notice for Apparel
4819965 Total:		23.49			
Chicago Tribune Total:		51.78			
Collins and Company					
COLLINS					
67297	2/28/2017	51.22	0.00	03/21/2017	101-440-513-5745 Small tools Kit repair cable for paint machine
67297 Total:		51.22			
Collins and Company Total:		51.22			
Dille, Grace					
DILLE					
372017	3/7/2017	1,000.00	0.00	03/21/2017	205-500-515-5599 Other contractual Graphic design - Summer brochure
372017 Total:		1,000.00			
Dille, Grace Total:		1,000.00			
D'Original Juzz Dance Group					
DORIGINA					
3/3/2017	3/3/2017	1,967.00	0.00	03/21/2017	205-503-515-5270 Purchased program services February 2017 Collected Drop in
3/3/2017 Total:		1,967.00			
D'Original Juzz Dance Gro		1,967.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Fedex FEDEX 898935369207	2/21/2017	21.51	0.00	03/21/2017	Shipping - Admin
101-210-511-5720 Postage					
	898935369207 Total:	21.51			
	Fedex Total:	21.51			
Goldtree Realty GOLDTREE 009867-000	3/7/2017	108.18	0.00	03/21/2017	Refund/Water account closed
660-000-110-1230 Water customer receivables					
	009867-000 Total:	108.18			
	Goldtree Realty Total:	108.18			
IL Municipal Retirement Fund ZZIMRF 02272017	2/27/2017	32,116.35	0.00	03/21/2017	Monthly Employer
102-000-210-2023 Employee IMRF withholding					
02272017	2/27/2017	14,133.58	0.00	03/21/2017	Monthly Employee
102-000-210-2023 Employee IMRF withholding					
	02272017 Total:	46,249.93			
	IL Municipal Retirement F	46,249.93			
Illinois Arborist Association ILLINARB 896	2/28/2017	300.00	0.00	03/21/2017	Abiotic problems, tree diseases training
101-440-513-5590 Training					
	896 Total:	300.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Illinois Arborist Associatio		300.00			
iSolved					
ISOLVED					
878505	2/10/2017	52.58	0.00	03/21/2017	
101-400-511-5440 R&M - office equipment					Monthly maintenance costs for time clock
878505	2/10/2017	69.31	0.00	03/21/2017	
205-530-515-5730 Program supplies					Monthly maintenance costs for time clock
878505	2/10/2017	11.95	0.00	03/21/2017	
205-560-515-5405 R&M - buildings					Monthly maintenance costs for time clock
878505 Total:		133.84			
iSolved Total:		133.84			
Lawson Products Inc					
LAWSNPRO					
9304677618	1/27/2017	130.73	0.00	03/21/2017	
101-410-511-5730 Program supplies					Saw blades for Shop
9304677618 Total:		130.73			
Lawson Products Inc Total		130.73			
Maine-Niles Association of Special Recreation					
MNASR					
16-230	2/24/2017	951.87	0.00	03/21/2017	
205-580-515-5270 Purchased program services					Inclusion services for February B, 2017
16-230 Total:		951.87			
Maine-Niles Association o		951.87			
Midwest Meter Inc					
MIDWESTM					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
0086718-IN	2/24/2017	178.50	0.00	03/21/2017
660-620-519-5796				Water system repair parts
				Connectors
	0086718-IN Total:	178.50		
	Midwest Meter Inc Total:	178.50		
Niles Township Food Pantry				
NILEST				
030117	3/1/2017	3,560.00	0.00	03/21/2017
205-505-515-5730				Program supplies
				Iron Chef's cash donation/food pantry
	030117 Total:	3,560.00		
	Niles Township Food Pantr	3,560.00		
Paramedic Services of Illinois				
PARAMEDI				
5022	3/1/2017	231,048.30	0.00	03/21/2017
101-350-512-5220				Fire protection
				Services rendered month ended 3/31/2017
	5022 Total:	231,048.30		
	Paramedic Services of Illin	231,048.30		
Pitney Bowes				
PITNEYBO				
3101058547	2/28/2017	262.26	0.00	03/21/2017
101-210-511-5440				R&M - office equipment
				Rental fees Mar 1st thru March 29th
	3101058547 Total:	262.26		
	Pitney Bowes Total:	262.26		

Rainbow Farm

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
RAINBOWF					
34460	2/21/2017	1,300.00	0.00	03/21/2017	
101-440-513-5599 Other Contractual					Disposal of wood chips
		<u>1,300.00</u>			
34460 Total:		1,300.00			
		<u>1,300.00</u>			
Rainbow Farm Total:		1,300.00			
		<u>1,300.00</u>			
Rehman, Ata					
REHMANA					
030817	3/8/2017	99.00	0.00	03/21/2017	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Classes
		<u>99.00</u>			
030817 Total:		99.00			
		<u>99.00</u>			
Rehman, Ata Total:		99.00			
		<u>99.00</u>			
		<u>99.00</u>			
Report Total:		<u>324,172.33</u>			
		<u>324,172.33</u>			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 03/13/2017 - 2:55PM
Batch: 00202.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10497450-00	2/27/2017	330.00	0.00	03/21/2017	
101-420-511-5405 R&M - buildings					LED lights for Village Hall
	10497450-00 Total:	330.00			
10497450-01	3/1/2017	165.00	0.00	03/21/2017	
101-420-511-5405 R&M - buildings					LED lights for Village Hall
	10497450-01 Total:	165.00			
10497455-00	2/27/2017	46.29	0.00	03/21/2017	
101-420-511-5405 R&M - buildings					Couplings, nipples for Village Hall
	10497455-00 Total:	46.29			
	Active Electrical Supply C	541.29			
Arrow Road Construction Co					
ARROWROA					
62488MB	3/3/2017	702.16	0.00	03/21/2017	
213-000-561-5490 R&M Road Repairs					UPM cold patch for potholes
	62488MB Total:	702.16			
	Arrow Road Construction C	702.16			

ARRP Trucking & Hauling Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
ARRP 27240	3/3/2017	494.00	0.00	03/21/2017	
660-620-519-5599 Other contractual					2 loads of hauling spoils material
	27240 Total:	494.00			
	ARRP Trucking & Hauling	494.00			
Douglas Truck Parts DOUGTK					
26551	3/8/2017	53.07	0.00	03/21/2017	
660-620-519-5730 Program supplies					Adapter for Water
	26551 Total:	53.07			
	Douglas Truck Parts Total:	53.07			
EJ Equipment EJ EQUIP					
P05059	3/1/2017	1,233.56	0.00	03/21/2017	
660-620-519-5745 Small tools					Cylinder, intake tube, tiger tails for Water Dept
	P05059 Total:	1,233.56			
	EJ Equipment Total:	1,233.56			
Fast Signs FASTSIGN					
80-51268	3/1/2017	50.00	0.00	03/21/2017	
101-420-511-5730 Program supplies					Parking space sign
	80-51268 Total:	50.00			
	Fast Signs Total:	50.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Golf Mill Ford GOLFMILL 41435P	3/3/2017	24.76	0.00	03/21/2017	Hose for Squad #211
101-300-512-5480 R&M - vehicles					
41435P Total:		24.76			
Golf Mill Ford Total:		24.76			
Grainger GRAINGER 9380852393	3/8/2017	158.40	0.00	03/21/2017	Test lead kit for Shop
101-410-511-5745 Small tools					
9380852393 Total:		158.40			
9380852401	3/8/2017	346.50	0.00	03/21/2017	Digital multimeter for Shop
101-410-511-5745 Small tools					
9380852401 Total:		346.50			
9380852410	3/8/2017	27.86	0.00	03/21/2017	Digital module batteries for Shop
101-410-511-5745 Small tools					
9380852410 Total:		27.86			
Grainger Total:		532.76			
J.C. Licht / Epco Painting & Decorating Centers JCLICHT 52040167	2/15/2017	885.60	0.00	03/21/2017	Primer and paint for PD shooting range
101-420-511-5405 R&M - buildings					
52040167 Total:		885.60			
J.C. Licht / Epco Painting &		885.60			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
JCK Contractors					
JCKCONT					
19481	2/25/2017	710.00	0.00	03/21/2017	
101-440-513-5599	Other Contractual				Loads of top soil
	19481 Total:	710.00			
	JCK Contractors Total:	710.00			
Lawson Products Inc					
LAWSNPRO					
9304764020	3/3/2017	223.82	0.00	03/21/2017	
101-410-511-5730	Program supplies				Shop supplies
	9304764020 Total:	223.82			
	Lawson Products Inc Total	223.82			
North Suburban					
NORTHSUB					
473-121615	3/7/2017	42.59	0.00	03/21/2017	
101-410-511-5745	Small tools				Hand vacuum pump for Shop
	473-121615 Total:	42.59			
	North Suburban Total:	42.59			
Raynor Door Co					
RAYNOR					
17-10793	3/6/2017	1,611.71	0.00	03/21/2017	
101-420-511-5405	R&M - buildings				Labor and parts for PW Garage door
	17-10793 Total:	1,611.71			
	Raynor Door Co Total:	1,611.71			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Rondout Service Center					
RONDOUT					
10267	2/28/2017	23.50	0.00	03/21/2017	
101-440-513-5480 R&M - vehicles					Safety lane inspection
	10267 Total:	23.50			
	Rondout Service Center To	23.50			
Russo Power Equipment					
RUSSO					
3676453	12/22/2016	2,789.98	0.00	03/21/2017	
205-430-515-5745 Small tools					Snow blower for Parks
	3676453 Total:	2,789.98			
3678735	12/23/2016	77.86	0.00	03/21/2017	
205-430-515-5745 Small tools					Skid, cover belt for Parks
	3678735 Total:	77.86			
3705458	1/1/2003	30.80	0.00	03/21/2017	
205-430-515-5745 Small tools					Spark plug for lawn mower
	3705458 Total:	30.80			
	Russo Power Equipment T	2,898.64			
Safeware, Inc.					
SAFEWARE					
3553235	2/23/2017	20.50	0.00	03/21/2017	
101-300-512-5730 Program supplies					CPR mask protector w/gloves
3553235	2/23/2017	8.11	0.00	03/21/2017	
101-210-511-5720 Postage					Shipping
	3553235 Total:	28.61			
3553779	2/28/2017	62.20	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5730 Program supplies 3553779	2/28/2017	19.49	0.00	03/21/2017	Pouches for Opiod Counter drug plan
101-210-511-5720 Postage					Shipping
		81.69			
3553779 Total:		81.69			
		110.30			
Safeware, Inc. Total:		110.30			
Service King SERVKING 2301901	2/27/2017	5,468.48	0.00	03/21/2017	
101-350-512-5480 R&M - vehicles					Repairs to command van 1502
		5,468.48			
2301901 Total:		5,468.48			
		5,468.48			
Service King Total:		5,468.48			
Soce, Tanya SOCETAN 030117	3/1/2017	734.40	0.00	03/21/2017	
101-000-410-4315 Ambulance & EMS fees					Reimburesement on overpayment of ambulance bill
		734.40			
030117 Total:		734.40			
		734.40			
Soce, Tanya Total:		734.40			
Sprovieri's SPROVIER 86205	3/5/2017	878.50	0.00	03/21/2017	
205-571-515-5535 Facility rental					Counter top repair for Community Center
		878.50			
86205 Total:		878.50			
		878.50			
Sprovieri's Total:		878.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Stanley Consultants, Inc. STANLEY 8 454-000-561-5340 Engineering	2/23/2017	7,152.04	0.00	03/21/2017	Touhy overpass Phase 2
8 Total:		7,152.04			
Stanley Consultants, Inc. T		7,152.04			
Streicher's STREICH 11251958 101-300-512-5730 Program supplies	3/2/2017	368.36	0.00	03/21/2017	Uniform items
11251958 101-210-511-5720 Postage	3/2/2017	14.99	0.00	03/21/2017	Shipping
11251958 Total:		383.35			
Streicher's Total:		383.35			
TKE Corporation TKECORP 3003060524 101-420-511-5405 R&M - buildings	3/1/2017	539.27	0.00	03/21/2017	Full maintenance contract/elevator maintenance
3003060524 Total:		539.27			
TKE Corporation Total:		539.27			
Traffic Control & Protection TRAFFICC 89072 101-440-513-5768 Street materials - signs & bar	3/3/2017	578.45	0.00	03/21/2017	Signs
89072 Total:		578.45			
89073	3/3/2017	694.50	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-440-513-5768	Street materials - signs & bar				Lincolnwood sign
	89073 Total:	694.50			
	Traffic Control & Protectio	1,272.95			
Trans Union Corp					
TRANSU					
2700533	2/25/2017	60.00	0.00	03/21/2017	
101-300-512-5399	Other professional services				Monthly subscription fee
	2700533 Total:	60.00			
2700536	2/25/2017	73.16	0.00	03/21/2017	
101-300-512-5399	Other professional services				Credit/background checks/applicants
	2700536 Total:	73.16			
	Trans Union Corp Total:	133.16			
Transchicago Truck Group					
TRANSCI					
1785272	2/28/2017	77.63	0.00	03/21/2017	
101-440-513-5480	R&M - vehicles				Gasket oil
	1785272 Total:	77.63			
	Transchicago Truck Group	77.63			
TransUnion Risk and Alternative					
TRANSUN					
55681122817	2/28/2017	41.80	0.00	03/21/2017	
101-300-512-5399	Other professional services				Online Investigatvie database
	55681122817 Total:	41.80			
55681183116	9/1/2016	50.00	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
101-300-512-5399	Other professional services			August 2017
	55681183116 Total:	50.00		
	TransUnion Risk and Alter	91.80		
Vollmar Clay Products Company				
VOLLMER				
172732	2/10/2017	1,123.70	0.00	03/21/2017
660-620-519-5730	Program supplies			Rings, cone, frames for catch basins
	172732 Total:	1,123.70		
	Vollmar Clay Products Com	1,123.70		
Wells Fargo Vendor Fin Serv				
GECAPITA				
56506499	2/22/2017	232.43	0.00	03/21/2017
660-610-519-5340	Maintenance Agreement Expen			Copier - PW
	56506499 Total:	232.43		
66506469	2/22/2017	269.95	0.00	03/21/2017
205-500-515-5440	R&M - office equipment			Copier - Parks
66506469	2/22/2017	232.44	0.00	03/21/2017
101-000-210-2650	Contractor Permits Payable			Copier - Fire
66506469	2/22/2017	697.36	0.00	03/21/2017
101-210-511-5440	R&M - office equipment			Copier - PD, Finance
	66506469 Total:	1,199.75		
	Wells Fargo Vendor Fin Se	1,432.18		
Westmont Auto Parts				
WESTMONT				
15307	2/21/2017	226.56	0.00	03/21/2017
101-300-512-5480	R&M - vehicles			Oil filter for PD

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
15307 Total:		226.56			
Westmont Auto Parts Total		226.56			
Work' N Gear, LLC WRKNGEAR HA75185	2/21/2017	195.00	0.00	03/21/2017	660-620-519-5070 Uniform allowance Clothing allowance
HA75185 Total:		195.00			
Work' N Gear, LLC Total:		195.00			
Zevco Medical Products ZEVCOMD Z7055	2/23/2017	515.00	0.00	03/21/2017	205-530-515-5730 Program supplies Camp medical supplies
Z7055 Total:		515.00			
Zevco Medical Products To		515.00			
Report Total:		30,361.78			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 03/13/2017 - 2:55PM
Batch: 00203.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
303 Taxi					
303					
37650	2/1/2017	27.00	0.00	03/21/2017	
205-570-515-5280					Subsidized taxi program Taxi coupons - January
		<hr/>			
37650 Total:		27.00			
38557	3/1/2017	9.00	0.00	03/21/2017	
205-570-515-5280					Subsidized taxi program Taxi coupons - February
		<hr/>			
38557 Total:		9.00			
		<hr/>			
303 Taxi Total:		36.00			
		<hr/>			
AA Father & Son Sewer					
AAFATHER					
170040	2/22/2017	500.00	0.00	03/21/2017	
101-000-210-2620					Contractor bonds payable ROW deposit refund
		<hr/>			
170040 Total:		500.00			
		<hr/>			
AA Father & Son Sewer To		500.00			
		<hr/>			
Airgas USA LLC					
AIRGAS					
9942907368	2/28/2017	267.96	0.00	03/21/2017	
101-350-512-5730					Program supplies Oxygen cylinders for ambulances

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	9942907368 Total:	267.96			
	Airgas USA LLC Total:	267.96			
American Charge Service AMERCHAR 99807	1/31/2017	13.00	0.00	03/21/2017	
205-570-515-5280 Subsidized taxi program					Taxi Coupons - January
	99807 Total:	13.00			
	American Charge Service T	13.00			
Call One CALLONE 1129134	3/15/2017	1,153.91	0.00	03/21/2017	
101-210-511-5580 Telephone					Telephone/March/Admin/Police
	1129134 Total:	1,153.91			
1129136	3/15/2017	370.48	0.00	03/21/2017	
101-210-511-5580 Telephone					Telephone/March/Police
	1129136 Total:	370.48			
1129137	3/15/2017	40.03	0.00	03/21/2017	
101-210-511-5580 Telephone					Telephone/March/Aquatic
	1129137 Total:	40.03			
1129138	3/15/2017	315.77	0.00	03/21/2017	
660-610-519-5580 Telephone					Telephone/March/Public Works
	1129138 Total:	315.77			
1129140	3/15/2017	43.01	0.00	03/21/2017	
660-610-519-5580 Telephone					Telephone/March/Public Works

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	1129140 Total:	43.01			
1129141	3/15/2017	43.01	0.00	03/21/2017	Telephone/March/Pump House
	101-210-511-5580 Telephone				
	1129141 Total:	43.01			
1129143	3/15/2017	500.02	0.00	03/21/2017	Telephone/March/Municipal Center
	101-210-511-5580 Telephone				
	1129143 Total:	500.02			
1129144	3/15/2017	263.00	0.00	03/21/2017	Telephone/March/Connection to Red Center
	101-210-511-5580 Telephone				
	1129144 Total:	263.00			
	Call One Total:	2,729.23			
Chicago Metropolitan Fire Prevention Co.					
CHGOMETR					
152855	2/24/2017	832.50	0.00	03/21/2017	February wirelss radio network billing fee
	101-350-512-5411 R&M- Wireless Alarm Equipm				
	152855 Total:	832.50			
152897	2/28/2017	375.00	0.00	03/21/2017	Reprogram wireless radio alarm to Skokie
	215-000-512-5599 Other contractual				
	152897 Total:	375.00			
152898	2/28/2017	375.00	0.00	03/21/2017	Reprogram wireless radio alarm to Skokie
	215-000-512-5599 Other contractual				
	152898 Total:	375.00			
152899	2/28/2017	375.00	0.00	03/21/2017	Reprogram wireless radio alarm to Skokie
	215-000-512-5599 Other contractual				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
152899 Total:		375.00			
152921	2/28/2017	576.00	0.00	03/21/2017	disconnect 703 receiver from Morton Grove
215-000-512-5599 Other contractual					
152921 Total:		576.00			
153051	2/28/2017	375.00	0.00	03/21/2017	Reprogram wireless radio alarm to Skokie
215-000-512-5599 Other contractual					
153051 Total:		375.00			
Chicago Metropolitan Fire		2,908.50			
Chicago Tribune					
CHGOTRIB					
3159272	2/1/2017	38.94	0.00	03/21/2017	3944 W Touhy - Ad
101-240-517-5510 Advertising					
3159272	2/1/2017	38.94	0.00	03/21/2017	3500 Arthur - Ad
101-240-517-5510 Advertising					
3159272 Total:		77.88			
Chicago Tribune Total:		77.88			
Christopher Burke Engineering					
CHRISTB					
134916	3/6/2017	4,500.00	0.00	03/21/2017	Village Engineering retainer
660-620-519-5399 Other professional services					
134916	3/6/2017	4,500.00	0.00	03/21/2017	Village Engineering retainer
101-290-511-5920 Administration Engineer Costs					
134916 Total:		9,000.00			
134917	3/6/2017	3,206.50	0.00	03/21/2017	Review of Water rate analysis
660-620-519-5320 Consulting					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
134917 Total:		3,206.50			
134918 660-620-519-5320 Consulting	3/6/2017	885.50	0.00	03/21/2017	North Shore Channel outfall design
134918 Total:		885.50			
134919 660-620-519-5320 Consulting	3/6/2017	4,246.38	0.00	03/21/2017	Street Storage Pilot program observation
134919 Total:		4,246.38			
134920 454-000-561-5340 Engineering	3/6/2017	466.00	0.00	03/21/2017	Touhy Overpass Landscape irrigation design
134920 Total:		466.00			
134921 217-000-561-5340 Engineering	3/6/2017	1,326.96	0.00	03/21/2017	Lowe's Entrance modifications design
134921 Total:		1,326.96			
134922 101-290-511-5922 Building Engineering Costs	3/6/2017	138.75	0.00	03/21/2017	7250 Cicero plan review
134922 Total:		138.75			
134923 101-290-511-5922 Building Engineering Costs	3/6/2017	1,720.50	0.00	03/21/2017	6755 Cicero plan review
134923 Total:		1,720.50			
Christopher Burke Enginee		20,990.59			
Clark Baird Smith, LLP CLARKBAI 8263 101-230-511-5399 Other professional services	2/28/2017	753.75	0.00	03/21/2017	Legal services for personnel matters

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	8263 Total:	753.75			
	Clark Baird Smith, LLP To	753.75			
Current Technologies Corp CURRENTT 7239	2/28/2017	5,512.09	0.00	03/21/2017	
215-000-512-5599 Other contractual					17 Camera viewing licenses for combined dispatch with the
	7239 Total:	5,512.09			
	Current Technologies Corp	5,512.09			
IL Liquor Control Commission ILLIQUOR 5A-1125352	2/6/2017	300.00	0.00	03/21/2017	
101-300-512-5540 Intergovernmental fees & dues					Renewal of BASSET membership
	5A-1125352 Total:	300.00			
	IL Liquor Control Commis	300.00			
Kieca, Michael KIECA REIM030717MKM	3/7/2017	150.00	0.00	03/21/2017	
101-300-512-5840 Meals					Reimburse Meals/ILEAS training
	REIM030717MKM Total:	150.00			
	Kieca, Michael Total:	150.00			
Lauria, Justin LAURIAJ 031017	3/10/2017	1,643.23	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5065 Tuition reimbursement					Edducational assistance for Five credit hours
031017 Total:		1,643.23			
Lauria, Justin Total:		1,643.23			
Liss, Meghan LISSMEG ML022617	2/26/2017	200.00	0.00	03/21/2017	
101-300-512-5730 Program supplies					Tobacco Enforcement Program agent
ML022617 Total:		200.00			
Liss, Meghan Total:		200.00			
Lowe's Business Acc/GECF LOWES 07700	3/6/2017	1.30	0.00	03/21/2017	
101-350-512-5799 Other materials & supplies					Clamps
07700 Total:		1.30			
2068	3/7/2017	21.22	0.00	03/21/2017	
205-560-515-5405 R&M - buildings					Blades, bolts and nuts
2068 Total:		21.22			
Lowe's Business Acc/GEC		22.52			
Macaluso, Tressa MACALTH TM022617	2/26/2017	200.00	0.00	03/21/2017	
101-300-512-5730 Program supplies					Tobacco Enforcement Program agent
TM022617 Total:		200.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		200.00			
	Macaluso, Tressa Total:				
Marc Printing MARCP					
Cycle 1 & 4 660-610-519-5720 Postage	3/10/2017	981.36	0.00	03/21/2017	Mailing Water Bills
	Cycle 1 & 4 Total:	981.36			
	Marc Printing Total:	981.36			
North Suburban Employee Benefit NSEBENEF					
February, 2017 102-000-210-2027 Health insurance premium with	3/6/2017	96,310.00	0.00	03/21/2017	Employee Insurance PPO - February, 2017
	February, 2017 Total:	96,310.00			
	North Suburban Employee	96,310.00			
Paul Conway Shields PAULCONW					
0393026-IN 101-350-512-5430 R&M - Fire & EMS equipmen	10/24/2016	346.00	0.00	03/21/2017	Amkus tool repairs
	0393026-IN Total:	346.00			
	Paul Conway Shields Total	346.00			
Personnel Strategies, LLC PERSONNE					
030917 101-200-511-5599 Other contractual	3/9/2017	750.00	0.00	03/21/2017	Pre employment psychological assessment

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
030917 Total:		750.00			
Personnel Strategies, LLC		750.00			
Prime Quest Management PRIMEQUE 151015	2/26/2017	2,000.00	0.00	03/21/2017	Street Opening Deposit refund
101-000-210-2620 Contractor bonds payable					
151015 Total:		2,000.00			
Prime Quest Management T		2,000.00			
Rathmell, Hayley RATHMELH HR022617	2/26/2017	200.00	0.00	03/21/2017	Tobacco Enforcement Program agent
101-300-512-5730 Program supplies					
HR022617 Total:		200.00			
Rathmell, Hayley Total:		200.00			
State Industrial Products STATE 98158869	2/28/2017	116.00	0.00	03/21/2017	Sanitizer for Cells/dispatch
101-300-512-5730 Program supplies					
98158869	2/28/2017	18.36	0.00	03/21/2017	Shipping
101-210-511-5720 Postage					
98158869 Total:		134.36			
State Industrial Products To		134.36			

T.P.I. Building Code Consultants, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
TPI				
201702	2/28/2017	5,948.00	0.00	03/21/2017
101-240-517-5399	Other professional services Plan Review - February 2017			
201702	2/28/2017	7,312.50	0.00	03/21/2017
101-240-517-5399	Other professional services In House - February 2017			
201702 Total:		13,260.50		
T.P.I. Building Code Cons		13,260.50		
Trizetto Provider Solutions				
TRIZETTO				
7108031700	3/1/2017	171.30	0.00	03/21/2017
101-000-410-4315	Ambulance & EMS fees Claims transaction fee for ambulance			
7108031700 Total:		171.30		
Trizetto Provider Solutions		171.30		
Verizon Wireless				
VERIZON				
9780749327	2/21/2017	32.04	0.00	03/21/2017
101-000-210-2650	Contractor Permits Payable Verizon data charges			
9780749327	2/21/2017	52.74	0.00	03/21/2017
660-610-519-5580	Telephone Verizon data charges			
9780749327	2/21/2017	2,098.13	0.00	03/21/2017
101-250-511-5580	Telephone Verizon data charges			
9780749327 Total:		2,182.91		
9780749328	2/21/2017	617.36	0.00	03/21/2017
101-210-511-5580	Telephone Cell phones			
9780749328	2/21/2017	22.18	0.00	03/21/2017
205-508-515-5580	Telephone Cell phones			
9780749328	2/21/2017	18.79	0.00	03/21/2017
205-520-515-5580	Telephone Cell phones			
9780749328	2/21/2017	4.52	0.00	03/21/2017
205-530-515-5580	Telephone Cell phones			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
9780749328	2/21/2017	21.05	0.00	03/21/2017
205-560-515-5580 Telephone				Cell phones
9780749328	2/21/2017	1.13	0.00	03/21/2017
205-550-515-5270 Purchased program services				Cell phones
9780749328	2/21/2017	19.59	0.00	03/21/2017
101-000-210-2650 Contractor Permits Payable				Cell phones
9780749328	2/21/2017	91.57	0.00	03/21/2017
660-610-519-5580 Telephone				Cell phones
	9780749328 Total:	796.19		
9781196972	3/1/2017	90.10	0.00	03/21/2017
101-000-210-2650 Contractor Permits Payable				Machine to machine 150 MB
	9781196972 Total:	90.10		
	Verizon Wireless Total:	3,069.20		
Warehouse Direct WAREHOUS				
3372538-0	2/10/2017	99.06	0.00	03/21/2017
101-300-512-5730 Program supplies				Office supplies
	3372538-0 Total:	99.06		
3372970-0	2/13/2017	485.02	0.00	03/21/2017
101-300-512-5700 Office supplies				Office supplies
3372970-0	2/13/2017	123.00	0.00	03/21/2017
215-000-511-5640 Computer supplies				Office supplies
	3372970-0 Total:	608.02		
3393020-0	3/1/2017	18.58	0.00	03/21/2017
101-350-512-5700 Office supplies				Office supplies
	3393020-0 Total:	18.58		
3398074-0	3/3/2017	120.59	0.00	03/21/2017
101-300-512-5730 Program supplies				Office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
3398074-0 Total:		120.59			
Warehouse Direct Total:		846.25			
Woodward Printing Services					
WOODWARD					
Summer2017	3/8/2017	719.32	0.00	03/21/2017	
205-500-515-5560 Printing & copying services					Postage for Summer Brochure
Summer2017 Total:		719.32			
Woodward Printing Service		719.32			
Zoll Medical Corporation GPO					
ZOLLMEDC					
2493276	3/2/2017	680.60	0.00	03/21/2017	
101-350-512-5730 Program supplies					SPO2 sensors
2493276 Total:		680.60			
Zoll Medical Corporation G		680.60			
Report Total:		155,773.64			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 03/13/2017 - 4:04PM
Batch: 00204.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
City of Chicago Dept of Water				
CTYOFCHI				
430883-430883	3/10/2017	77,175.12	0.00	03/21/2017
660-620-519-5790 Water purchases				Water - 1/11/17-2/10/17
430883-430883 Total:		77,175.12		
430884-430884	3/10/2017	67,677.96	0.00	03/21/2017
660-620-519-5790 Water purchases				Water - 1/11/17-2/10/17
430884-430884 Total:		67,677.96		
City of Chicago Dept of W		144,853.08		
Emcor Services Team Mechanical Inc				
EMCOR				
930002484	3/3/2017	921.08	0.00	03/21/2017
101-420-511-5405 R&M - buildings				Contract Maintenance
930002484 Total:		921.08		
Emcor Services Team Mec		921.08		
GFOA				
GFOA				
172016	1/17/2017	190.00	0.00	03/21/2017
101-210-511-5570 Professional associations				Membership - 3/1/17-2/28/18

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
172016 Total:		190.00			
GFOA Total:		190.00			
Grainger					
GRAINGER					
9376060084	3/2/2017	108.00	0.00	03/21/2017	
101-440-513-5290					Street lights & traffic signal
					Photo control twist lock
9376060084 Total:		108.00			
9376063955	3/2/2017	364.80	0.00	03/21/2017	
101-440-513-5290					Street lights & traffic signal
					LED photo control for Street lights
9376063955 Total:		364.80			
Grainger Total:		472.80			
Lowe's Business Acc/GECE					
LOWES					
01118	3/1/2017	86.40	0.00	03/21/2017	
101-420-511-5405					R&M - buildings
					Pipe, coupling, strap, wire
01118 Total:		86.40			
01146	3/6/2017	188.10	0.00	03/21/2017	
101-420-511-5745					Small Tools
					Tool battery for Buildings
01146	3/8/2017	-94.05	0.00	03/21/2017	
101-420-511-5745					Small Tools
					Return
01146 Total:		94.05			
02088	3/7/2017	21.83	0.00	03/21/2017	
101-420-511-5405					R&M - buildings
					Relief valve & sealant for Village Hall
02088 Total:		21.83			
02127	2/23/2017	24.38	0.00	03/21/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-420-511-5405 R&M - buildings					Connector, metal plate, adapter
02127 Total:		24.38			
02128	2/23/2017	3.48	0.00	03/21/2017	Elbow & Coupling for Fire
101-420-511-5405 R&M - buildings					
02128 Total:		3.48			
02155	3/8/2017	21.54	0.00	03/21/2017	Copper grounding rods for Shelter
205-430-515-5730 Program supplies					
02155 Total:		21.54			
02166	2/23/2017	8.11	0.00	03/21/2017	Screws, chain, metal plate
101-420-511-5405 R&M - buildings					
02166 Total:		8.11			
02167	3/8/2017	179.55	0.00	03/21/2017	Tool battery for Buildings
101-420-511-5745 Small Tools					
02167 Total:		179.55			
02172	3/8/2017	57.54	0.00	03/21/2017	Chain for Water Dept
660-620-519-5745 Small tools					
02172 Total:		57.54			
02175	3/8/2017	41.96	0.00	03/21/2017	Chain for Water Dept
660-620-519-5745 Small tools					
02175 Total:		41.96			
02182	2/23/2017	170.57	0.00	03/21/2017	Pipe, fittings, screwdriver, socket
660-620-519-5730 Program supplies					
02182 Total:		170.57			
02194	2/23/2017	37.87	0.00	03/21/2017	Fittings, socket, ratchet, spray paint
660-620-519-5730 Program supplies					
02194	2/23/2017	-59.26	0.00	03/21/2017	Return
660-620-519-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	02194 Total:	-21.39			
02246	2/24/2017	22.76	0.00	03/21/2017	Lightbulbs for PW
	101-420-511-5730 Program supplies				
	02246 Total:	22.76			
02493	2/27/2017	78.64	0.00	03/21/2017	Quickform , coupling, tube cutter
	101-420-511-5405 R&M - buildings				
	02493 Total:	78.64			
02494	2/27/2017	-7.15	0.00	03/21/2017	Tax correction
	101-420-511-5405 R&M - buildings				
	02494 Total:	-7.15			
02501	2/27/2017	7.16	0.00	03/21/2017	Connector, plug, bushing
	101-420-511-5405 R&M - buildings				
	02501 Total:	7.16			
02581	2/28/2017	91.44	0.00	03/21/2017	Lysol, sanitizer, soap
	101-420-511-5730 Program supplies				
	02581 Total:	91.44			
02635	3/1/2017	64.86	0.00	03/21/2017	Paint for lawnmower
	101-420-511-5730 Program supplies				
	02635 Total:	64.86			
02636	3/1/2017	22.77	0.00	03/21/2017	Tape for Bike path
	205-430-515-5730 Program supplies				
	02636 Total:	22.77			
02697	3/2/2017	63.19	0.00	03/21/2017	Covers, metal boxes, conduit
	101-420-511-5405 R&M - buildings				
	02697 Total:	63.19			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
02719	3/2/2017	-42.44	0.00	03/21/2017	Return
101-420-511-5405 R&M - buildings					
02719 Total:		-42.44			
02734	3/2/2017	19.93	0.00	03/21/2017	All crete for Village Hall
101-420-511-5405 R&M - buildings					
02734 Total:		19.93			
02770	3/3/2017	3.93	0.00	03/21/2017	Handle for VH
101-420-511-5405 R&M - buildings					
02770 Total:		3.93			
02796	3/3/2017	15.93	0.00	03/21/2017	Gate, pull handle for VH
101-420-511-5405 R&M - buildings					
02796 Total:		15.93			
02972	3/6/2017	85.64	0.00	03/21/2017	Paint and brushes for water hydrant
660-620-519-5730 Program supplies					
02972 Total:		85.64			
02974	3/6/2017	230.13	0.00	03/21/2017	Paint, brushes, outlet covers, screws for PW office
101-420-511-5730 Program supplies					
02974 Total:		230.13			
10862	3/2/2017	32.06	0.00	03/21/2017	Metal square for VH
101-420-511-5405 R&M - buildings					
10862 Total:		32.06			
18252	3/3/2017	-3.93	0.00	03/21/2017	Return
101-420-511-5405 R&M - buildings					
18252 Total:		-3.93			
Lowe's Business Acc/GEC		1,372.94			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Russo Power Equipment RUSSO 3767309	2/24/2017	138.27	0.00	03/21/2017	Decals for Streets
101-440-513-5730 Program supplies					
3767309 Total:		138.27			
3788099	3/7/2017	1,906.75	0.00	03/21/2017	Staples, broom, sod for Streets
101-440-513-5680 Landscaping supplies					
3788099 Total:		1,906.75			
3792698	3/8/2017	73.47	0.00	03/21/2017	Sod staples for Streets
101-440-513-5680 Landscaping supplies					
3792698 Total:		73.47			
Russo Power Equipment T		2,118.49			
Standard Equipment Company STANDARD C20172	2/27/2017	2,470.68	0.00	03/21/2017	Rebuild parts for Sweeper #2
101-440-513-5480 R&M - vehicles					
C20172 Total:		2,470.68			
C20173	2/27/2017	2,283.67	0.00	03/21/2017	Rebuild parts for Sweeper #2
101-440-513-5480 R&M - vehicles					
C20173 Total:		2,283.67			
C20210	2/27/2017	59.73	0.00	03/21/2017	Locking Bushing for Sweeper #2
101-440-513-5480 R&M - vehicles					
C20210 Total:		59.73			
C20239	3/2/2017	1,437.10	0.00	03/21/2017	Saw blade, nozzle for Water
660-620-519-5745 Small tools					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	C20239 Total:	1,437.10			
C20240	2/27/2017	1,471.93	0.00	03/21/2017	Rebuild parts for Sweeper #2
101-440-513-5480 R&M - vehicles					
	C20240 Total:	1,471.93			
C20337	3/2/2017	476.89	0.00	03/21/2017	Rebuild parts for Sweeper #2
101-440-513-5480 R&M - vehicles					
	C20337 Total:	476.89			
C20338	3/2/2017	443.40	0.00	03/21/2017	Rebuild parts for Sweeper #2
101-440-513-5480 R&M - vehicles					
	C20338 Total:	443.40			
C20340	3/2/2017	554.35	0.00	03/21/2017	Nozzle for Water
660-620-519-5745 Small tools					
	C20340 Total:	554.35			
	Standard Equipment Comp	9,197.75			
The Sherwin Williams Co.					
THESH					
8610-2	2/21/2017	50.87	0.00	03/21/2017	Paint for Fire Dept
101-420-511-5730 Program supplies					
	8610-2 Total:	50.87			
	The Sherwin Williams Co.	50.87			
	Report Total:	159,177.01			

Request For Board Action

REFERRED TO BOARD: March 21, 2017

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 28 & April 29, 2017 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Clerk has received a solicitation permit application for Misericordia's Candy Days ("Candy Days"). This request is for Misericordia to solicit on the public highways located within the boundaries of the Village. Pursuant to the Solicitor's Ordinance, the Village Board must approve all solicitation requests for public highways.

Misericordia is a non-profit organization that has held the Candy Days fundraiser in the Village successfully for many years. The Village Clerk and the Police Department have reviewed the application and found no information that would prohibit the issuance of a permit.

Section 9-12-7(B) of the Village Code, Non-Commercial Solicitation, does not require a permit fee. However, per the fee schedule a \$5.00 fee is charged for each original permit card carried by the specific solicitor. This card identifies the individual as being authorized to solicit on behalf of the particular organization.

Since 2001 the Village Board has waived the fee for the Misericordia Candy Days' Volunteers. This year the Village Board is again being asked to waive the \$5.00 permit card fee for the Candy Days to occur on April 28 & April 29, 2017.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Letter requesting a solicitation permit from Misericordia

RECOMMENDED MOTION:

Move to approve a solicitation permit application for Misericordia to conduct Candy Days on the public highways located within the Village boundaries on April 28 & April 29, 2017 and an Ordinance authorizing a waiver of the non-commercial solicitation permit.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 9-12-7(B)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR MISERICORDIA'S CANDY DAYS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF _____, 2017.

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 _____, 2017

ORDINANCE NO. 2017-__

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 9-12-7(B)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR MISERICORDIA'S CANDY DAYS**

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, Misericordia Home ("*Misericordia*") is a not-for-profit organization organized under the laws of the State of Illinois; and

WHEREAS, Misericordia desires to conduct its annual Candy Days fundraiser on public highways within the Village on April 28 and 29, 2017 ("*Candy Days*"); and

WHEREAS, Candy Days constitutes "noncommercial solicitation," as that term is defined in Section 9-1-2 of the Municipal Code of Lincolnwood ("*Village Code*"); and

WHEREAS, pursuant to Section 9-12-7(B) of the Village Code, there is no fee for the first permit card for noncommercial solicitation, and a \$5.00 fee for additional permit cards for noncommercial solicitation; and

WHEREAS, Misericordia has filed a request with the Village Board, seeking a waiver of enforcement of Section 9-12-7(B) of the Village Code to waive the fee for additional permit cards for Candy Days ("*Requested Waiver*"); and

WHEREAS, the President and Board of Trustees have considered the request of the Foundation and have determined that it will grant the Requested Waiver, but only in accordance with the provisions of this Ordinance, and specifically subject to the condition 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. WAIVER. In accordance with the home rule powers of the Village, and subject to, and contingent upon, the condition set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby waive the enforcement of Section 9-12-7(B) of the Village Code to waive the fee for all additional permit cards for Candy Days.

SECTION 3. CONDITION. Notwithstanding any right that may be applicable or available pursuant to the provisions of the Village Code or any other rights the Foundation may have, and except to the extent specifically provided otherwise in this Ordinance, the waiver

granted in Section Two of this Ordinance is hereby expressly subject to and contingent upon the operation of Candy Days in compliance at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

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, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2017.

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

ATTESTED and FILED in my office this
____ day of _____, 2017

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

#28220868_v1



July 10, 2016

PLEASE SAVE THE DATE!



Carrie Dick
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

Dear Friends:

Misericordia is already planning for our Annual Misericordia/Jelly Belly Candy Days tag day fundraising event for next year. **The dates for 2017 are Friday and Saturday, April 28 and 29.** This letter is to provide you with advance notice of our upcoming fundraiser. Our official letter of request will be sent in December.

As you know, each year our volunteers collect in street intersections and in front of heavy pedestrian walkways or stores and businesses, distributing tags and packets of Jelly Belly Candy while collecting donations.

We assure you that this tag day fundraiser makes a difference in the lives of the 600 children and adults who call Misericordia "Home", as the funds we receive from the State cover only a portion of our program costs. This year we must raise \$15 million to cover the cost of programs that are not reimbursed.

We believe that our residents can achieve, and we believe in the compassionate and generous people who share our mission. For many, a first visit to Misericordia is an eye-opening experience – from programs that provide independent living and work opportunities for our residents to round-the-clock care at the Mother McAuley Skilled Nursing Residence. We provide a full continuum of care and quality programs to meet the individual needs of all those who call Misericordia home.

If you need more information or have any questions, please contact Misericordia at 773-273-4189 or email mam1955@att.net or nancy.turphy@misericordia.com.

For your belief in Misericordia, for your past assistance, and your consideration of this request, we are most grateful. God's blessings on you and yours.

Sincerely,

Sister Rosemary Connelly, R.S.M.
Executive Director

Request For Board Action

REFERRED TO BOARD: March 21, 2017

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Authorize the Planting of 81 Trees to be Purchased from the Suburban Tree Consortium for the Spring 2017 Planting in the Amount of \$30,244

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village plants parkway trees in locations where a tree has been removed for reasons such as disease or infestation, storm damage, utility maintenance, or accidents. A fall and spring planting are conducted each year. Lincolnwood is a member of the Suburban Tree Consortium (STC), a coalition of 38 communities created to jointly purchase and plant parkway trees. As a member of the STC, the Village has access to competitively bid planting services and high quality nursery stock. The spring 2017 planting will include the installation of 81 trees and is scheduled to occur in April.

As new trees are planted, they are being spaced at a minimum of 25 feet apart to ensure that they have adequate space to thrive. Some existing parkway trees are planted too close together, so a new tree will not always be planted for every tree that is removed. Staff works with the property owner adjacent to the planting site to identify a species of tree that the resident will enjoy while also ensuring that the planting space is sufficient for the tree to thrive.

FINANCIAL IMPACT:

\$45,000 has been budgeted in the FY 2016/17 Public Works Street Maintenance Division of the General Fund and \$15,000 has been budgeted in the FY 2016/17 Northeast Industrial (NEID) TIF District for the planting of parkway trees. These funds are divided between the two annual plantings.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Quote from Suburban Tree Consortium

RECOMMENDED MOTION:

Move to approve a Resolution approving the purchase and planting of 81 trees from the Suburban Tree Consortium for the 2017 spring planting in an amount of \$30,244.

RESOLUTION NO. R2017-_____

**A RESOLUTION AUTHORIZING THE PLANTING OF 81 TREES
TO BE PURCHASED FROM THE SUBURBAN TREE CONSORTIUM
IN AN AMOUNT OF \$30,244**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the Suburban Tree Consortium (“*STC*”), a consortium of 38 municipalities located within the State of Illinois; and

WHEREAS, the *STC* competitively bids tree planting services on behalf of the member municipalities, resulting in significant savings for the Village; and

WHEREAS, the Village has identified the need to replace parkway trees that have been removed due to disease, illness, storm damage, or accident; and

WHEREAS, the Village desires to purchase and plant 81 trees, in the amount of \$30,244; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to plant 81 trees to be purchased from the *STC* in the amount of \$30,244;

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 PLANTING AND PURCHASE. The President and Board of Trustees hereby approve the planting by the Village of 81 trees to be purchased from the *STC*, in the amount of \$30,244.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

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

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

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

ATTESTED and FILED in my office this
_____ day of _____, 2017

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

Request For Board Action

REFERRED TO BOARD: March 21, 2017

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Authorizing the Execution of a Parking Lot Easement and License Agreement with Lincolnwood Properties, LP

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the March 15, 2016 Committee of the Whole meeting, the Village's engineering firm, Christopher B. Burke Engineering, Ltd. (CBBEL), presented a concept plan for a proposed public parking lot to be constructed on the former Union Pacific right-of-way that was purchased by the Village in 2016. The parking lot is planned to be located between Lunt and Morse Avenues and will have access points from Lunt, Morse and Central Park Avenues.

The original plan for the public parking lot called for a one-way exit onto Morse Avenue. During the design of the project, it was determined that a full, two-way access was preferable to the originally proposed one-way access. In order to facilitate the two-way access, additional right-of-way was necessary on Morse Avenue. When the former Union Pacific right-of-way was owned by the railroad, Lincolnwood Properties, LP, the owner of the building that houses Trim-Tex, Inc., purchased a portion of the property adjacent to the Morse Avenue right-of-way for the purpose of constructing additional parking.

Staff worked with representatives from Lincolnwood Properties to enter into an agreement with the Village to allow for the parking lot access to be constructed on their property. Lincolnwood Properties agreed to allow the Village to construct the parking lot access in exchange for six parking stalls designated for use by Trim-Tex in the new public parking lot.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Parking Lot Easement and License Agreement
3. 3700 Block of Morse Avenue Parcel Map

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the execution of a parking lot easement and license agreement with Lincolnwood Properties, LP.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION APPROVING A PARKING LOT EASEMENT AND LICENSE AGREEMENT
WITH LINCOLNWOOD PROPERTIES, LP**

WHEREAS, Lincolnwood Properties, LP, an Illinois limited partnership ("**Owner**") is the record title owner of that certain real property located at the address commonly known as 3700 Pratt Avenue, Lincolnwood, Illinois ("**Property**"); and

WHEREAS, the Village is the record title owner of that certain real property commonly known as the former Union Pacific right-of-way, in Lincolnwood, Illinois ("**Right-of-Way**"), which Right-of-Way is adjacent to, and immediately east of, the Property; and

WHEREAS, the Village desires to construct a public off-street parking lot on a portion of the Right-of-Way and on a portion of the Property ("**Parking Lot**"); and

WHEREAS, the Owner desires to secure the exclusive use of six vehicular parking spaces within the Parking Lot for use by employees of the Owner (collectively, the "**Licensed Spaces**"); and

WHEREAS, the Owner and the Village desire to enter into an agreement to provide for all easements and licenses necessary, and to set forth their respective rights and obligations, for the construction, operation, maintenance, and use of the Parking Lot and the Licensed Spaces ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Agreement with the Owner;

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 AGREEMENT. The Agreement between the Village and the Owner is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Owner; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

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

ATTESTED and FILED in my office this
_____ day of _____, 2017

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

#50009103_v1

EXHIBIT A
AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Steven M. Elrod
Holland & Knight LLP
131 South Dearborn
30th Floor
Chicago, IL 60603

Above Space For Recorder's Use Only

PARKING LOT EASEMENT AND LICENSE AGREEMENT

THIS AGREEMENT (“*Agreement*”) is dated as of the ___ day of _____, 2017, (“*Effective Date*”) and is by and between **LINCOLNWOOD PROPERTIES, LP**, an Illinois limited partnership (“*Owner*”), and the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (“*Village*”).

WITNESSETH:

WHEREAS, the Owner is the record title owner of that certain real property located at the address commonly known as 3700 Pratt Avenue, Lincolnwood, Illinois, legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (“*Owner Property*”), which Owner Property is depicted in **Exhibit B** attached to and, by this reference, made a part of this Agreement; and

WHEREAS, the Village is the record title owner of that certain real property commonly known as the former Union Pacific right-of-way, in Lincolnwood, Illinois, as depicted in **Exhibit B** to this Agreement (“*Right-of-Way*”); and

WHEREAS, the Right-of-Way is adjacent to, and immediately east of, Owner Property; and

WHEREAS, the Village desires to construct a public off-street parking lot on a portion of the Right-of-Way and on a portion of the Owner Property (“*Parking Lot*”); and

WHEREAS, the Owner desires to secure the exclusive use of six vehicular parking spaces within the Parking Lot for use by employees of the Owner, which six parking spaces are identified in **Exhibit C** to this Agreement (collectively, the “*Licensed Spaces*”); and

WHEREAS, the Owner and the Village desire to enter into this Agreement to provide for all easements and licenses necessary, and to set forth their respective rights and obligations, for the construction, operation, maintenance, and use of the Parking Lot;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Village agree as follows:

SECTION ONE. RECITALS. The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. GRANT AND USE OF EASEMENT. The Owner hereby grants, conveys, and dedicates to the Village a permanent exclusive easement ("***Easement***") in, upon, over, under, through, along, and across that portion of the Owner Property described and depicted on **Exhibit C** to this Agreement ("***Easement Premises***"). The Village may use the Easement Premises for the construction, operation, maintenance, repair, and replacement of the Parking Lot ("***Work***"), subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and the immediately abutting area of the Owner Property, if necessary, for the exercise of the rights herein granted.

SECTION THREE. GRANT OF LICENSE.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Owner, and the Owner hereby accepts, an exclusive license, for the benefit of the Owner Property, for the use by Owner and Owner's officers, employees, agents, representatives, and invitees of the Licensed Spaces for vehicular parking pursuant to and in strict accordance with the terms and provisions of this Agreement ("***License***"). The Parties acknowledge and agree that Owner is not and will not be required to pay any monetary fee for the use of the Licensed Spaces pursuant to the License and this Agreement.

B. Term. The License is hereby granted to the Owner in perpetuity, commencing on the date on which the Parking Lot is first made available for public use ("***License Commencement Date***"). The Owner may terminate the License upon the delivery of written notice thereof to the Village. The Village may terminate the License upon the failure of the Owner to observe and fully perform any of the Owner's obligations under this Agreement, but only if such failure is not cured within 60 days after receipt of written notice from the Village.

C. As-Is, Where-Is. The Owner hereby agrees to accept the Licensed Spaces in their condition as of the License Commencement Date, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Owner acknowledges and agrees that: (i) the Village has made no representation or warranty as to the suitability of the Licensed Spaces for the Owner's intended purposes; and (ii) except as expressly provided in this Agreement, the Village will have no responsibility to maintain the Licensed Spaces in any particular condition or manner. The Owner waives any implied warranty that the Licensed Spaces are or will be suitable for the Owner's intended purposes.

SECTION FOUR. PERFORMANCE OF THE WORK.

A. General. The Village must perform all Work on the Easement Premises in a good and workmanlike manner, all at its sole expense.

B. Restoration. After completion of any Work by the Village, or its authorized agents, servants, employee, or contractors, the Village agrees to: (a) replace any and all topsoil removed by the Village; (b) restore to the condition immediately preceding the performance of the Work any and all fences, roads, curb cuts, parking indicators (e.g. signs, curbs or striping), plantings, and

improvements that are damaged or removed as a direct result of the performance of the Work; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by the Village by seeding with a good quality seed.

C. **Maintenance.** The Village acknowledges and agrees that the Owner will have no obligations to maintain or repair the Licensed Spaces.

SECTION FIVE. LIENS. Each party hereby represents and warrants to the other that it will take all necessary actions to keep all portion of the Easement Premises free and clear of all liens, claims, demands, or encumbrances, including, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, in connection with any Work performed on, or use of, the Licensed Premises.

SECTION SIX. RESERVED RIGHTS.

A. **Of Owner.** The Owner hereby reserves the right to use the remainder of the Owner Property in any manner that will not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that the Owner may not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises at any time whatsoever without the express prior written consent of the Village, which consent may not be unreasonably withheld, conditioned, or delayed. The Parties agrees that no such consent is required with respect to events not under the reasonable control of the Owner. The Owner has the right to grant other easements over, along, upon, or across the remainder of the Owner Property; provided, however, that any such other easements will be subject to this Agreement and the rights granted hereby.

B. **Of Village.**

1. **Village Use of Licensed Spaces.** The Village hereby reserves the right to use the Licensed Spaces in any manner that will not unreasonably prevent, impede, or interfere with the exercise by the Owner of the rights associated with the License granted pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Village has the right to maintain and improve the Licensed Spaces in any manner it so desires, provided that such maintenance and repair does not unreasonably prevent, impede, or interfere with the exercise by the Owner of the rights granted pursuant to this Agreement. If, in the Village's sole determination, the use by the Owner of the Licensed Spaces prevents, impedes, or interferes with the Village's ability to maintain or improve the Licensed Spaces, the Owner must, upon receipt of a notice therefor from the Village, and at the Owner's sole expense, promptly suspend such use and temporarily remove any personal property from the Licensed Spaces so that the Village may conduct such maintenance or improvements.

2. **Non-Exclusive Use.** The Village has the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Parking Lot, provided that such grants by the Village may not include the Licensed Spaces or unreasonably prevent, impede, or interfere with the exercise by the Owner of the rights granted pursuant to this Agreement. The Village further reserves its right of full and normal access to the Licensed Spaces for the maintenance thereof.

SECTION SEVEN. LIABILITY AND INDEMNITY.

A. **Indemnity.**

1. By the Village. The Village agrees to, and does hereby, hold harmless and indemnify the Owner and all Owner officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the performance by the Village of any Work; or (ii) the Village's performance of, or failure to perform, its obligations under this Agreement (collectively, "***Village Indemnified Claims***"), whether or not any such Village Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Village; provided, however, that this indemnity will not apply to willful misconduct or gross negligence on the part of the Owner.

2. By the Owner. The Owner agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the use or maintenance of any portion of the Licensed Spaces; or (ii) the Owner's performance of, or failure to perform, its obligations under this Agreement (collectively, "***Owner Indemnified Claims***"), whether or not any such Owner Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Owner; provided, however, that this indemnity will not apply to willful misconduct or gross negligence on the part of the Village.

3. Waiver of Liability. Each of the Owner and the Village will, and do hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that the Owner or the Village may have against the other party and its respective officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Licensed Spaces, or as a result of the condition, maintenance, and use of the Licensed Spaces.

4. Assumption of Risk. Each of the Owner and the Village agree to assume the full risk of any injuries, including death, and all costs, damages, and losses that the Owner or the Village (as the case may be) or its respective employees, agents, contractors, agents, servants, employees, contractors, guests, or invitees may sustain while on the Licensed Spaces, or as a result of the condition, maintenance, or use of the Licensed Spaces.

B. Insurance.

1. The Owner, at its sole cost and expense, must provide, and maintain at all times under this Agreement, general liability insurance in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, which insurance shall include, without limitation, protection for the occupancy, use, and maintenance of the Licensed Spaces by the Owner. The Owner must cause the Village to be named as an additional insured on the insurance policy required by this Section 8.B.1. The Owner must provide the Village with either (a) a copy of the entire insurance policy, or (b) a Certificate of Insurance along with a copy of the actual additional insured endorsement and a letter from the broker issuing the insurance policy to the effect that the Certificate of Insurance accurately reflects the contents of the insurance policy. The Certificate and policy must also provide that the policy shall not expire without written notice to the Village.

2. The Village, at its sole cost and expense, must provide, and maintain at all times under this Agreement, general liability insurance in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, which insurance shall include, without limitation, protection for the occupancy, use, and maintenance of the Easement Premises by the Village. The Village must cause the Owner to be named as an additional insured on

the insurance policy required by this Section 8.B.2. The Village must provide the Owner with either (a) a copy of the entire insurance policy, or (b) a Certificate of Insurance along with a copy of the actual additional insured endorsement and a letter from the broker issuing the insurance policy to the effect that the Certificate of Insurance accurately reflects the contents of the insurance policy.

SECTION EIGHT. ENFORCEMENT.

A. Enforcement. The Village and the Owner may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that except with respect to third-party claims against Owner concerning negligent conduct by the Village, the Owner agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party or parties, the prevailing party or parties in the judicial proceeding is entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION NINE. ASSIGNMENT OF RIGHTS. The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of the Owner; provided, however, that any assignee of the Village must execute a written agreement to assume the rights and duties of the Village, and not to disturb the rights of Owner, as provided in this Agreement.

SECTION TEN. COVENANTS RUNNING WITH THE LAND. The easements, and licenses, and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Owner Property, and are binding upon and inure to the benefit of the Owner and the Village, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Owner Property or the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION ELEVEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier

will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to Owner: Lincolnwood Properties, LP
c/o Trim-Tex, Inc.
3700 W. Pratt Ave.
Lincolnwood, IL 60712

with a copy to: Levenfeld Pearlstein, LLC
2 N. LaSalle St., Suite 1300
Chicago, Illinois 60602
Attention: Linsey R. Neyt, Esq.

If to the Village: Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712
Attention: Village Manager

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven M. Elrod, Village Attorney

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority to Execute. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Owner hereby warrants and represents to the Village that: (i) the Owner is the record and beneficial owner of fee simple title to the Owner Property; (ii) no other person has any legal, beneficial, contractual, or security interest in the Owner Property; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Owner Property as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will violate any statute, law, restriction, court order, or agreement to which the Owner or the Owner Property are subject.

E. Recording. The Village will record this agreement against the Owner Property with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the parties.

F. Non-Waiver. The Owner and the Village will be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of any party to exercise at any time any right granted to such party is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect any party's right to enforce that right or any other right.

G. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

H. Interpretation. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

I. Survival. All representations and warranties contained herein survive the execution and recordation of this Agreement, and are not merged.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the easements granted pursuant to this Agreement.

K. Exhibits. Exhibits A through C attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement will control.

L. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to constitute a duly authorized original.

M. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Owner or the Village.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

LINCOLNWOOD PROPERTIES, LP, an Illinois limited partnership

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation

Beryl Herman, Village Clerk

By: _____
Timothy Wiberg
Its: Village Manager

ACKNOWLEDGEMENTS

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, the _____ of **LINCOLNWOOD PROPERTIES, LP**, an Illinois limited partnership, and by _____, the _____ of said limited partnership.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2017, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

EXHIBIT A

LEGAL DESCRIPTION OF OWNER PROPERTY

A STRIP OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WITHIN LINCOLNWOOD, COOK COUNTY, ILLINOIS, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST, SAID NORTHEAST CORNER BEING THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST MORSE AVENUE WITH THE NORTHWESTERLY PROPERTY LINE OF THE UNION PACIFIC RAILROAD COMPANY (PREVIOUSLY CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY); THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY PROPERTY LINE PARALLEL WITH AND 50.00 FEET DISTANT NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE MAIN TRACKS OF SAID RAILROAD COMPANY, A DISTANCE OF 35.98 FEET TO A POINT IN THE CENTERLINE OF SAID WEST MORSE AVENUE, SAID CENTERLINE BETWEEN SAID MAIN TRACKS BEING THE CENTERLINE OF THE ORIGINAL MAIN TRACK AS LOCATED AND CONSTRUCTED ACROSS SAID SECTION 35; THENCE EAST, ALONG THE EASTERLY PROLONGATION OF SAID CENTERLINE OF SAID WEST MORSE AVENUE, DEFLECTING 113 DEGREES 31 MINUTES 20 SECONDS TO THE RIGHT FROM LAST DESCRIBED COURSE A DISTANCE OF 35.52 FEET TO A POINT 10.00 FEET DISTANT NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MOST NORTHWESTERLY MAIN TRACK OR WEST BOUND MAIN OF SAID RAILROAD COMPANY; THENCE SOUTHWESTERLY, PARALLEL WITH AND 10.00 FEET DISTANT NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF SAID WEST BOUND MAIN, DEFLECTING 66 DEGREES 37 MINUTES 32 SECONDS TO THE RIGHT FROM LAST DESCRIBED COURSE A DISTANCE OF 332.61 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN STRIP OF LAND AS HERETOFORE CONVEYED BY CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO TRIM-TEX, INC. BY QUIT CLAIM DEED DATED JULY 22, 1993; THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID CONVEYED STRIP AND THE NORTHEASTERLY LINE OF THAT CERTAIN STRIP OF LAND AS HERETOFORE CONVEYED BY CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO BLANCHE KIRIAN BY QUIT CLAIM DEED DATED DECEMBER 7, 1976, DEFLECTING 89 DEGREES 51 MINUTES 08 SECONDS TO THE RIGHT FROM LAST DESCRIBED COURSE A DISTANCE OF 33.43 FEET TO THE NORTHWESTERLY CORNER OF SAID BLANCHE KIRIAN STRIP, SAID CORNER BEING 50.00 FEET DISTANT NORTHWESTERLY FROM AFORESAID CENTERLINE BETWEEN SAID MAIN TRACKS; THENCE NORTHEASTERLY, PARALLEL WITH AND 50.00 FEET DISTANT NORTHWESTERLY FROM SAID CENTERLINE BETWEEN SAID MAIN TRACKS,

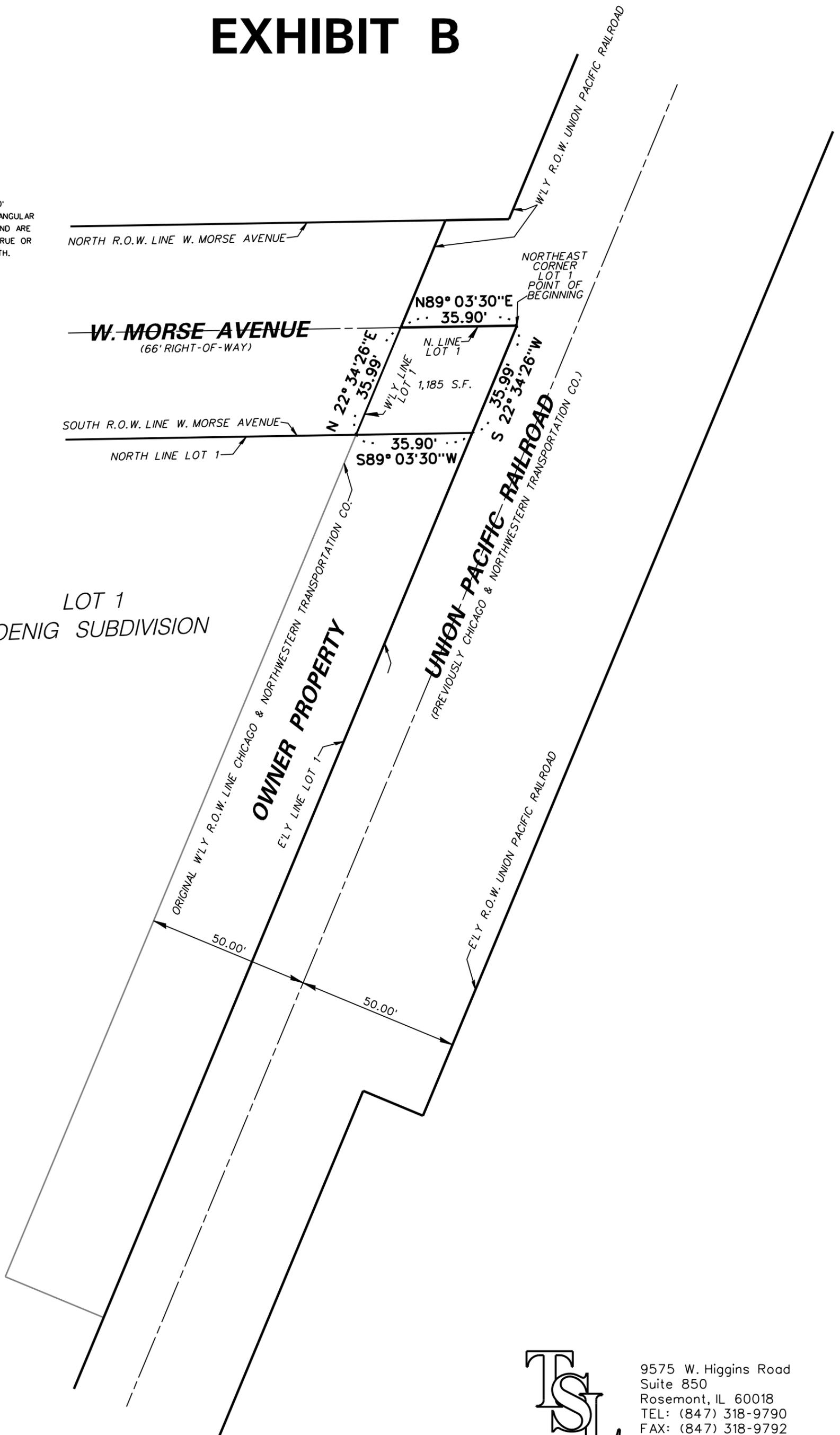
DEFLECTING 90 DEGREES 00 MINUTES 00 SECONDS TO THE LAST DESCRIBED
COURSE A DISTANCE OF 282.45 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



SCALE: 1" = 30'
BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

LOT 1
KOENIG SUBDIVISION



GENERAL NOTES :

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.



9575 W. Higgins Road
Suite 850
Rosemont, IL 60018
TEL: (847) 318-9790
FAX: (847) 318-9792
wlutz@thomsonltd.com

Thomson Surveying Ltd.

PROJECT NO. 5257 DATE: 8-15-16

© THOMSON SURVEYING, LTD., 2016

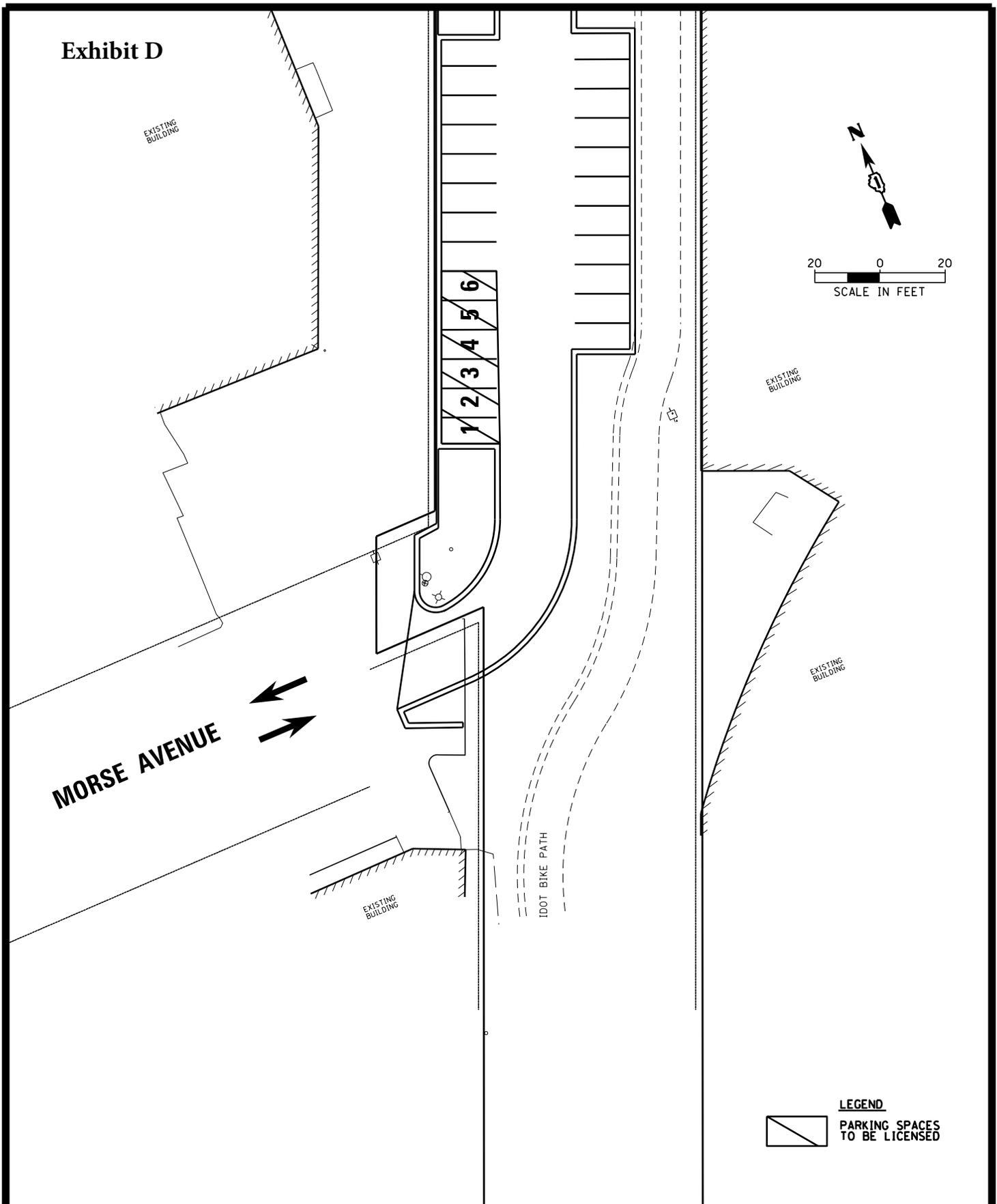
EXHIBIT C

DESCRIPTION AND DEPICTION OF EASEMENT PREMISES

THAT PART OF LOT 1 IN KOENIG SUBDIVISION, BEING A CONSOLIDATION OF PARCELS 1 THROUGH 10, INCLUSIVE, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2013 AS DOCUMENT 1327013003, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID 1; THENCE SOUTH 22 DEGREES 34 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 (ALSO BEING THE CURRENT WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY, PREVIOUSLY CALLED THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY) 35.99 FEET TO THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WEST MORSE AVENUE (66.00' RIGHT-OF-WAY); THENCE SOUTH 89 DEGREES 03 MINUTES 30 SECONDS WEST ALONG SAID EASTERLY EXTENSION 35.90 FEET TO A POINT ON THE ORIGINAL WESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY, SAID RIGHT-OF-WAY BEING ORIGINALLY 100.00 FEET WIDE (SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 6 AS DEPICTED ON SAID KOENIG SUBDIVISION); THENCE NORTH 22 DEGREES 34 MINUTES 26 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT 1 (ALSO BEING THE ORIGINAL WESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY) 35.99 FEET TO A POINT ON THE CENTERLINE OF SAID WEST MORSE AVENUE, SAID POINT BEING A NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 03 MINUTES 30 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT 1, ALSO BEING THE EASTERLY EXTENSION OF SAID CENTERLINE 35.90 FEET (RECORD 35.52 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,185 SQUARE FEET, MORE OR LESS.

Exhibit D



CLIENT:  **Village of Lincolnwood**
 6900 N. Lincoln Ave
 Lincolnwood, IL 60712

TITLE: **EXHIBIT D**

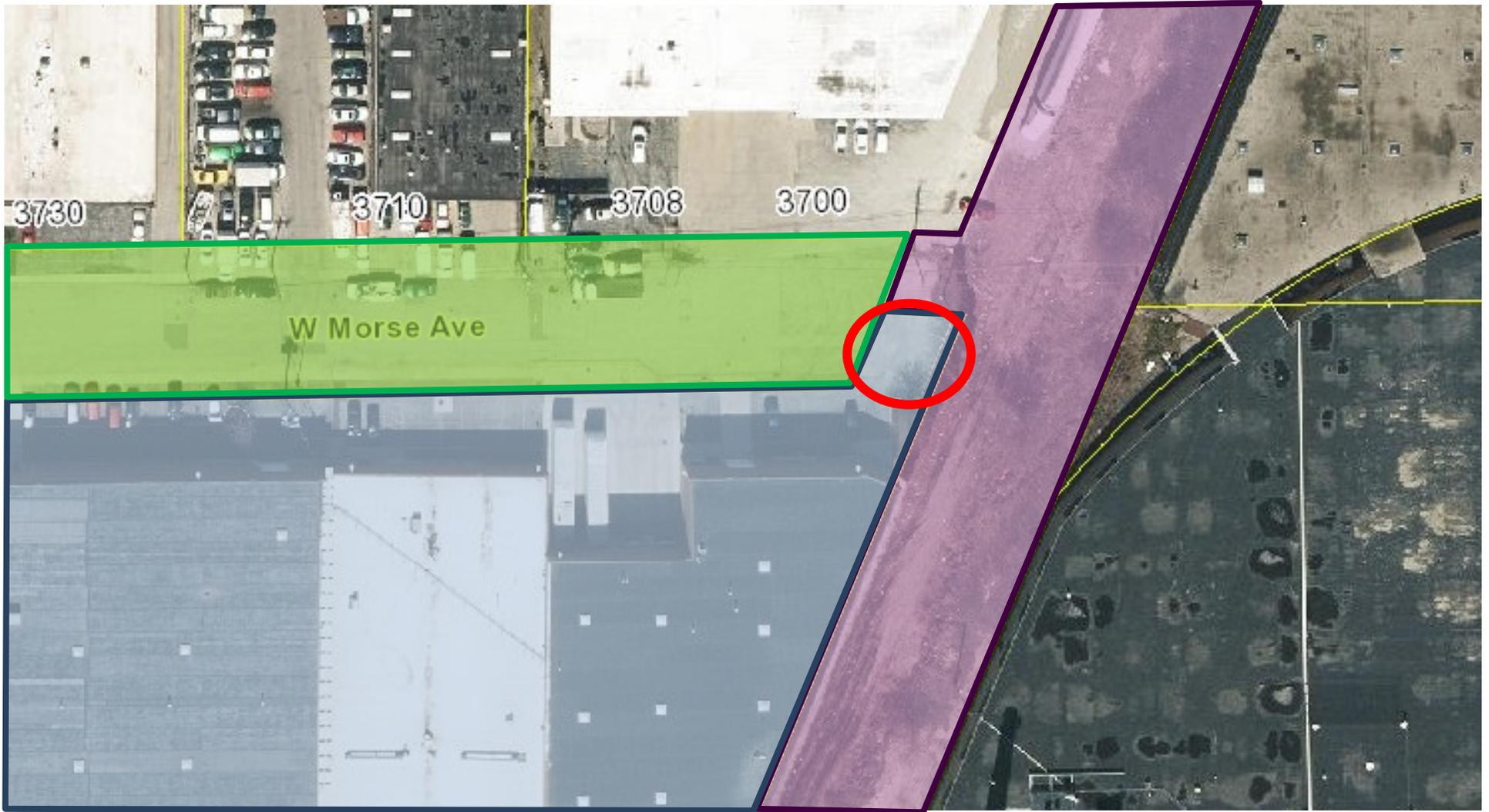
PROJ. NO. 140090-C1602
 DATE:
 SHEET OF
 DRAWING NO.

 **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	40'
DWN.		MODEL:	Default
CHKD.		PLOT DATE:	9/6/2016
FILE:	EXHD_140090_C1602		

EXH D

3700 Block of Morse Ave Parcel Map



-  Morse Avenue Right-of-Way
-  Lincolnwood Properties, LP Property
-  Former Union Pacific Right-of-Way
-  Subject Area

Request For Board Action

REFERRED TO BOARD: March 21, 2017

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of the Following Items Pertaining to the UP Parking Lot Construction Project: A) A Resolution Awarding a Contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois in the Amount of \$737,063.75, B) An Ordinance Waving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. in the Amount of \$50,000 for the Provision of Construction Management Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the March 15, 2016 Committee of the Whole meeting, the Village's engineering firm, Christopher B. Burke Engineering, Ltd. (CBBEL), presented a concept plan for a proposed parking lot to be constructed on the former Union Pacific right-of-way that was purchased by the Village in 2016. The parking lot is planned to be located between Lunt and Morse Avenues and will have access points from Lunt, Morse, and Central Park Avenues. The parking lot will include 120 stalls, with five designated for handicapped individuals, and will serve the adjacent recreation path as well as the neighboring businesses.

During the design of this project, it was decided to amend the scope and include the installation of a 20-inch water main under the parking lot. This water main would be capped at either end and would be available for use if the Village was to elect to change water suppliers and a new transmission main was required to be constructed. The Village's bidding documents indicate that this project is based on unit prices and the quantities included in the bidding documents are estimates. This provides the Village with the flexibility to reduce the scope of the project if necessary.

On February 28, 2017 a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. Bid packages were picked up by 13 contractors. On March 15, 2017 six sealed bids were received and publicly opened. One bid was returned unopened because they were not listed as a plan holder and had not received the required addendum. Table 1 displays the bids that were opened.

Table 1. Bid Tabulation		
Vendor	Bid	Bid Less Water Main
Chicagoland Paving	\$949,900.00	\$737,063.75
Acura, Inc.	\$1,043,600.00	\$815,145.00
Martam Construction	\$1,090,777.00	\$881,930.00
Abbey Paving	\$1,095,284.62	\$868,141.41
A Lamp Contractors	\$1,109,499.05	\$874,572.05
Elanar Construction	\$1,126,913.00	\$900,065.50
<i>Engineer's Estimate</i>	<i>\$1,001,717.50</i>	<i>\$839,627.50</i>

Following the bids being opened, staff reviewed the proposals and determined that installing the water main may lead to sufficient funds not being available in the Northeast Industrial Tax Increment Financing District (NEID TIF) for future projects. The Village Engineer has determined that the cost for directionally boring a water main in this location would be comparable to performing the installation via an open cut. Removing the water main from this project would bring the total cost within the amount budgeted for construction of \$750,000.

The lowest responsible bidder, meeting all bid specifications, is Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois ("Chicagoland"). Chicagoland has recently completed two projects for the Village, the Valley Line Trail and the first phase of the Stormwater Pilot Project. Both projects were completed in a satisfactory manner. Construction is anticipated to begin in April.

Staff also recommends waiving the competitive bid process and approving a proposal from CBBEL to provide construction management services to oversee the construction of the UP Parking Lot project. CBBEL was the design engineer for the project and as the Village Engineer has institutional knowledge regarding the Village. Construction oversight will include a resident engineer during construction that will monitor work method and quantities used as well as handle resident coordination. The proposal is 6.8% of the cost of construction which is in line with the anticipated cost for oversight on this type of project.

FINANCIAL IMPACT:

Funds are available in the Northeast Industrial TIF Budget in the Fiscal Year 2016/2017 budget and Fiscal Year 2017/2018 proposed budget for construction and construction oversight of this project.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Construction Contract
3. Bid Proposal
4. Recommendation of Award
5. Proposed Ordinance
6. Construction Oversight Proposal

RECOMMENDED MOTION:

Move to approve the following items pertaining to the UP Parking Lot construction project: A) a Resolution approving a contract with Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois for construction of the UP Parking Lot, B) an Ordinance waving competitive bidding and approving a construction oversight agreement for the UP Parking Lot construction with Christopher B. Burke Engineering, Ltd., of Rosemont, IL.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING A CONTRACT WITH
CHICAGOLAND PAVING CONTRACTORS, INC., OF LAKE ZURICH, ILLINOIS
FOR THE UP PARKING LOT PROJECT

WHEREAS, the Village sought bids for the award of a contract for construction of a public parking lot on the former Union Pacific right-of-way between Lunt and Morse Avenues ("*Contract*"); and

WHEREAS, Chicagoland Paving Contractors, Inc., of Lake Zurich, Illinois ("*Chicagoland*"), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Contract with Chicagoland;

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 Chicagoland 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 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 Chicagoland; 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 will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

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

ATTESTED and FILED in my office this
_____ day of _____, 2017

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

#35575092_v1

EXHIBIT A
CONTRACT

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
CHICAGOLAND PAVING CONTRACTORS, INC
FOR THE CONSTRUCTION OF
UP PARKING LOT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
1.1 PERFORMANCE OF THE WORK	1
1.2 COMMENCEMENT AND COMPLETION DATES	2
1.3 REQUIRED SUBMITTALS	2
1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS	3
1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS	3
1.6 TECHNICAL ABILITY TO PERFORM	4
1.7 FINANCIAL ABILITY TO PERFORM	4
1.8 TIME	4
1.9 SAFETY AT THE WORK SITE	4
1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS	5
1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY	5
1.12 SUBCONTRACTORS AND SUPPLIERS	5
1.13 SIMULTANEOUS WORK BY OTHERS	6
1.14 OCCUPANCY PRIOR TO FINAL PAYMENT	6
1.15 OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE	6
ARTICLE II	6
2.1 CHANGES	6
2.2 DELAYS	7
ARTICLE III	7
3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS	7
3.2 WARRANTY OF WORK	7
3.3 OWNER'S RIGHT TO CORRECT	8
ARTICLE IV	8
4.1 BONDS	8
4.2 INSURANCE	8
4.3 INDEMNIFICATION	9
ARTICLE V	9
5.1 CONTRACT PRICE	9
5.2 TAXES AND BENEFITS	9
5.3 PROGRESS PAYMENTS	9

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT.....	10
5.5	LIENS	10
5.6	DEDUCTIONS.....	11
ARTICLE VI.....		12
6.1	DISPUTE RESOLUTION PROCEDURE	12
6.2	CONTRACTOR'S REMEDIES	12
6.3	OWNER'S REMEDIES	12
6.4	OWNER'S SPECIAL REMEDY FOR DELAY	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE	14
ARTICLE VII.....		14
7.1	BINDING EFFECT	14
7.2	RELATIONSHIP OF THE PARTIES	14
7.3	NO COLLUSION.....	14
7.4	ASSIGNMENT.....	15
7.5	CONFIDENTIAL INFORMATION.....	15
7.6	NO WAIVER	15
7.7	NO THIRD PARTY BENEFICIARIES.....	15
7.8	NOTICES.....	15
7.9	GOVERNING LAWS	16
7.10	CHANGES IN LAWS	16
7.11	COMPLIANCE WITH LAWS	16
7.12	COMPLIANCE WITH PATENTS	17
7.13	TIME OF THE ESSENCE	17
7.14	CALENDAR DAYS AND TIME	17
7.15	SEVERABILITY	18
7.16	ENTIRE AGREEMENT.....	18
7.17	AMENDMENTS AND MODIFICATIONS.....	18

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C – Contact Information and Locations

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 Chicagoland Paving Contractors, Inc., 225 Tesler Road, Lake Zurich, Illinois 60047 (“**Contractor**”), make this Contract as of the _____ day of _____, 2017, 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, Illinois 60712
Attention: Timothy C. Wiberg, Village Manager

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:

Chicagoland Paving Contractors, Inc.
225 Tesler Road
Lake Zurich, Illinois 60047
Attention: Bill Bowes

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:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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 _____, 2017.

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2017.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A1 - SCHEDULE OF CONTRACT PRICES

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
*	20200100	EARTH EXCAVATION	CU YD	4,215	24.00	101,160.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	140	24.00	3,360.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	140	29.00	4,060.00
	20800150	TRENCH BACKFILL	CU YD	1,200	41.25	49,500.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,150	6.10	7,015.00
	28000400	PERIMETER EROSION BARRIER	FOOT	1,610	2.50	4,025.00
	28000510	INLET FILTERS	EACH	10	125.00	1,250.00
	35101582	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	250	4.00	1,000.00
	35102400	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	3,920	15.00	58,800.00
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	520	70.00	36,400.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5"	SQ FT	370	6.25	2,312.50

*	42400800	DETECTABLE WARNINGS	SQ FT	90	36.50	3,285.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	208	5.00	1,040.00
*	60108100	PIPE UNDERDRAINS 4" (SPECIAL)	FOOT	558	36.25	20,227.50
	60218400	MANHOLES, TYPE A, 4' – DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	3,050.00	9,150.00
	60224459	MANHOLES, TYPE A, 8' - DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	17,000.00	17,000.00
	60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	4	1,340.00	5,360.00
*	60600605	CONCRETE CURB, TYPE B	FOOT	105	21.00	2,205.00
*	60603800	COMBINATION CURB AND GUTTER, TYPE B-6.12	FOOT	2,524	17.25	43,539.00
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	175	25.00	4,375.00
	78000100	THERMOPLASTIC PAVEMENT MARKINGS – LETTERS AND SYMBOLS	SQ FT	16	37.00	592.00
	78000200	THERMOPLASTIC PAVEMENT MARKING – LINE 4"	FOOT	1,870	1.70	3,179.00
	78000600	THERMOPLASTIC PAVEMENT MARKING – LINE 12"	FOOT	115	4.55	523.25
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	482	57.75	27,835.50
	550A0190	STORM SEWERS, CLASS A, TYPE 1, 48"	FOOT	223	135.00	29,659.00

	550A0200	STORM SEWERS, CLASS A, TYPE 1 54"	FOOT	282	145.00	40,890.00
	81028210	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	35	29.75	1,041.25
	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALIC CONDUIT, 1 1/2" DIA.	FOOT	1,200	9.00	10,800.00
	81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	1	370.00	370.00
	81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	3,700	1.25	4,625.00
	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	73.5	160.00	11,760.00
	84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	1	275.00	275.00
*	LSCP	RED SUNSET RED MAPLE	EACH	3	530.00	1,590.00
*	LSCP	SERVICEBERRY	EACH	1	450.00	450.00
*	LSCP	GREENSPIRE LINDEN	EACH	6	570.00	3,420.00
*	LSCP	TRIUMPH ELM	EACH	5	585.00	2,925.000
*	LSCP	DOUGLAS FIR	EACH	2	460.00	920.00
*	LSCP	ENDLESS SUMMER HYDRANGEA	EACH	17	78.00	1,326.00
*	LSCP	GREEN SARGENT JUNIPER	EACH	11	50.00	550.00

*	LSCP	SUMMER BEAUTY ONION	EACH	91	11.50	1,046.50
*	LSCP	FEATHER REED GRASS	EACH	9	11.80	106.20
*	LSCP	PRAIRIE DROPSEED	EACH	32	13.20	422.40
*	NA	ADA-ACCESSIBLE SIGN (COMPLETE)	EACH	5	250.00	1,250.00
*	NA	AGGREGATE BASE COURSE (PAVERS) (SPECIAL), 17"	SQ YD	870	25.00	21,750.00
*	NA	BASE TEE MANHOLE, TYPE 1 FRAME, CLOSED LID	EACH	2	10,250.00	20,500.00
*	NA	CONCRETE CURB (RIBBON)	FOOT	485	17.25	8,366.25
*	NA	CONFLICT MANHOLES, 6' – DIAMETER (SPECIAL)	EACH	1	7,725.00	7,725.00
*	NA	INFORMATION SIGNAGE (SPECIAL-MWRDGC)	EACH	6	250.00	1,500.00
*	NA	LOWER EXISTING 20-INCH WATER MAIN	EACH	2	5,675.00	11,350.00
*	NA	LIGHTING UNIT TYPE 2	EACH	7	2,875.00	20,125.00
*	NA	MAINTAIN EXISITNG LIGHTING SYSTEM	LSUM	1	795.00	795.00
*	NA	MANHOLES, TYPE A, 8'- DIAMETER, WITH 2 TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE	EACH	1	19,100.00	19,100.00
*	NA	MONITORING WELL, PVC, COMPLETE (OBSERVATION WELL)	EACH	3	930.00	2,790.00

*	NA	PAVEMENT REMOVAL (SPECIAL)	SQ YD	515	10.00	5,150.00
*	NA	PAVER BRICKS (COMPLERTE, WITH SETTING BED AND CHOKING STONE)	SQ FT	7,833	5.10	39,948.30
*	NA	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	1	16,000.00	16,000.00
*	NA	SEED AND BLANKET	SQ YD	1,150	3.35	3,852.50
*	NA	SHREDDED BARK MULCH, 3"	SQ YD	64	10.00	640.00
*	NA	SIGN AND POST REMOVAL	EACH	2	75.00	150.00
*	X0326806	WASHOUT BASIN	LSUM	1	1,000.00	1,000.00
*	X7010216	TRAFFIC CONTROL NAD PROTECTION, (SPECIAL)	LSUM	1	16,512.85	16,512.85
*	Z0013796	SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	SQ YD	150	10.00	1,500.00
*	Z0013798	CONSTRUCTION LAYOUT	LSUM	1	7,500.00	7,500.00

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
UP PARKING LOT

SPECIFICATIONS - TABLE OF CONTENTS

SPECIAL PROVISIONS38

COMPLETION DATE.....38

DEFINITION OF TERMS.....38

INSURANCE REQUIREMENTS.....39

MAINTENANCE OF EXISTING UTILITIES39

UTILITY POLES AND UTILITY VAULTS.....39

DETECTABLE WARNINGS.....40

PIPE UNDERDRAINS 4” SPECIAL.....41

CONCRETE CURB, TYPE B41

COMBINATION CURB AND GUTTER, TYPE B-6.1241

ADA-ACCESSIBLE SIGN (COMPLETE).....42

AGGREGATE BASE COURSE (PAVERS) (SPECIAL), 17”42

BASE TEE MANHOLE, TYPE 1 FRAME, CLOSED LID.....43

CONCRETE CURB (RIBBON)43

CONFLICT MANHOLES, 6’ DIAMETER (SPECIAL).....43

INFORMATIONAL SIGNAGE (SPECIAL – MWRDGC).....44

LOWER EXISTING 20-INCH WATER MAIN.....44

MANHOLES, TYPE A, 8’ DIAMETER, WITH TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE.....45

MONITORING WELL, PVC, COMPLETE (OBSERVATION WELL).....46

PAVEMENT REMOVAL (SPECIAL).....47

PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE).....47

PROPOSED MANHOLE CONNECTION OVER EXISTING STORM SEWER.....47

SIGN AND POST REMOVAL (SPECIAL)	48
WASHOUT BASIN	48
SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	49
WATER MAIN, 20-INCH	49
WATER VALVE 20”	50
VALVE VAULT	51
CONSTRUCTION LAYOUT	51
LIGHTING UNIT TYPE 1	53
PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT	57

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein; all of which apply to and govern the construction of:

Village of Lincolnwood UP PARKING LOT for the Village of Lincolnwood, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as **UP PARKING LOT** and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

LOCATION OF IMPROVEMENT

This improvement is located within the former UP Railroad ROW from Morse to Central Park, in the Village of Lincolnwood, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

The proposed work consists of HMA pavement, storm sewer, curb and gutter, brick pavers, lighting, and restoration.

COMPLETION DATE

The project shall be completed by August 1, 2017.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of the "Standard Specifications for Road and Bridge Construction", the following should be added:

Engineer – shall be the firm of Christopher B. Burke Engineering, Ltd. as Engineer employed by the Owner.

Village – shall be the Village of Lincolnwood.

Owner – shall be the Village of Lincolnwood.

Municipality – shall be the Village of Lincolnwood.

Department – shall be the Village of Lincolnwood.

INSURANCE REQUIREMENTS

The Contractor shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The insurance shall also name the Village of Lincolnwood and Christopher B. Burke Engineering, Ltd. as additional insured.

MAINTENANCE OF EXISTING UTILITIES

The Contractor shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The Contractor shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the Village to mark the location of underground utilities.

UTILITY POLES AND UTILITY VAULTS

The Contractor shall coordinate with the utility company so the project can be completed with no additional working days allowed for the coordination. This coordination shall be considered incidental to the Contract.

EARTH EXCAVATION

Description: This work shall consist of the excavation and transportation of suitable excavated material to embankment locations throughout the site or excavation, transportation and disposal of excavated material. This work shall also include the removal and disposal of all obstructions such as fences, walls, foundation, accumulations of rubbish and the removal of all logs, shrubs, bushes, saplings, trees or other vegetation.

This work shall be in conformance with applicable provisions of Sections 201 and 202 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: A limited investigation into subsurface conditions at the proposed work site has been completed and is attached. The Village of Lincolnwood and Christopher B. Burke Engineering, Ltd. assumes no responsibility with respect to the sufficiency or accuracy of these preliminary investigations, nor their interpretation and there is no guarantee, either expressed or implied that conditions indicated are representative of those existing throughout the work site or any part of it, or that unforeseen developments may occur.

The contractor is responsible for providing a disposal site for all excavated material. Any costs

associated with disposal of the material, including hauling and fees, shall be considered included in the price for Earth Excavation. The LPC-663 form is attached.

Method of Measurement and Basis of Payment: This work will be paid for as a cubic yard item for EARTH EXCAVATION. This work will not be measured. The contractor shall review quantity provided on the bid form and notify the engineer of any discrepancies. Unit price shall be considered full compensation for all site clearing, removal of miscellaneous debris, labor, equipment, disposal fees, hauling and any other incidental item required to complete the work as specified herein.

DETECTABLE WARNINGS

Description: This work shall consist of furnishing and installing prefabricated detectable warning panels from approved material suppliers in the new Portland Cement Concrete (PCC) sidewalk at locations as directed by the OWNER. The detectable warning panels shall be the “cast-in-place” model.

Materials: Approved material suppliers are as follows:

- a. Armor-Tile Tactile Systems. www.armor-tile.com
- b. ADA Solutions. www.adatile.com (Composite Panel Paver System)
- c. Detectile Corporation. www.detectile.com
- d. Or approved equal.

The Contractor shall be responsible for furnishing the specified number of detectable warning panels from the approved list of material suppliers. Prior to purchasing the detectable warnings, the Contractor shall submit for review and approval by the OWNER the proposed product information consisting of the following:

- a. Manufacturer’s certification stating the product is fully compliant with the ADAAG.
- b. Manufacturer’s five year warranty.
- c. Manufacturer’s specifications including the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness.
- d. Color chart (color to be determined by the OWNER).
- e. Sample Product Panel (24”x60”).

The detectable warning panels to be purchased shall be 24”x60”. Any damaged panel shall be rejected and shall be replaced at no additional expense to the Owner.

Construction Requirements: The Contractor shall install the panels in accordance with the manufacturer’s recommendations and details. The panels shall be installed during the construction of the new PCC sidewalk and shall be an integral part of the walking surface. The top of the panel shall be flush with the surface of the sidewalk and only the actual domes shall project above the walking surface.

The detectable warning panels shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present.

Method of Measurement and Basis of Payment: This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS which work includes furnishing and installing the detectable warning per the manufacturer's recommendations and as described herein.

PIPE UNDERDRAINS 4" SPECIAL

Description: This work shall consist of constructing pipe underdrains of the required inside diameter. This work shall be in conformance with applicable provisions of Section 601 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: Pipe Underdrains shall be installed as shown on the engineering plans. The filter fabric sock shall be included with the price of the pipe underdrains, 4" special. Filter sock shall be in accordance with Section 1080 of the STANDARD SPECIFICATIONS

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per lineal FOOT for PIPE UNDERDRAINS 4" SPECIAL. Cost of filter sock shall be considered incidental to the price per lineal foot.

CONCRETE CURB, TYPE B

Description: This work shall consist of constructing concrete curb, type B per the detail provided on the plans. This work shall be in conformance with applicable provisions of Sections 351 and 606 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: Concrete Curb, Type B shall be installed at the locations shown on the plans per the detail provided. Included in the cost of the concrete curb shall be the 4-inch compacted aggregate base to be provided below the proposed curb. Aggregate Base Course shall be provided and installed per section 351 of the STANDARD SPECIFICATIONS as noted above. Price shall also include patching of area between proposed curb and existing pavement with PC Concrete, Class SI.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per lineal foot of CONCRETE CURB, TYPE B. Cost of aggregate base and pavement patching shall be considered incidental to the price per lineal foot.

COMBINATION CURB AND GUTTER, TYPE B-6.12

Description: This work shall consist of the combination curb and gutter, Type B-6.12, including depressed curb per the detail provided on the plans. This work shall be in conformance with

applicable provisions of Sections 351 and 606 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: Combination Curb and Gutter, including depressed curb shall be installed at the locations shown on the plans per the detail provided. Included in the cost of the concrete curb shall be the 4-inch compacted aggregate base to be provided below the proposed curb. Aggregate Base Course shall be provided and installed per section 351 of the STANDARD SPECIFICATIONS as noted above. Price shall also include patching of area between proposed curb and adjacent pavement with PC Concrete, Class SI.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per lineal foot of COMBINATION CURB AND GUTTER, TYPE B-6.12. Cost of aggregate base and pavement patching shall be considered incidental to the price per lineal foot.

ADA-ACCESSIBLE SIGN (COMPLETE)

Description: This work shall consist of furnishing and installing ADA-Accessible Signs in the locations shown on the engineering plans. This work shall be in accordance with Sections 720 and 728 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: ADA-Accessible Signs shall be installed per the standard details provided on the plans. The price per each shall include sign panel and telescoping steel sign support installed.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each ADA-ACCESSIBLE SIGN (COMPLETE) installed.

AGGREGATE BASE COURSE (PAVERS) (SPECIAL), 17”

Description: This work shall consist of furnishing and installing 17-inches of the Permeable Base Aggregate (IDOT Gradation CA-7) under the proposed permeable pavers. This work shall be in accordance with Section 351 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The aggregate base course under the permeable pavers shall be installed in accordance with the construction detail provided on the plans. Care shall be taken during construction to prevent soil and other fines from entering the void space within the aggregate base. Geotextile fabric, in accordance with Section 1080, shall be provided at the sides of the paver course and shall be included within the price of the aggregate base course.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per square yard of AGGREGATE BASE COURSE (PAVERS) SPECIAL, 17”. Geotextile fabric shall be considered incidental to the price per square yard.

BASE TEE MANHOLE, TYPE 1 FRAME, CLOSED LID

Description: This work shall consist of constructing the base tee manholes with frames and grates or frames and lids. This work shall be in accordance with Section 602 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: Structures and castings shall be of the size and type specified on the plans. Base Tee Manholes shall be precast reinforced concrete sections. Connections of pipe underdrains or RCP pipe to Base Tee Manholes shall not be paid for directly but included in the cost of other pay items. In addition, cutting of pipe ends to provide a flush connection with the inside wall of the Base Tee Manhole shall also be considered incidental to construction.

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure. The costs associated with the backfill around the structure shall be considered incidental to the cost of the structure.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of BASE TEE MANHOLE, TYPE 1 FRAME, CLOSED LID. The costs of excavation, backfill, reinforcing steel, pipe connections, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

CONCRETE CURB (RIBBON)

Description: This work shall consist of the concrete ribbon curb per the detail provided on the plans. This work shall be in conformance with applicable provisions of Sections 351 and 606 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: Concrete Curb (Ribbon) shall be installed at the locations shown on the plans per the detail provided. Included in the cost of the concrete curb shall be the 4-inch compacted aggregate base to be provided below the proposed curb. Aggregate Base Course shall be provided and installed per section 351 of the STANDARD SPECIFICATIONS as noted above.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per lineal foot of CONCRETE CURB (RIBBON). Cost of aggregate base shall be considered incidental to the price per lineal foot.

CONFLICT MANHOLES, 6' DIAMETER (SPECIAL)

Description: This work shall consist of constructing the conflict manholes per the detail provided on the plans. This work shall be in accordance with Section 602 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: A conflict manhole is required at a location where the storm sewer is in conflict with the sanitary sewer. The manhole shall be provided in accordance with

Section 602. Manhole shall be precast reinforced concrete sections.

Connections of storm sewer piping to the conflict manhole shall not be paid for directly but included in the cost of other pay items. In addition, cutting of pipe ends to provide a flush connection with the inside wall of the Conflict Manhole shall also be considered incidental to construction.

Two options have been provided on the plans for the installation of the conflict manhole for either reconstruction of existing sanitary sewer or construction of manhole around the sanitary sewer. The costs for material, labor and installation of either option shall be included with the cost of the conflict manhole. Casing pipe of sanitary sewer shall be per the specification provided on the plans. Casing spacers shall also be provided around the sanitary sewer within the casing pipe. The sanitary sewer shall also be of the type shown on the engineering plans. Sanitary sewer shall be constructed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure. The costs associated with the backfill around the structure shall be considered incidental to the cost of the structure.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of CONFLICT MANHOLE (6' DIAMETER), SPECIAL. The costs of excavation, backfill, reinforcing steel, pipe connections, sanitary sewer construction, casing pipe, casing spacers, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

INFORMATIONAL SIGNAGE (SPECIAL – MWRDGC)

Description: This work shall consist of furnishing and installing Informational Signs required by the Metropolitan Water Reclamation District of Greater Chicago in the locations shown on the engineering plans. This work shall be in accordance with Sections 720 and 728 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: Informational Signage shall be installed per the standard details provided on the plans. The price per each shall include sign panel and telescoping steel sign support installed.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each INFORMATIONAL SIGNAGE (SPECIAL-MWRDGC) installed.

LOWER EXISTING 20-INCH WATER MAIN

Description: This work shall consist lowering an existing water main to allow for construction of the proposed storm sewer. This work shall be in accordance with Section 561 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The contractor shall excavate the existing water main to confirm the potential conflict exists. The contractor shall contact the engineer upon determination of the water main elevations at the exact crossing location to determine the appropriate course of action. Once the contractor has confirmed the water main must be lowered to construct the water main, the water main shall be lowered.

The contractor shall contact the Village of Lincolnwood Public Works Department to shut-down the existing water main by closing the existing valves on either side of the conflict. The contractor shall work with the Engineer to determine the exact length of water main to be removed and lowered. We would anticipate needing to remove and replace approximately 40-feet of water main per crossing. The cost for removal and disposal of existing main shall be considered as part of the price to Lower Existing 20-inch Water Main.

The new water main shall be constructed with thrust blocks at each bend point if necessary. All fittings shall be considered incidental to the cost of LOWER EXISTING 20-INCH WATER MAIN.

The water main shall be tested and chlorinated in accordance to the Village of Lincolnwood requirements. The costs associated with testing and chlorination will not be paid for directly but should be included within the cost of the pay item.

The connections of the proposed water main to the existing water main shall not be paid for directly but included in the cost of other pay items. In addition, cutting of piping to meet the necessary reconstruction shall also be considered incidental to construction.

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure. The costs associated with the backfill shall be considered incidental to the cost of the water main.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of LOWER EXISTING 20-INCH WATER MAIN. The costs of excavation, backfill, pipe connections, thrust blocks, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

MANHOLES, TYPE A, 8' DIAMETER, WITH TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE

Description: This work shall consist of constructing the Manhole, Type A, otherwise known as the Outlet Control Structure (OCS), as shown on the engineering plans. This work shall be in accordance with Section 602 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The Outlet Control Structure (Manhole, Type A, 8' Diameter) shall be constructed in accordance with the detail on the plans. The structure and casting shall be of the size and type specified on the plans. Manhole shall be precast reinforced concrete sections. Connections of RCP pipe to Manhole/OCS shall not be paid for directly but included in the cost of other pay items. In addition, cutting of pipe ends to provide a flush connection with the inside wall of the Manhole/OCS shall also be considered incidental to construction.

The installation and construction of the restrictor plate shall be completed in accordance with the detail on the engineering plans. In addition, the removable snout shall be provided and installed per the engineering plans. The costs for furnishing and installation of the restrictor plate and removable snout shall be considered incidental to construction of the Manhole/OCS.

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure. The costs associated with the backfill around the structure shall be considered incidental to the cost of the structure.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of MANHOLE, TYPE A, 8' DIAMETER, WITH TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE. The costs of excavation, backfill, reinforcing steel, pipe connections, restrictor plate, removable snout, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

MONITORING WELL, PVC, COMPLETE (OBSERVATION WELL)

Description: This work shall consist of constructing the Monitoring Well, otherwise known as the Observation Well, as shown on the engineering plans. This work shall be in accordance with Section 502 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The Monitoring Well (Observation Well) shall be constructed in accordance with the detail on the plans. The structure and casting shall be of the size and type specified on the plans. Observation well shall be Perforated PVC, Schedule 40 pipe. Connections to the Pipe Underdrains shall not be paid for directly but included in the cost of other pay items. In addition, cutting of pipe end to meet plan grades shall also be considered incidental to construction.

The installation and construction of the locking cap, geotextile fabric and IDOT Gradation CA-7 backfill shall not be paid for directly but included in the cost for the pay item. Geotextile fabric shall be in accordance with Section 1080 of the STANDARD SPECIFICATIONS. IDOT Gradation CA-7 shall be provided in accordance with Section 1004 of the STANDARD SPECIFICATIONS

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of MONITORING WELL, PVC, COMPLETE (OBSERVATION WELL). The costs of excavation, backfill, pipe connections, geotextile fabric, locking cab, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

PAVEMENT REMOVAL (SPECIAL)

Description: This work shall consist of the removal and satisfactory disposal of the existing pavement including all pavement structure and existing granular subbase. This work shall be in conformance with applicable provisions of Section 440 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The scope of work shall be to completely remove the existing asphalt pavement.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per square yard for PAVEMENT REMOVAL (SPECIAL).

PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE)

Description: This work shall consist of constructing pavement, composed of paving bricks or concrete pavers, on a prepared subgrade, subbase, or base. This work shall be in conformance with applicable provisions of Check Sheet #LRS14 of the Supplemental specifications and Recurring Special Provisions and as specified herein.

Construction Requirements: Pavers shall consist of Unilock Eco-line Pavers, 14"x3.25"x4" size, tan or beige color. Paver samples shall be submitted to the Village of Lincolnwood prior to ordering of pavers for approval on color and style.

Choking stone layer shall be IDOT CA-16 in accordance with Section 1004 of the Standard Specifications. Setting bed shall be in accordance with the detail provided within the plans and in accordance with Sections 1003 or 1004 of the Standard Specifications.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per square yard for PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE).

PROPOSED MANHOLE CONNECTION OVER EXISTING STORM SEWER

Description: This work shall consist of constructing the manhole over an existing storm sewer, as shown on the engineering plans. This work shall be in accordance with Section 602 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The proposed storm sewer shall be connected to the existing storm sewer by removing a section of the existing storm sewer and installing a proposed manhole. The structure and casting shall be of the size and type specified on the plans. Manhole shall be precast reinforced concrete sections. Connections of the existing and proposed pipe to the Manhole shall not be paid for directly but included in the cost of other pay items. In addition, cutting of pipe ends to provide a flush connection with the inside wall of the Manhole shall also be considered incidental to construction.

The removal and disposal of the existing storm sewer shall not be paid for directly but the cost

included with the pay item.

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure. The costs associated with the backfill around the structure shall be considered incidental to the cost of the structure.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of PROPOSED MANHOLE CONNECTION OVER EXISTING STORM SEWER. The costs of excavation, backfill, reinforcing steel, pipe connections, disposal of storm sewer removed, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

SIGN AND POST REMOVAL (SPECIAL)

Description: This work shall consist of the removal and satisfactory disposal of the existing sign and post. This work shall be in conformance with applicable provisions of the STANDARD SPECIFICATIONS and as specified herein.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per EACH for SIGN AND POST REMOVAL (SPECIAL).

WASHOUT BASIN

Description: This work shall consist of the construction and maintenance of the concrete washout basin. This work shall be in conformance with the engineering plans and as specified herein.

Construction Requirements: All concrete trucks shall be washed out into an approved concrete washout facility. The construction of this washout facility shall be in accordance with the detail as shown on the plans or as approved by the owner or engineer. The washout facility shall also be maintained as required during construction. Maintenance will not be paid for directly but should be included within the cost of the pay item.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per EACH for WASHOUT BASIN.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Description. This work shall consist of all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required and as approved by the Engineer.

Construction Requirements. The CONTRACTOR shall provide the ENGINEER, at the

preconstruction meeting, a proposed plan for traffic control and protection throughout the duration of the project. At the preconstruction meeting, the CONTRACTOR shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the ENGINEER at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the CONTRACTOR of the requirement to have a responsible individual in his direct employ supervise the work.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic.

Method of Measurement. This work will not be measured for payment.

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) which shall include all material, equipment and labor to perform the work.

SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of the construction and maintenance of the Stabilized Construction Entrance. This work shall be in conformance with the engineering plans and as specified herein.

Construction Requirements: The scope of work shall include the installation of the Stabilized Construction Entrance per the detail provided on the plans or as approved by the owner or engineering. The Stabilized Construction Entrance shall also be maintained and re-freshed as necessary during construction. Maintenance will not be paid for directly but should be included within the cost of the pay item.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per square yard for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE.

WATER MAIN, 20-INCH

Description: This work shall consist of the constructing the water main and shall include all fittings and plugs necessary to complete the work. This work shall be in accordance with Section 561 of the STANDARD SPECIFICATIONS and as specified herein

Construction Requirements: The installation of the water main shall be in accordance with the "Standard Specifications for Water & Sewer Main Construction in Illinois". In addition, the water main shall be tested and chlorinated in accordance with the Village of Lincolnwood requirements. The ductile iron pipe shall be American Pipe with a Zinc-Coating, and shall adhere

to the manufacture's specifications. The pipe shall also be encased in an American Pipe produced V-Bio Enhanced Polyethylene Encasement, and shall adhere to the manufacture's specifications. The Zinc-Coating and V-Bio Enhanced Polyethylene Encasement shall be considered included in the cost of WATER MAIN, 20-INCH.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per lineal foot for WATER MAIN, 20-INCH.

WATER VALVE 20"

Description: This work shall consist of constructing the water valve and vault per the detail provided on the plans. This work shall be consistent with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition and as specified herein.

Construction Requirements: Water valves and vaults are required at each end of the proposed water main. Vault shall be precast reinforced concrete sections and shall be paid for separately.

The cost for the water valve shall include cost of water valve and necessary appurtenances shown on detail.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of WATER VALVE 20". The costs of pipe connections, water valve, and any other necessary incidentals shall be included in the costs of the pay item.

VALVE VAULT

Description: This work shall consist of constructing the vault per the detail provided on the plans. This work shall be consistent with the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition and as specified herein.

Construction Requirements: Water valves and vaults are required at each end of the proposed water main. Vault shall be precast reinforced concrete sections.

Frame and Grate shall also be included in cost of water valve and vault.

The costs associated with the disposal of the excavated material, including hauling and any fees, shall be considered incidental to the cost of the structure. The costs associated with the backfill around the structure shall be considered incidental to the cost of the structure.

Method of Measurement and Basis of Payment: This work will be measured and paid at the contract unit price per each of VALVE VAULT. The costs of excavation, backfill, reinforcing steel, pipe connections, disposal of excavated material and any other necessary incidentals shall be included in the costs of the pay item.

CONSTRUCTION LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER

- a. The ENGINEER will make random checks of the CONTRACTOR'S staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR'S work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- b. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional restaking done by the CONTRACTOR will be paid for in accordance with 109.04 of the STANDARD SPECIFICATIONS.
- c. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- d. Where the plan quantities for excavation are to be used as the final pay quantities, the ENGINEER will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR'S responsibility to tie in centerline control points in order to preserve them during construction operations.

At the completion of the grading operations, the CONTRACTOR will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the ENGINEER.

- b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.
- c. For highway structure staking, the CONTRACTOR shall use diligent care and

appropriate accuracy. Points shall be positioned to allow reuse throughout the construction accuracy. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the CONTRACTOR and checked by the engineer. The CONTRACTOR shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

d. CONTRACTOR is to perform a level circuit to verify the benchmark elevations. Data to be provided to ENGINEER. Cost of level circuit included in construction layout.

Measurement and Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

LIGHTING UNIT TYPE 1

Description. This item shall consist of furnishing and installing a new light pole (complete including all hardware and accessories), luminaire, bracket, wiring, fuse kit(s) on a concrete foundation at the locations shown on the contract drawings.

Construction Requirements. All work shall be installed in accordance with Sections 821 and 830 of the Standard Specifications, contract plan drawings, NEC, and local ordinances.

Materials: The contractor shall furnish and install, pole wiring, pole ground lug, fuse holders and fusing as shown on the drawings.

All materials shall be in accordance with the contract plan drawings and Sections 1065, 1066, 1067, and 1069 of the Standard Specifications.

Measurement and Payment. The work shall be paid for at the contract unit price each for LIGHTING UNIT TYPE 1, which shall be payment in full for all work listed herein.

MAINTAIN EXISTING LIGHTING SYSTEM

Description: Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

At least one week prior to the beginning of construction of the proposed street lighting system, the contractor shall conduct an inspection of the existing lighting units with a representative of the agency responsible for maintenance. The inspection shall reveal defective lighting items such as cable, mast arms, luminaries, poles, and all other appurtenances that combine for a complete operating unit. The CONTRACTOR shall not be responsible for these items. The CONTRACTOR shall be held responsible for all items remaining defective at the completion of the contract that were not noted in the initial inspection report. Failure to coordinate or perform the initial inspection does not relieve the contractor from this responsibility.

The CONTRACTOR shall become responsible for the maintenance of the existing lighting units on a date mutually agreed upon between the CONTRACTOR and the maintaining agency representative but no later than the beginning of any construction within the limits of this project. If any mobilization or any type of work begins on this project, the CONTRACTOR shall assume complete maintenance at that point and assume all deficiencies at their own expense. This maintenance shall remain in effect until written notice of final acceptance of the proposed lighting system is issued by the ENGINEER. Only after this requirement has been satisfied may the contractor begin work on any existing lighting systems.

Maintenance of Existing Lighting Systems:

Existing lighting systems. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Existing Lighting Systems Requiring Maintenance.

Village of Lincolnwood – Northeast Parkway Controller – Full Maintenance:

- Lighting Controller at N. Central Park Ave. & Northeast Parkway (24 light poles)
- 18 light poles along Northeast Parkway from Water Tower to N. McCormick Blvd.
- 5 light poles along N. Central Park Ave. from Northeast Parkway to Cul-De-Sac
- 1 light pole in parking lot near intersection of N. Central Park Ave. & Northeast Parkway

Extent of Maintenance.

Partial Maintenance. Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits (including sign lights).

Maintenance of Proposed Lighting Systems:

Proposed Lighting Systems. Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract. The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor

operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations:

The Contractor's responsibility shall include the maintenance of all existing and proposed lighting units (including sign lighting), cable runs, lighting controls and service. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

If the existing equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the existing equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	n/a	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	n/a
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	n/a

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Outage of 75% of lights on one tower	1 hour	4 hours	n/a
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	n/a
Outage (single or multiple) found on night outage survey or reported to EMC	n/a	n/a	7 Calendar days
Navigation light outage	n/a	n/a	24 hours

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to their Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be deducted from the cost of the Contract.

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

Measurement and Basis of Payment: This work shall be paid for at the contract Lump Sum price for MAINTAIN EXISTING LIGHTING SYSTEM which shall be payment in full for all work listed herein or as directed by the Owner.

SHREDDED BARK MULCH 3"

Description. Shredded hardwood bark mulch shall be free of harmful chemicals, diseases, and insects. Mulch shall have a minimum 1/8 inch dimension and a maximum length of 2-1/2". Mulch shall be placed around the new plant material to a finished depth of 3 inches. In curbed planters and median islands that only receive mulch and no shrubs, the depth shall also be 3".

Basis of Payment. This work shall be paid for at the contract unit price per CUBIC YARD for SHREDDED BARK MULCH 3".

PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT

Description. This work shall include all labor, materials and equipment necessary to furnish, transport and plant perennial vegetation in planters constructed under this Contract. This work shall be done in accordance with the applicable portions of Sections 253 and 254 of the Standard Specifications, as shown on the plan details, as specified herein, and as directed by the Engineer. This work shall also include fertilizer. A list of plant material may be found on the plans. Trees and shrubs will be paid for separately.

General Requirements.

References:

All materials shall conform to the standards adopted by the American Association of Nurserymen.

Scheduling:

Fall planting shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked.

Quality Assurance:

All vegetation shall be obtained from a grower in hardiness zones of comparable local climatic range to the Village and subject to the approval of the Engineer.

Inspections:

An inspection on site will be made prior to the installation of plant material. Any plant material not meeting specification (that being of good health) must be moved off the site.

Construction Requirements.

Plant Delivery, Storage and Handling:

Schedule delivery to avoid storage on site. If planting does not occur immediately, store annuals and bulbs in a location protected from sun, weather and theft.

Protect bulbs prior to planting. Damaged bulbs will be rejected on site.

Soil Mix:

This work will be paid for separately as Soil Blend.

Shredded Hardwood Bark Mulch:

This work will be paid for separately as Shredded Bark Mulch 3”.

Fertilizer:

All fertilizer shall be a commercial balanced 10-6-4 fertilizer delivered to the site in bags labeled with the manufacturer’s guaranteed analysis. The fertilizer shall be applied to mass planting beds and individual trees at the manufacturer’s recommended rate.

Surface Conditions:

If the new landscape is occurring within a location of existing vegetation, then apply a total non-plant-selective herbicide within the outline of all mass planting beds. Follow manufacturer’s instructions for use and applications. Herbicide shall only be applied by a licensed applicator. Schedule application to provide sufficient time for herbicide to be effective, then remove existing turf and vegetation debris and dispose of off-site.

Excavation of Plant Holes:

Shape: The sides of all plant holes shall be sloped and the bottoms horizontal.

Size: Ground cover and perennial excavations shall be a minimum diameter and depth of the container plus 8 inches.

All excess excavated material shall be removed from the site.

Planting:

Remove all rocks and debris over 1/2” in diameter from planting beds. Install soil mix in all planting beds, place in 6 inch thick layers. Work each layer by hand to compact soil mix and eliminate voids. Prepared backfill soil shall be in a loose friable condition at the time of planting. All plants shall be placed in a plumb position and set at the same depth as they grew in the nursery field. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.

Container Grown Plants:

Prior to placing the plant in the hole, the container shall be removed with care so as not to disturb the root system.

After planting apply and prior to mulching apply a pre-emergent herbicide to all mass planting beds. Apply per manufactures instructions for application.

Install shredded hardwood bark mulch over all mass planting beds and individual trees at a 3” depth minimum.

Period of Establishment:

See Article 253.14 of the Standard Specifications.

Guarantees:

The Contractor shall guarantee the plant material for a period of one year after Date of Substantial Completion of total Project. The Contractor shall replace any and all plant material, which has not survived the guarantee period.

Within this period of the guarantee, plants replaced by approval of the Engineer's Landscape Architect shall be guaranteed for 1 year from date of replacement.

At any time within the period of the guarantee, the Contractor shall replace any plant, which has died or is in a dying condition, or has failed to flourish in such a manner or is such a degree that its usefulness or appearance has been impaired due to inferior or defective materials or workmanship, or unfavorable weather conditions. The decision of the Landscape Architect for making replacements shall be conclusive and binding. The Contractor shall also make good damage to persons or property caused by defective workmanship or materials.

Method of Measurement. This work will be measured for payment as EACH.

Basis of Payment. This work will be paid for at the contract unit price for EACH, which shall include all material, equipment and labor to perform the work for the following line items:

RED SUNSET RED MAPLE
SERVICEBERRY
GREENSPIRE LINDEN
TRIUMPH ELM
DOUGLAS FIR
ENDLESS SUMMER HYDRANGEA
GREEN SARGENT JUNIPER
SUMMER BEAUTY ONION
FEATHER REED GRASS
PRAIRIE DROPSEED

TAB 1

PREVAILING WAGE RATES

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT 1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550

STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER	-->NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930 0.000 0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt

Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

November 16, 2016

Mr. James Amelio
Christopher B. Burke Engineering
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018

**Re: Special Provisions Soil Assessment
UP Row Parking Lot - Alternative 3
Lincolnwood, Illinois 60712
Project No. TII648I**

Mr. Amelio,

True North Consultants, Inc. (True North) was retained to perform limited soil characterization sampling activities for excavation spoils generated during construction of Union Pacific Right-of-Way Parking Lot between West Lunt Avenue and West Morse Avenue in Lincolnwood, Cook County, Illinois (Site). Figure 1 identifies the approximate location of the Site.

The limited soil characterization sampling activities were performed by True North on August 22, 2016. A Site-specific sampling plan was developed to meet the requirements of the Village of Lincolnwood (Village) and ensure that the objectives of the investigation were achieved. The sampling plan included the advancement of fourteen (14) soil borings within the proposed parking lot excavation areas. The approximate locations of these areas are identified on Figure 2. True North advanced soil borings (SB-1 through SB-14) to a depth of approximately six feet below ground surface (bgs). Boring spacing was determined with the intent of increasing the likelihood of impact detection while providing representative sampling of existing conditions across the Site. Additional sampling was completed on November 8, 2016 to delineate the extent of soils exhibited elevated concentrations of total lead and arsenic. During this sampling event, six (6) additional soil borings (SB-8-N-5, SB-8-N-10, SB-8-N-15, SB-8-S-5, SB-8-S-10 and SB-8-S-15) were advanced to a depth of three feet below ground surface (bgs). The approximate locations of these areas are identified on Figure 2.

Soil characterization sampling procedures were performed in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, "Tiered Approach to Corrective Action Objectives (TACO)", United States

Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods”, ASTM E1903-97 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards and 35 IAC 1100, “Clean Construction or Demolition Debris Fill Operations (CCDD).”

Soil sampling procedures involved the advancement of one soil boring at each proposed location. All down-hole equipment was decontaminated between each probe point with distilled water and liquid-nox solution and distilled water rinse. All soil cuttings were returned to the boring hole of origin, returned to grade with bentonite chips and surfaced with the corresponding surfacing material (concrete, bentonite chips or asphalt).

Soil samples were continuously sampled at two foot intervals. At each interval, the hollow stem augers were retrieved and a representative soil sample from each two-foot section was immediately placed in a zipper locked, 4-mil plastic bag, with airspace, and allowed to warm to ambient conditions. The soil samples were chosen for field screening and potential laboratory analysis based on visual observations and/or noticeable odors. The soil samples that were containerized in the plastic bags were screened with a calibrated PID with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of VOC compounds in the soil.

Immediately following screening activities, soil samples were collected directly from the hollow stem augers. Soil boring logs and locations of soil samples from True North’s limited soil characterization sampling activities are presented in Appendix A.

The geology encountered during True North’s soil sampling activities identified surfacing materials consisting of topsoil and fill materials (gravel, sand and mulch) to depths ranging from approximately one to four feet below ground surface (bgs). Surfacing materials were generally underlain by silty clay to the boring terminus, approximately six feet bgs in all soil borings. Groundwater was not encountered at any soil boring, except SB-10 at four feet bgs. It should be noted that the project area can be affected by seasonally high groundwater. No odors or elevated PID readings were observed in the soil borings, except within soil boring SB-11 (peak 0.8 ppm). Based on the requirements to characterize soils spatially across the Site, it was determined that four (4) discrete sample would be containerized for laboratory analysis from four representative locations within the project area.

True North collected a discrete soil sample from four soil borings to determine if the soils exhibited concentrations of the analyzed constituents above the applicable Maximum Allowable Concentrations (MAC) as referenced within the CCDD regulations. Additionally, per the requirements of 35 IAC 1100.201 (g), the pH of the sampled soils was compared to the pH range of 6.25 to 9.0 units which is the required pH range for CCDD acceptance.

Due to the nature of adjoining properties to the Site, soil samples were collected for a strategic combination of volatile organic compounds (VOCs), benzene, ethylbenzene, toluene and total xylenes (BETX), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA), polychlorinated biphenyls (PCBs) and pH. At the request of the client, the samples were also extracted by Toxicity Characteristics Leaching Procedure (TCLP) methods to further evaluate soil conditions. The following table summarizes this investigation’s analytical parameters:

Compound or Group of Compounds	USEPA	Method Identification
	Analytical	Matrix
Volatile Organic Compounds (VOCs)	5035A/8260B	Soil
Benzene, Ethylbenzene, Toluene and total Xylenes (BETX)	5035A/8260B	Soil
Semi-Volatile Organic Compounds (SVOCs)	8270	Soil
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil
Resource Conservation Recovery Act (RCRA) Metals	6010B/6020B	Soil
Toxicity Characteristic Leachate Precipitation (TCLP) Chromium	1311/6010B	Soil
Toxicity Characteristic Leachate Precipitation (TCLP) Lead	1311/6010B	Soil
Polychlorinated Biphenyls (PCBs)	8082	Soil
pH	9045	Soil

The collected soil samples were placed in laboratory provided containers, labeled, placed in a cooler with ice, and logged in utilizing chain-of-custody documentation procedures. Samples were then transported to a National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory for analysis (Prairie Analytical Systems) on a standard turnaround basis.

Soil analytical results were compared to the MACs as referenced within the CCDD regulations. Additionally, per the requirements of 35 IAC 1100.201 (g), the pH of the sampled soil was compared to the pH range of 6.25 to 9.0 units which is the required pH range for CCDD acceptance. Sampled depths and detected analytes in each of the collected subsurface soil samples are summarized and compared to their corresponding MACs in Tables 1 through 5. The laboratory analytical reports are presented in Appendix B.

Soil analytical results from this investigation indicated that concentrations of VOCs and BETX did not exceed the MACs published in the CCDD regulations. Table 1 summarizes the VOC and BETX analytical results from this investigation.

Soil analytical results from this investigation indicated that concentrations of SVOCs and PNAs did not exceed the MACs published in the CCDD regulations. Table 2 summarizes the SVOCs and PNA analytical results from this investigation.

Soil analytical results from this investigation indicated that total concentrations of RCRA Metals did not exceed the MACs listed in the CCDD regulations within soil sample SB-11. Concentrations of RCRA Metals exceeded the MACs listed in the CCDD regulations within the remaining soil samples. Concentrations of chromium were above the MAC listed in soil samples SB-3 and SB-14. Concentrations of lead and arsenic were above the MAC listed in soil samples SB-8. Soil analytical results from this investigation indicated that the soil pH was within the acceptable range. Table 3 summarizes the RCRA Metals and pH analytical results.

The CCDD regulation allows the flexibility to evaluate chromium by the totals method and/or leaching procedure. Soil analytical results from this investigation indicated that leachable concentrations of chromium within soil samples SB-3 and SB-14 did not exceed the MAC published in the CCDD regulations. Soil analytical results from this investigation indicated that leachable concentrations of lead within soil sample SB-8 exceeded the MAC published in the CCDD regulations. Soil TCLP metals results are summarized in Table 4.

Soil analytical results from this investigation indicated that concentrations of PCBs did not exceed the MACs published in the CCDD regulations. Table 5 summarizes the PCB analytical results from this investigation.

Soil containing contaminants of concern that exceed the MAC values listed in the CCDD regulations, exhibit soil pH values out the range of 6.25 to 9 or show signs of visual contamination (staining, odors or elevated PID screening values) cannot be certified as uncontaminated and managed at a permitted CCDD facility. If these soils cannot be utilized on-Site within existing trench excavations, then these soils shall be legally managed off-Site which could include as either a non-hazardous, special or non-special waste at a licensed Subtitle D landfill.

The results of these limited soil characterization sampling activities did not identify the presence of VOCs, BETX, SVOCs, PNAs, RCRA metals or PCBs above the MAC values listed in the CCDD regulations except within soil sample SB-8. Soil pH values were within the acceptable range. Based on the findings of this limited investigation, it is True North's opinion that excavation spoils from this Site can be managed as an uncontaminated soil at a permitted CCDD facility with the exception of the spoils represented by soil boring SB-8 which exhibited elevated concentrations of total arsenic and lead. Additional soil sampling delineated the extent of this exclusion zone to approximately five (5) feet north of SB-8 and five (5) feet south of SB-8. These spoils must be excluded from management at a CCDD facility. A copy of Uncontaminated Soil Certification LPC-663 is presented in Appendix C.



True North appreciates the opportunity to offer these soil management and consulting services. If you have any questions, please contact me at 224-387-6125.

Regards,

TRUE NORTH CONSULTANTS, INC.

Brian S. Mihelich, CHMM
Vice President



Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Soil Management Consulting Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

UP ROW Parking Lot Alternate 3 - See Attached Figures

City: Lincolnwood State: IL Zip Code: 60712

County: Cook Township: Niles

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 42.007702 Longitude: -87.719856
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: Village of Lincolnwood

Name: _____

Street Address: 6900 North Lincoln Avenue

Street Address: _____

PO Box: _____

PO Box: _____

City: Lincolnwood State: IL

City: _____ State: _____

Zip Code: 60712 Phone: _____

Zip Code: _____ Phone: _____

Contact: _____

Contact: _____

Email, if available: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Soil Management Consulting

Latitude: 42.007702 Longitude: -87.719856

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions & potential PIPs. Based on the nature & scope of the project, 10 soil samples were collected for indicator contaminants associated with identified PIPs, and screened with a PID. Figure 2 shows sample locations.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

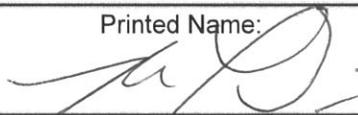
I, Ryan M. LaDieu, P.E. (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: True North Consultants
 Street Address: 1240 Iroquois Avenue, Suite 206
 City: Naperville State: IL Zip Code: 60563
 Phone: 630-717-2880

Ryan M. LaDieu

Printed Name:



Licensed Professional Engineer or
 Licensed Professional Geologist Signature:

11/14/16

Date:



P.E. or L.P.G. Seal:

VILLAGE OF LINCOLNWOOD
CONTRACT DOCUMENTS
FOR
UP PARKING LOT
(CBBEL PROJECT NO. 140090.C1602)

Bid Opening Date: March 15, 2017
Bid Due By: 11:00 a.m.
Bid Opening Time: 11:00 a.m.
Bid Opening Location: Village Hall

BID PACKAGE SUBMITTED BY

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

STREET ADDRESS

CITY, STATE, ZIP

Obtain Information From:

James Amelio, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

Submit bids to:

Andrew Letson, Acting Director of Public Works
Village Hall
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

17-129
BID DATE 3-15-17
BID TIME 11:00
WITH PRINTS LG SM NO
COMPLETE DATE/DAYS:
590

TABLE OF CONTENTS

BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS1

INVITATION FOR BIDDER'S PROPOSALS2

1. INVITATION TO BID2

2. DEFINED TERMS2

3. THE BID PACKAGE2

4. INSPECTION AND EXAMINATION3

5. BID OPENING3

6. BID SECURITY AND INSURANCE3

GENERAL INSTRUCTIONS TO BIDDERS5

BIDDER'S PROPOSAL13

BIDDER'S SWORN ACKNOWLEDGEMENT20

BIDDER'S SWORN WORK HISTORY STATEMENT23

PERFORMANCE AND PAYMENT BOND26

NOTICE OF AWARD33

SPECIFICATIONS - TABLE OF CONTENTS36

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
UP PARKING LOT

ADVERTISEMENT FOR BIDS

The **Village of Lincolnwood**, Cook County, Illinois will receive sealed bids at the Village Hall, located at 6900 N. Lincoln Ave., Lincolnwood, Illinois 60712, until **Eleven (11:00) A.M. local time the 15th day of March, 2017**, for the **UP PARKING LOT**. Said bids will be publicly opened and read aloud at that time. This project generally consists of HMA pavement, storm sewer, curb and gutter, brick pavers, lighting, restoration and all other related appurtenances and accessories necessary to complete the Work.

Contractors and Subcontractors shall conform to the "Public Works Preference Project" Act, (30 ILCS 560/1, et. Seq.).

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor. Copies of these wage rates are incorporated in the Contract Documents.

The Bidder to whom a Contract is awarded shall furnish a Performance and Payment Bond each in an amount equal to the Contract Price.

A Bid Security in the amount as described in the Invitation for bidders, Section 6 (see table).

The Contract Documents may be examined at the following location:

Christopher B. Burke Engineering, Ltd., 9575 W. Higgins, Ste. 600, Rosemont, IL 60018

The Contract Documents for the proposed improvements are on file with the Village Clerk, and may be obtained at the office of the Engineer, Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Ste. 600, Rosemont, Illinois 60018, telephone: 847-823-0500, upon payment of a non-refundable fee of Fifty dollars (\$50.00) for each set of Contract Documents payable to Christopher B. Burke Engr., Ltd.

The **Village of Lincolnwood** reserves the right in receiving these bids to waive technicalities and reject any and all bids.

Published by the authority of the **Village of Lincolnwood**, Illinois

INVITATION

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
UP PARKING LOT

INVITATION FOR BIDDER'S PROPOSALS

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

Attn: Andrew Letson, Acting Director of Public Works

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

HMA pavement, storm sewer, curb and gutter, brick pavers, lighting, and restoration

The Work shall be performed at the following Work Site:

Former UP Railroad ROW from Morse to Central Park

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;

INVITATION

- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package in making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **11:00 a.m.**, local time, **March 15, 2017**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Bid Bond or Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner

INVITATION

Contract Bid Security Amounts

Amount of Proposal		Security Amount
\$ -	\$ 5000	0 %
\$ 5,001	\$ 10,000	0 %
\$ 10,001	\$ 50,000	10.0 %
\$ 50,001	\$ 100,000	5.0 %
\$ 100,001	\$ 5,000,000	3.0 %

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

PROPOSAL

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>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
*	20200100	EARTH EXCAVATION	CU YD	4215	24 ⁻	101,160 ⁻
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	140	24 ⁻	3,360 ⁻
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	140	29 ⁻	4,060 ⁻
	20800150	TRENCH BACKFILL	CU YD	1200	41.25	49,500 ⁻
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1150	6.10	7,015 ⁻
	28000400	PERIMETER EROSION BARRIER	FOOT	1610	2.50	4,025 ⁻
	28000510	INLET FILTERS	EACH	10	125 ⁻	1,250 ⁻
	35101582	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	250	4 ⁻	1,000 ⁻
	35102400	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	3920	15 ⁻	58,800 ⁻
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	520	70 ⁻	36,400 ⁻
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	450	82.50	37,125 ⁻
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	370	6.25	2,312.50
*	42400800	DETECTABLE WARNINGS	SQ FT	90	36.50	3,285 ⁻

PROPOSAL

	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	208	5 ⁻	1,040 ⁻
*	60108100	PIPE UNDERDRAINS 4" (SPECIAL)	FOOT	558	36.25	20,227.50
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	3,050 ⁻	9,150 ⁻
	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	17,000 ⁻	17,000 ⁻
	60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	4	1,340 ⁻	5,360 ⁻
*	60600605	CONCRETE CURB, TYPE B	FOOT	105	21 ⁻	2,205 ⁻
*	60603800	COMBINATION CURB AND GUTTER, TYPE B-6.12	FOOT	2524	17.25	43,539 ⁻
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	175	25. ⁰⁰	4,375. ⁰⁰
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	16	37 ⁻	592 ⁻
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1870	1.70	3,179 ⁻
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	115	4.55	523.25
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	482	57.75	27,835.50
	550A0190	STORM SEWERS, CLASS A, TYPE 1, 48"	FOOT	223	133 ⁻	29,659 ⁻
	550A0200	STORM SEWERS, CLASS A, TYPE 1 54"	FOOT	282	145 ⁻	40,890 ⁻
*	56101110	WATER MAIN, 20"	FOOT	850	185 ⁻	157,250 ⁻
*	56105410	WATER VALVE 20"	EACH	2	10,100 ⁻	20,200 ⁻
*	60249010	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	4,225 ⁻	8,450 ⁻

PROPOSAL

	81028210	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	35	29.75	1,041.25
	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1200	9	10,800
	81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	1	370	370
	81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	3700	1.25	4,625
	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	73.5	160	11,760
	84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	1	275	275
*	LSCP	RED SUNSET RED MAPLE	EACH	3	530	1,590
*	LSCP	SERVICEBERRY	EACH	1	450	450
*	LSCP	GREENSPIRE LINDEN	EACH	6	570	3,420
*	LSCP	TRIUMPH ELM	EACH	5	585	2,925
*	LSCP	DOUGLAS FIR	EACH	2	460	920
*	LSCP	ENDLESS SUMMER HYDRANGEA	EACH	17	78	1,326
*	LSCP	GREEN SARGENT JUNIPER	EACH	11	50	550
*	LSCP	SUMMER BEAUTY ONION	EACH	91	11.50	1,046.50
*	LSCP	FEATHER REED GRASS	EACH	9	11.80	106.20
*	LSCP	PRAIRIE DROPSEED	EACH	32	13.20	422.40
*	NA	ADA-ACCESSIBLE SIGN (COMPLETE)	EACH	5	250	1,250
*	NA	AGGREGATE BASE COURSE (PAVERS) (SPECIAL), 17"	SQ YD	870	25	21,750
*	NA	BASE TEE MANHOLE, TYPE 1 FRAME, CLOSED LID	EACH	2	10,250	20,500

PROPOSAL

*	NA	CONCRETE CURB (RIBBON)	FOOT	485	17.25	8,366.25
*	NA	CONFLICT MANHOLES, 6'-DIAMETER (SPECIAL)	EACH	1	7,725 ⁻	7,725 ⁻
*	NA	INFORMATIONAL SIGNAGE (SPECIAL-MWRDGC)	EACH	6	250 ⁻	1,500 ⁻
*	NA	LOWER EXISTING 20-INCH WATER MAIN	EACH	2	5,675 ⁻	11,350 ⁻
*	NA	LIGHTING UNIT TYPE 1	EACH	7	2,875 ⁻	20,125 ⁻
*	NA	MAINTAIN EXISTING LIGHTING SYSTEM	LSUM	1	795 ⁻	795 ⁻
*	NA	MANHOLES, TYPE A, 8'-DIAMETER, WITH 2 TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE	EACH	1	19,100 ⁻	19,100 ⁻
*	NA	MONITORING WELL, PVC, COMPLETE (OBSERVATION WELL)	EACH	3	930 ⁻	2,790 ⁻
*	NA	PAVEMENT REMOVAL (SPECIAL)	SQ YD	515	10 ⁻	5,150 ⁻
*	NA	PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE)	SQ FT	7833	5.10	39,948.30
*	NA	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	1	16,000 ⁻	16,000 ⁻
*	NA	SEED AND BLANKET	SQ YD	1150	3.35	3,852.50
*	NA	SHREDDED BARK MULCH, 3"	SQ YD	64	10 ⁻	640 ⁻
*	NA	SIGN AND POST REMOVAL	EACH	2	75 ⁻	150 ⁻
*	X0326806	WASHOUT BASIN	L SUM	1	1000	1000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	16,512 ^{.85}	16,512.85
*	Z0013796	SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	SQ YD	150	10 ⁻	1,500 ⁻

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. [For Unit Price Only] *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.3.

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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
UP PARKING LOT

BIDDER'S PROPOSAL

Full Name of Bidder chicagoland Pawing ("Bidder")
Principal Office Address 225 Telser Rd, Lake Zurich IL
Local Office Address same 60047
Contact Person Bill Bowes Telephone 847-550 9681

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

Attention: Andrew Letson, Acting Director of Public Works

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, including Addenda Nos. #1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("*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 for the **Construction of the UP PARKING LOT**; (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

PROPOSAL

procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all 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:

PROPOSAL

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.

7. Bid Security

Bidder herewith tenders a Bid Bond or Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 5% 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.

PROPOSAL

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 15 day of March, 2017.

ATTEST:

chicago land paving
William R. Barnes
Bidder

By: J. C. Husli

By: [Signature]

Title: witness

Title: U.P.

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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
UP PARKING LOT

BIDDER'S SWORN ACKNOWLEDGEMENT

William R. Bows [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 IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Chicago Land Paving Contractors, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Meertz</u>	<u>660 Thompson, Inness IL 60067</u>
Vice President	<u>William R. Bows</u>	<u>20547 Plumwood, Kildare IL 60047</u>
Secretary	<u>William R. Bows</u>	_____
Treasurer	<u>Kevin Meertz</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 _____.

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 15 day of March, 2017.

ATTEST:

By: [Signature]
Title: Witness

ChicagoLand Paving
Bidder
By: [Signature]
Title: U.P. William R. Bowes

Subscribed and Sworn to
Before me this 15 day
of March, 2017:

My Commission Expires: 10/18/17

[Signature]
Notary Public



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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
UP PARKING LOT

BIDDER'S SWORN WORK HISTORY STATEMENT

(Only required of new Bidders)

William R. Barnes
("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: asphalt paving
general contractor roadway

2. Composition of Work

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

<u>2</u> % Federal	<u>98</u> % As Contractor	<u>70</u> % Bidder's Forces
<u>93</u> % Other Public	<u>2</u> % As Subcontractor	<u>25</u> % Subcontractors
<u>5</u> % Private		<u>5</u> % 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: 30 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>
<u>✓</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>
<u>as needed</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	<u>please see attached</u>		
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 15 day of March, 2017.

ATTEST:

Chicago Land Paving Contractors
Bidder

By: [Signature]

By: [Signature]

Title: witness

Title: U.P. William R. Bares

Subscribed and Sworn to
Before me this 15 day
of March, 2017.

My Commission Expires: 10/18/18

[Signature]
Notary Public



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

Parking Lot

New Age Cryo, Inc.

Parking Lot @ 5706 Rte. 31 - Ringwood
Contract Amount: \$ 96,900.00
Ms. Jennifer Gilardi
New Age Cryo, Inc.
815-675-0215

City of Prospect Heights

Parking Lot Addition - 11 E. Camp McDonald
Contract Amount: \$ 317,900.00
Mr. Steven Berecz
Gewalt Hamilton
847-478-9700

Lake County Forest Preserves

2015 Pavement Improvements @
Independence Grove
Contract Amount: \$ 1,047,797.00
Mr. Lucas Deferville
Gewalt Hamilton Associates
847-478-9700

Village of Riverwoods

Interim Parking Lot Improvement @
320 Portwine
Contract Amount: \$ 79,900.00
Mr. Patrick Glenn
Gewalt Hamilton
847-478-9700

Quincy Park Condominium Association

2015 Paving & Drainage Improvements
Contract Amount: \$ 304,800.00
Mr. Carmen Arvia
Ament, Inc.
847-253-1515

City of Northlake

King Arthur Courts Parking Lot
Contract Amount: \$ 277,900.00
Mr. Eric Taraska
Christopher B. Burke Engineering
847-823-0500

Village of Villa Park

Kenilworth Park Improvements
Contract Amount: \$ 72,900.00
Mr. Kevin Mantels
Village of Villa Park Public Works / Engineering
630-834-8505

Julie Heiderman

From: Vickie Caro <vcaro@cbbel.com>
Sent: Monday, March 13, 2017 11:00 AM
To: jerry@martam.com; 'estimating@golandmark.com'; Alliance Contractors (estimating@alliancecontractors.com); ALamp (kbiello@alamconcrete.com); Abbey Paving (owen@abbey-paving.com); Elanar Construction (andrew@elanar.com); 'nicke@arrowroad.com'; Chicagoland Paving (chicagoland1@sbcglobal.net); Acura Inc (Estimating@Acurainc.com); Archon Construction (gsementa@archononline.com); Advantage Paving Solutions (ddye@advantagepavinginc.com); All Star Asphalt (sales@allstarasphaltinc.com); CMD (jesus.zevallos@cmdgroup.com)
Cc: James Amelio
Subject: Addendum #1: Lincolnwood UP Parking Lot
Attachments: UP Parking Lot Addendum 1.pdf

Addendum #1
Village of Lincolnwood
UP Parking Lot
CBBEL # 140090.C1602

Please email signed acknowledgement receipt of Addendum #1
to Jim Amelio at: jamelio@cbbel.com

Victoria N. Caro
Administrative Receptionist
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Phone: (847) 823-0500 Fax: (847) 823-0520
E-Mail: vcaro@cbbel.com

www.cbbel.com

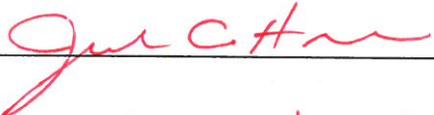
ADDENDUM #1
Village of Lincolnwood
UP Parking Lot
Date: March 13, 2017

Modify the bid and contract documents to include the following:

Modification No. 1: Modify the PERMEABLE PAVER Detail on Sheet 10 of the plans and the PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE) specification to reflect the following changes: The total depth of the choking stone plus setting bed shall be two inches (2"). The material for the choking stone and setting bed shall remain as CA-16. The paver brick shall be changed to ECO-OPTILOC with ECO-PRIORA soldier course.

Please acknowledge the receipt of this addendum by signing and returning this form to James Amelio, PE. Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified. Email to James Amelio, PE of Christopher B. Burke Engineering, Ltd. at jamelio@cbbel.com

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: 

Chicagoland Paving
Name of Company

Julie Heiderman

From: Julie Heiderman <chicagoland1@sbcglobal.net>
Sent: Monday, March 13, 2017 11:19 AM
To: James F. Amelio (jamelio@cbbel.com)
Subject: Addendum #1 Acknowledge/Receipt - Lincolnwood UP Parking Lot
Attachments: DOC031317-03132017110524.pdf

Mr. Amelio:

Attached receipt for Addendum # 1 , as referenced. Thanks,

Best Regards,

Julie Heiderman
Chicagoland Paving
225 Telser Road
Lake Zurich, IL 60047
847-550-9681



AIA[®] Document A310[™] – 2010

Bid Bond

Bond Number: 2343771

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors, Inc.
225 Telsler Road
Lake Zurich, IL 60047

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
8401 Greenway Blvd, Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

BOND AMOUNT: \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)

PROJECT:

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

UP Parking Lot

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

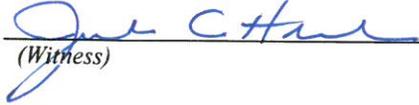
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

Init.

Signed and sealed this 15 day of March, 2017


(Witness)


(Witness)

Chicagoland Paving Contractors, Inc.

(Contractor as Principal) (Seal)


(Title) William F. Busas

West Bend Mutual Insurance Company

(Surety) (Seal)


(Title) Luke F. Praxmarer (Attorney-in-Fact)

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

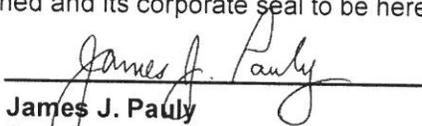
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

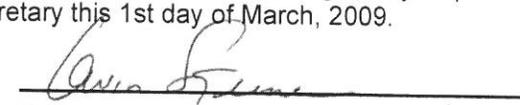
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest


James J. Pauly
Secretary

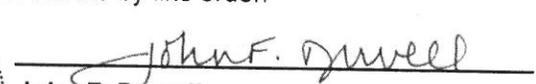



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

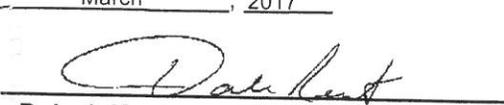



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15 day of March, 2017




Dale J. Kent
Executive Vice President -
Chief Financial Officer

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

ss

County of Cook)

On this 15 day of March, 20 17, before me appeared Luke F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Joan E Szabo

Notary Public

April 16, 20 19

County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

VILLAGE OF LINCOLNWOOD
UP PARKING LOT



March 9, 2017

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Bondability: Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, IL 60047

To Whom It May Concern:

Please be advised the West Bend Mutual Insurance Company of Middleton, WI has had the continuing privilege of providing bonding support to Chicagoland Paving Contractors, Inc. We have a bond line established with single limitations of \$5,000,000 and an aggregate limitation of \$15,000,000. Currently, \$8,000,000 is available for use. Chicagoland Paving Contractors, Inc. has been our client since 2012.

Should Chicagoland Paving Contractors, Inc. be the low bidder on the UP Parking Lot Project, for the bid opening March 15, 2017 with the Village of Lincolnwood, West Bend Mutual Insurance Company will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

Should you have any questions, please don't hesitate to contact us.

Sincerely,

Luke F. Praxmator
(Attorney-in-Fact)
West Bend Mutual Insurance Company



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 15, 2017

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Mr. Andrew Letson – Director of Public Works

Subject: UP Parking Lot Project
Bid Results / Recommendation of Award
(CBBEL Project No. 140090.C1602)

Dear Mr. Letson:

On Wednesday, March 15, 2017 at 11:00 a.m. bids were received at the Lincolnwood Village Hall and opened for the UP Parking Lot Project. The bids have been reviewed and tabulated and are as follows:

COMPANY	BID	BID LESS WATER MAIN
- ENGINEER'S ESTIMATE	\$ 1,001,717.50	\$ 839,627.50
1 CHICAGOLAND PAVING	\$ 949,900.00	\$ 737,063.75
2 ACURA INC	\$ 1,043,600.00	\$ 815,145.00
3 MARTAM CONSTRUCTION	\$ 1,090,777.00	\$ 881,930.00
4 ABBEY PAVING	\$ 1,095,284.62	\$ 868,141.41
5 ALAMP CONTRACTORS	\$ 1,109,499.05	\$ 874,572.05
6 ELANAR CONSTRUCTION	\$ 1,126,913.00	\$ 900,065.50

As you can see, Chicagoland Paving is the low bidder with a Bid of \$ 949,900.00. Please note that if the Villages desires to eliminate the water main portion of the work, then the low bidder is still Chicagoland Paving, with an amount of \$ 737,063.75.

We have reviewed the bid document and find it to be in order. Chicagoland Paving has done work within the Village recently and they are qualified to perform this work. Therefore, we recommend that the contract be awarded to Chicagoland Paving.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Project Manager

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017- _____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING
AND APPROVING A CONSTRUCTION OVERSIGHT AGREEMENT
FOR THE UP PARKING LOT CONSTRUCTION
WITH CHRISTOPHER B. BURKE ENGINEERING LTD., OF ROSEMONT, ILLINOIS**

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 determined that there is a need to construct a new public parking lot within the Northeast Industrial District of the Village ("**NEID District**"); and

WHEREAS, the Village has identified a location within the NEID District along the former Union Pacific railroad right-of-way, between the Morse Avenue and Lunt Avenue rights-of-ways, as the preferred site for the new parking lot ("**Proposed Parking Lot**"); and

WHEREAS, in May 2016, the Village and Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois ("**CBBEL**"), entered into a contract for design engineering services for the Proposed Parking Lot ("**Design Services Contract**"); and

WHEREAS, CBBEL has completed the design engineering services for the Proposed Parking Lot obligated under the Design Services Contract, and has produced a design plan for the Proposed Parking Lot; and

WHEREAS, the Village now desires to procure engineering and construction oversight services for the construction of the Proposed Parking Lot (collectively, the "**Services**"); and

WHEREAS, CBBEL has submitted a proposal to the Village to complete the Services, in an amount not to exceed \$50,000.00 ("**Proposal**"); and

WHEREAS, CBBEL currently serves as Village Engineer, has unique knowledge of the design and condition of the Village's roadway system generally, and, having completed both the concept plan and the design plan for the Proposed Parking Lot, has unique knowledge of the former Union Pacific railroad right-of-way and of the Proposed Parking Lot; and

WHEREAS, the Village President and Board of Trustees have determined that CBBEL is uniquely qualified to complete the Services in an efficient, timely, and cost-effective manner, and that is appropriate and in the best interests of the Village for CBBEL to complete the Services; and

WHEREAS, the Village desires to enter into an agreement with CBBEL for the completion of the Services, in accordance with the Proposal ("**Agreement**"); and

WHEREAS, in order to enter into the Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement and the completion of the Services by CBBEL, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"); and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to enter into the Agreement for the completion of the Services;

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. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Services and the Agreement are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and CBBEL is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by CBBEL; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. 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 are to 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 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2017.

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

ATTESTED and FILED in my office this
_____ day of _____, 2017

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

EXHIBIT A
AGREEMENT



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 16, 2017

Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Attention: Mr. Andrew Letson
Public Works Director

Subject: Proposal for Professional Engineering Services
UP Parking Lot Construction Observation – Alternate Scope
Village of Lincolnwood

Dear Mr. Letson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for Construction Observation services for the UP Parking Lot Project.

It is our understanding that the Village is considering eliminating the proposed water main portion of the project. If the water main portion is eliminated, then our original construction observation proposal dated 3/10/2017 shall be rescinded and this Alternate scope proposal shall be submitted. Please note that this proposal is for the alternate or reduced construction scope. Below are our Understanding of Assignment and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL will perform construction observation and documentation in accordance with the Illinois Department of Transportation (IDOT) guidelines for the project. CBBEL will provide one part-time Resident Engineer for the duration of the project. We understand that the Village will be using local money to fund this project.

ESTIMATE OF FEE

TASK	FEE
Task 1 – Pre-Construction Services	\$ 2,300
Task 2 – Construction Observation	\$ 43,600
Task 3 – Documentation and Project Close-Out	\$ 3,900
Direct Cost	\$ 200
TOTAL	\$ 50,000

The manhour and fee breakdown is contained in Exhibit A.

We will bill you at the hourly rates specified in our previously accepted Master Agreement. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF LINCOLNWOOD

BY: _____

TITLE: _____

DATE: _____

**UP Parking Lot Construction Observation
LINCOLNWOOD, IL
WORK EFFORT AND FEE STRUCTURE
EXHIBIT A**

Classification	CIVIL ENG IV	CIVIL ENG I/II	MECH ENG V	LAND ARCH	Total	Total
Rate	\$ 121	\$ 91	\$ 150	\$ 121	Hours	Cost
Task 1 - Pre Construction Services	8	8	4	0	20	\$ 2,300
Task 2 - Construction Observation	18	296	80	20	414	\$ 43,600
Task 3 - Documentation and Project Close-Out	8	20	4	4	36	\$ 3,900
Subtotal	34	324	88	24	470	
% of Hours	7.2%	68.9%	18.7%	5.1%		
Total Cost	\$ 4,114	\$ 29,484	\$ 13,200	\$ 2,904	Total Payroll Cost =	\$ 49,800
					Direct Costs =	\$ 200
					TOTAL COST =	\$ 50,000