

**LINCOLNWOOD PARKS & RECREATION BOARD MEETING**  
**Tuesday, November 13, 2012, 7:30 pm**  
**Lincolnwood Village Hall – Council Chambers**

**AGENDA**

- I. Call to Order
- II. Approval of Minutes of October 9, 2012 meeting
- III. Audience Participation
- IV. Letters/Notes from the Public
- V. Old Business
  - A. 2012 Aquatics Report
  - B. 2013 Park Board Meeting Dates
  - C. O'Brien Park Handicapped Accessible Street Entrance
- VI. New Business
  - A. Phase II Bike Path Documents
  - B. IAPD Credentials Certificate
- VII. Chairperson's Report
- VIII. Commissioners' Reports
- IX. Director's Report
  - C. Illinois Parks and Recreation Conference, January 24-26, 2013
- X. Recreation Staff Reports
  - D. Supt. of Recreation – Jan Springer
  - E. Supt. of Parks & Facilities – Andy Thurman
  - F. Community Center Program Supervisor – Katie Smith
  - G. Community Outreach Coordinator – Genelle Iocca
  - H. Youth Programs Coordinator – Melanie Unterfranz
- XI. Adjournment

Posted: November 9, 2012



## **Lincolnwood Park and Recreation Board Meeting**

Lincolnwood Village Hall – Council Chambers

October 9, 2012

*Draft Minutes*

### **CALL TO ORDER**

The meeting was called to order at 7:31 P.M.

### **PRESENT AT MEETING**

Park Board Members: Gail Ito, Judy Snyder, Laura Tomacic, Art Lovering

Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith, Melanie Unterfranz

Village Board Liaison: John Swanson

Village Officials: Mayor Turry, Beryl Herman, Paul Eisterhold

Audience: Paul Eisterhold, Plan Commission

### **APPROVAL OF MINUTES**

On motion Ito/Tomacic to approve the regular meeting minutes of the September 11, 2012 meeting. 4-0, motion passed.

### **AUDIENCE PARTICIPATION**

**Eisterhold** addressed the Park Board representing the Plan Commission. Mr. Eisterhold wanted to clear up any misunderstandings and answer any questions the Park Board has related to the procedures followed by the Plan Commission. The Plan Commission has tried to make meetings accessible to everyone. In the past, announcements have been posted in the newspaper and sent letters to addresses within a certain number of feet of subject property. Additionally, signs are posted on the subject property and agendas are posted on the Village website. The Plan Commission was aware of the proposed bike route on the railroad right of way and the proximity to the proposed relocation of Shore Galleries.

**Snyder** – Would like Hincapie to educate Mr. Eisterhold on the long history related to the bike path project.

**Hincapie** – The plan was included in the 2005-2006 Master Plan, which is on the website.

**Eisterhold** – The bike path is not considered a park.

### **LETTERS TO THE DEPARTMENT**

None

### **OLD BUSINESS**

#### **A. 2012 Summer Day Camp Report**

**Springer, Smith and Unterfranz** presented overview of the 2012 Summer Day Camp program. Staff recommended no fee increase for the 2013 day camp season.

**Hincapie** – District 219 is proposing a change to their school year schedule that will impact staffing for both camps and the pool. The proposed change is outlined on the District 291 website. Please read it and provide feedback.

On motion, Ito/Tomacic recommends to accept the 2013 Summer Day Camp final report with staff recommendations to extend the Alltown Bus Service, Inc. contract for one year and impose no fee increase for day camp fees for the 2013 program. 4-0, motion passed.

#### **B. Shore Galleries**

**Snyder** – Chairperson Gratch stated at the September meeting that Park Board members were encouraged to clear the air if they felt there were inaccurate statements made regarding the Park Board. Snyder gave a written statement to Village Manager Wiberg stating the Park Board did not invite Shore Galleries to attend a meeting because it wasn't a park matter. Snyder was told Mr. Wiberg would read the statement at the Village Board meeting. The statement was read at the end of the meeting after the vote was cast regarding Shore Galleries.

Mayor Turry rose to speak. Commissioner Snyder stated, "call to order" which stopped the discussion.

#### **C. Grant for Skate Park at Springfield Park**

**Snyder** looked back in her notes from the Skate Park Task Force (April 2009) and found Springfield Park was noted as a good location for a skate park. What is the status of funding this project through a grant?

**Hincapie** – 2010-11 the Village was awarded a grant for \$50,000 for park improvements. The Department of Community and Economic Development was the originator of the grant, but we have had no luck getting the money. The current park improvement project is budgeted for \$120,000. The project may be done for less than \$120,000 with alternates bid for above ground features. Skokie is doing a large dog park; we don't want to duplicate anything they are doing. If we find money, we will present to the Park Board for consensus of the group.

**Lovering** – There is a meeting next Tuesday in Skokie. If there is no skate park, then the whole Village becomes a skate park.

## **NEW BUSINESS**

### **A. ADA Project Update**

**Hincapie** – the Americans with Disabilities Act is 20 years old. A requirement of the ADA is entry to all facilities or a transition plan for ADA accessible entry into all facilities. Recent requirements include the two pool lifts and an accessible path at Lincolnwood Centennial Park.

#### **1. O'Brien Park Ramp Access**

**Snyder** – Handicap accessible entrances at other parks were put in at existing entrances to the park. The entrance at O'Brien Park cuts into the play area. This park was specifically designed at the request of a tot camp that was held there. The supervisor felt the area needed to be blocked off because of the busy stop sign at the corner. I've already watched a child run into the street after exiting the park at this new entrance. It is not safe. We have no money for some things but we had money to do this, which also cuts into the amount of street parking. The curb in front of the fire hydrant is not painted yellow. I make a motion for the fence to be replaced immediately. It's not safe. Leave the curb cut there or move it. They have destroyed the fence and the berm.

**Lovering** – We have this situation at Proesel Park – it empties onto Pratt from the playground. This seems to be more of a management issue than something for an advisory board. The split rail fence is not really for safety/security purposes. It was never considered a safety fence.

**Ito** – What did the ADA advise?

**Hincapie** – I had M-NASR come out and look at it. They brought a wheelchair and felt the location was appropriate. It is typical of other parks. It's not safe to exit a car at an intersection. They looked at other exit points in the fence, but the existing points either had trees or a manhole as barriers. I consulted with Police Chief LaMantia and he did not feel concerned from a safety standpoint. I contacted Village Engineer Steve Beresz to see if a traffic study was necessary. This concern was taken very seriously. I understand, respect and appreciate allowing someone to safely exit a car and enter into a park.

**Lovering** – You wouldn't want access on Chase; no stop sign and traffic moves too fast.

**Hincapie** – Went to other parks to see where access is needed. We have done four parks allowing accessibility to everyone.

**Snyder** – I appreciate the information but want to see the fence replaced. It is very unsafe. I recommend reinstalling the split rail fence to its previous condition at O'Brien Park.

**Ito** – Can you put a gate there?

**Hincapie** – That would be an additional expense. I'm not sure what would be considered an accessible access point with a gate, but I will look into it.

**Lovering** – Let's table this discussion until the November meeting. Between now and then, I encourage board members to visit the site.

**Hincapie** – I will look into ADA accessible gates and report back in November.

**CHAIRPERSON'S REPORT** - None

**COMMISSIONERS' REPORTS** - None

## **DIRECTOR'S REPORT**

Received information on "diastat acudial" gel. This is a rectally administered medication for seizures. An SRA is being sued for not administering the medication. Will keep you updated on the situation and impending changes as related to M-NASR support.

Going out to RFP for tennis providers. Staff is meeting with District 219 on 10/10 to discuss what tennis coaches are looking for in upcoming players.

**Lovering** – Are you looking to District 219 for a tennis provider list?

**Hincapie** – No, we met with Skokie and want to meet with Morton Grove to make sure we are all on the same page as feeder schools into District 219.

**Snyder** – District 219's philosophy seems to focus on competition while ours is more inclusive. How do you address this?

**Hincapie** – It is our responsibility to do both by offering a comprehensive program in line with their coaching philosophy for tennis instruction and day camp lessons. **Tomacic** – Do we do this for other providers like Zumba and yoga?

**Hincapie** – Some areas of passing trends. We are doing our due diligence. This is standard for other departmental services within the Village. We are testing the market place.

**Tomacic** – Continuity is important for children in the program. What is the timeframe of this?

**Hincapie** – It depends on the timing, perhaps summer.

**Hincapie** – There was a deceased person in Lincolnwood Centennial Park. The case has been closed by the Illinois State Police, and it appears it was a missing person/suicide.

#### **STAFF REPORTS**

**A. SUPERINTENDENT OF RECREATION – JAN SPRINGER**

As noted in report.

**B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN**

Centennial Park grand opening will be held on Tuesday, October 16 beginning at 5:30pm. All are invited to attend the short ribbon cutting ceremony. Chris Quill started as our new Clerk/Receptionist. Stop in and say hello.

**C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH**

As noted in report.

**D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA**

No report submitted.

**E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ**

As noted in report.

#### **ADJOURNMENT**

On motion, Snyder/Ito to adjourn the meeting at 9:06 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation

Parks and Recreation Board President:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **Proesel Park Family Aquatic Center Annual Report 2012**

## **POOL OPERATIONS**

The Proesel Park Aquatic Center had another fantastic year. The pool staffed 13 front desk attendants, three Aqua Instructors, 54 lifeguards, 15 maintenance staff, four Head Lifeguards, five Assistant Managers and one Head Manager.

The terrific weather this summer helped a tremendous amount of pool users. We did not shut down one day in June and only had six total days that the pool closed and did not re-open. The daily drop-in numbers were very high in June, due to the weather. We did not close due to high numbers; however we were close on hot weekend days and on the 4<sup>th</sup> of July.

Our management staff did a great job this year led by first year manager, Tess Snyder. Tess has been a pool employee for seven years, working as an Assistant Manager prior to being promoted to manager. The management team consisted of the manager and five assistant managers. The management team instituted guard games as a fun and rewarding way to promote a health competition amongst the guards. Guard games split the guards up onto multiple teams where skills were tested and points were earned. The assistant managers taught in-services on a weekly basis and concentrated on skill observed throughout the previous week.

Tess did a great job disseminating information and keeping records for in-service training, maintenance issues, swim lessons, private lessons, and certifications. Her detailed report is attached. Tess did an amazing job working with her peers this year and transitioning from an Assistant Manager to a Head Manager.

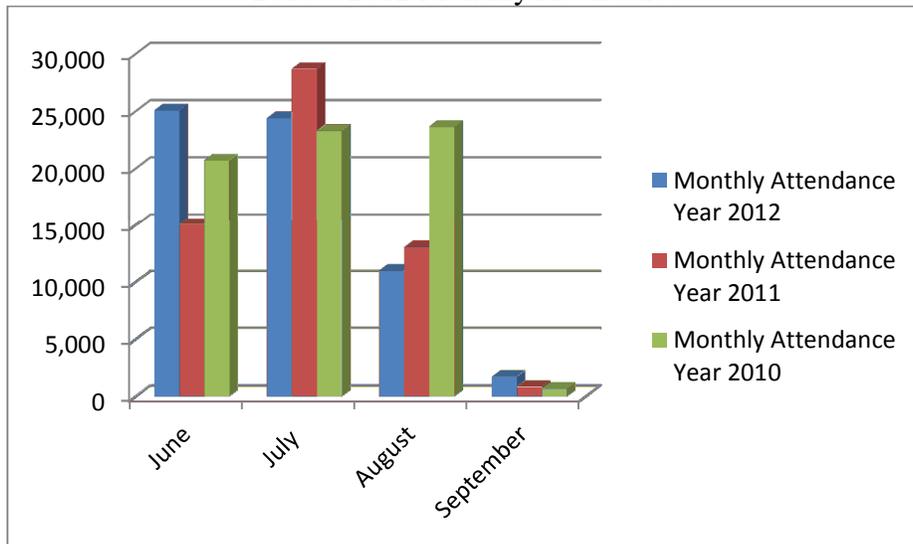
Management continued to hold successful emergency red-shirt drills throughout the summer during open hours. This is a great opportunity for the patrons and members to see the guards in action performing rescues.

Guards used a flag system this year to make patrons aware of facility potential closings due to weather (orange) or the facility closed (red). We put one flag on the flag pole outside of the pool to make it visible to patrons driving by. We continued to use the Thorguard lightning detection system. The thorguard senses lightning in the area and a horn sounds once if the lightning is within 5 miles of the facility and three times when all is clear. Patrons are alerted to vacate the facility when the horn sounds.

All staff evaluations were held mid-way through the summer. This was a great opportunity for the Assistant Managers to evaluate the staff with which they were working. All of the lifeguard evaluations were developed and reviewed by the Manager and carried out by Assistant Managers.

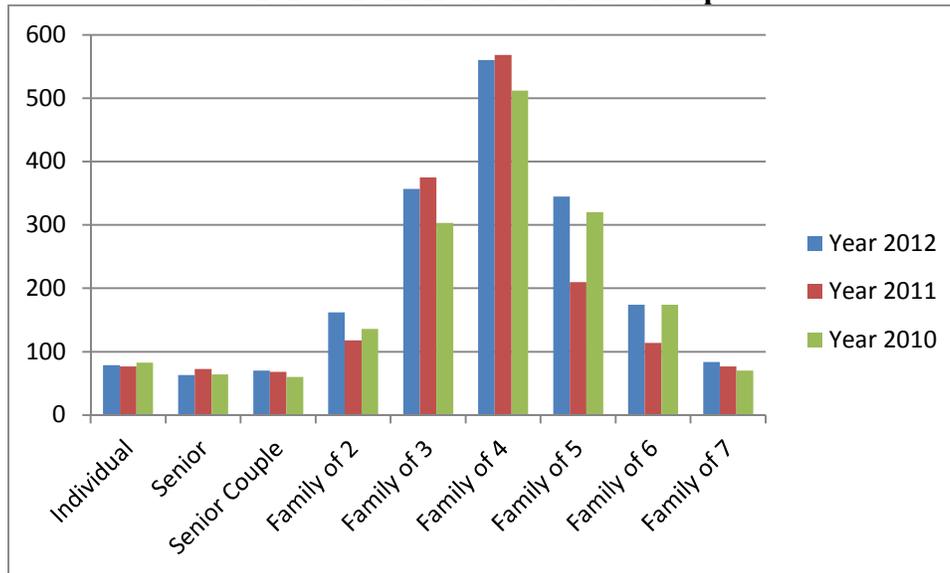
<b>Proesel Park Family Aquatic Center</b>			
<b>Monthly Attendance</b>			
	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>June</b>	25,085	15,076	20,710
<b>July</b>	24,392	28,718	23,297
<b>August</b>	11,016	13,067	23,660
<b>September</b>	1,739	866	709
<b>TOTAL:</b>	<b>62,232</b>	<b>57,727</b>	<b>68,376</b>

2010 – 2012 Monthly Attendance



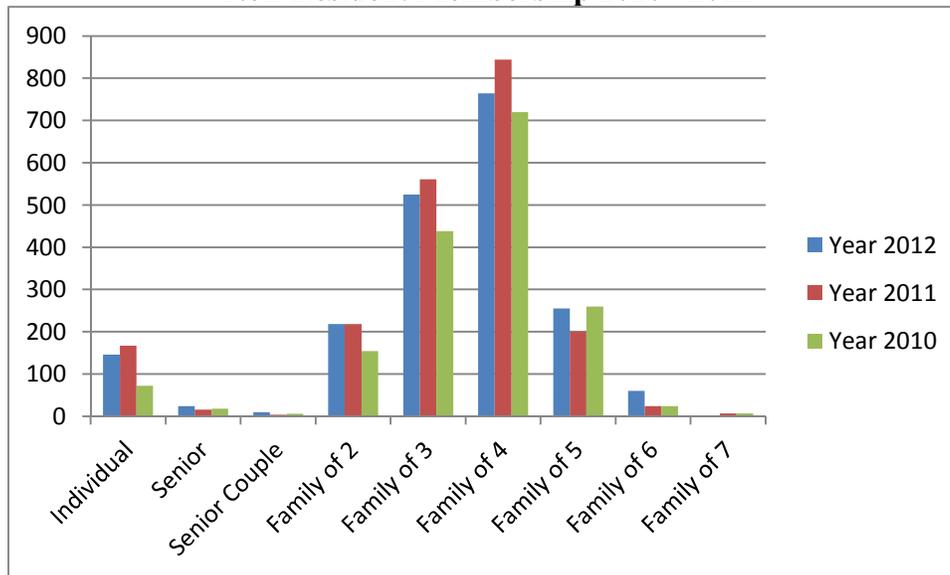
<b>Resident Memberships 2010 - 2012</b>						
<b>Membership Type</b>	<b>Packages Sold</b>	<b>Individuals 2012</b>	<b>Packages Sold</b>	<b>Individuals 2011</b>	<b>Packages Sold</b>	<b>Individuals 2010</b>
Individual	79	79	77	77	83	83
Senior	63	63	73	73	64	64
Senior Couple	35	70	34	68	30	60
Family of 2	81	162	59	118	68	136
Family of 3	119	357	125	375	101	303
Family of 4	140	560	142	568	128	512
Family of 5	69	345	70	210	64	320
Family of 6	29	174	19	114	29	174
Family of 7	12	84	11	77	10	70
<b>Total Passes</b>	<b>627</b>	<b>1894</b>	<b>610</b>	<b>1680</b>	<b>577</b>	<b>1722</b>

**2010 – 2012 Resident Membership**



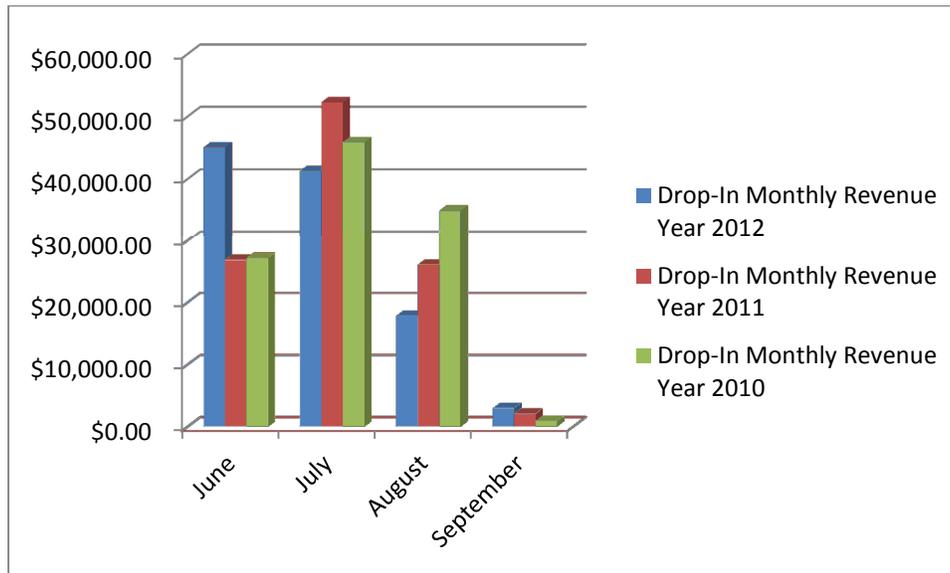
Non-Resident Memberships 2010 - 2012						
Membership Type	Packages Sold	Individuals 2012	Packages Sold	Individuals 2011	Packages Sold	Individuals 2010
Individual	146	146	167	167	72	72
Senior	24	24	16	16	18	18
Senior Couple	5	10	2	4	3	6
Family of 2	109	218	109	218	77	154
Family of 3	175	525	187	561	146	438
Family of 4	191	764	211	844	180	720
Family of 5	51	255	40	200	52	260
Family of 6	10	60	4	24	4	24
Family of 7	0	0	1	7	1	7
<b>Total Passes</b>	<b>743</b>	<b>2002</b>	<b>737</b>	<b>2041</b>	<b>553</b>	<b>1699</b>

Non-Resident Membership 2010 - 2012



## DAILY ADMISSION MONTHLY REVENUE

Drop-In Monthly Revenue			
	2012	2011	2010
June	\$ 45,045.00	\$ 26,843.00	\$ 27,136.00
July	\$ 41,269.00	\$ 52,310.00	\$ 45,861.00
August	\$ 17,867.00	\$ 26,077.00	\$ 34,913.00
September	\$ 2,991.00	\$ 2,088.00	\$ 950.00
<b>Total Revenue</b>	<b>\$ 107,172.00</b>	<b>\$ 107,318.00</b>	<b>\$ 108,860.00</b>

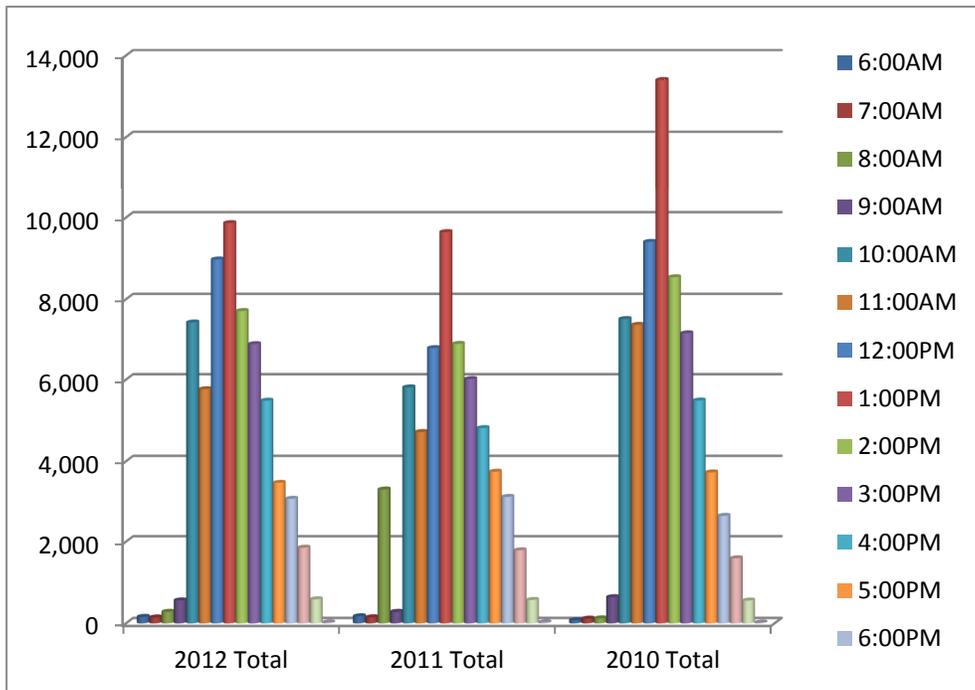


## Punch Passes Sold

Non-Resident 20 Punch Pass			Resident 10 Punch Pass		
2012	2011	2010	2012	2011	2010
29	15	9	46	38	34

### Pool Entry Times

Time	2012 Entry Times		2011 Entry Times		2010 Entry Times	
	%	Total	%	Total	%	Total
6:00AM	0.26%	159	0.30%	174	0.11%	78
7:00AM	0.23%	145	0.26%	149	0.17%	116
8:00AM	0.45%	282	5.68%	3277	0.18%	122
9:00AM	0.90%	563	4.89%	282	0.94%	641
10:00AM	11.94%	7431	10.10%	5809	10.99%	7515
11:00AM	9.26%	5765	8.17%	4717	10.78%	7372
12:00PM	14.42%	8974	11.73%	6771	13.75%	9404
1:00PM	15.85%	9864	16.71%	9644	19.60%	13401
2:00PM	12.39%	7711	11.91%	6874	12.49%	8539
3:00PM	11.04%	6868	10.42%	6015	10.48%	7166
4:00PM	8.81%	5484	8.34%	4813	8.03%	5488
5:00PM	5.58%	3472	6.49%	3745	5.45%	3728
6:00PM	4.90%	3049	5.36%	3096	3.85%	2632
7:00PM	2.98%	1852	3.10%	1788	2.33%	1593
8:00PM	0.95%	589	1.00%	573	0.82%	558
9:00PM	0.04%	24	0.05%	27	0.03%	20
Totals	1	62,232	1	57,754	1	68,373



## SWIM TEAM

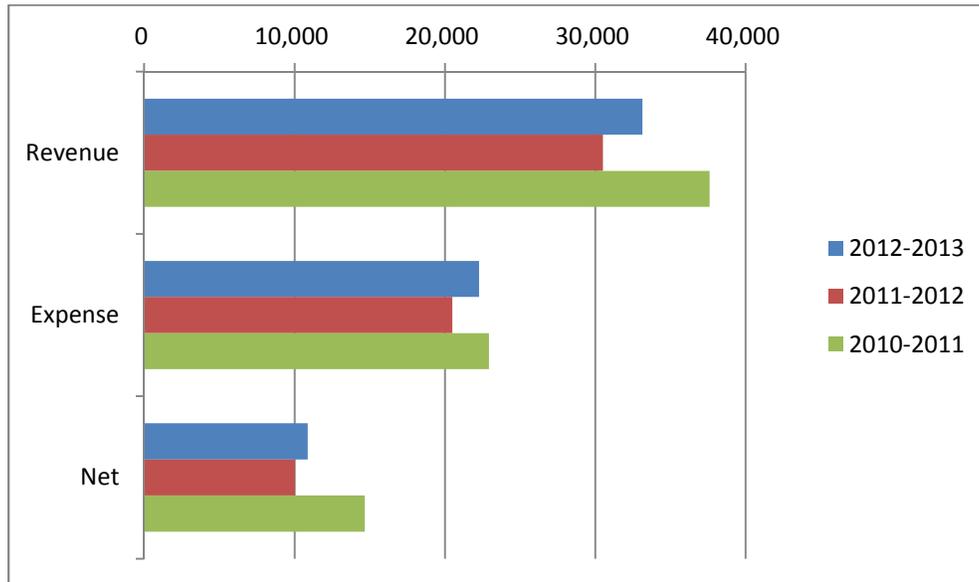
The Lincolnwood Lightning Swim Team held three home meets this summer and traveled to Buffalo Grove for the Championship meet on July 25. The Lightning captured their eighth consecutive “A” division title this year. The Lightning Coach, Jim Schick, celebrated his twelfth year with the program in 2012.

The Lightning began stroke clinic for new swimmers during the last week of May. They had 171 swimmers and 53 in stroke clinic this year, compared to 175 swimmers and 51 in stroke clinic last year. Lightning team practice started on June 4 with both morning and evening practices. Morning practice starts at 6:30am and runs until 8:30am and evening practice is from 5pm – 6:30pm and

This year the swim team had 171 swimmers and 51 signed up for the preseason stroke clinic compared to 175 on the team and 53 in the stroke clinic last year.

The swim team had registration fees come in at \$33,133 and expenses at \$22,265.

Swim Team			
Year	Revenue	Expense	Net
2012-2013	\$33,133.00	\$22,265.00	<b>\$10,868.00</b>
2011-2012	\$30,514.00	\$20,481.88	<b>\$10,032.12</b>
2010-2011	\$37,606.00	\$22,934.28	<b>\$14,671.72</b>



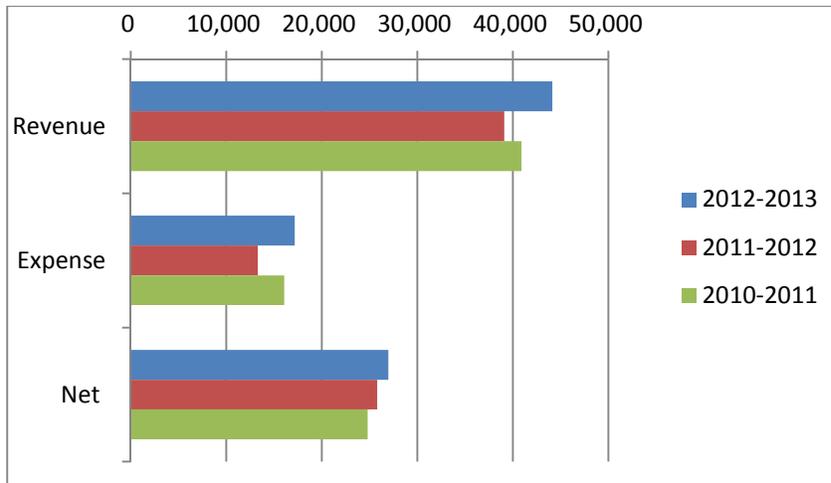
## SWIM LESSON

The Lincolnwood Parks and Recreation Department Swim Lessons were another huge success this summer. Staff was able to accommodate more participants in private swim lessons due to the amount of instructors who could teach during these times.

Our swim lesson coordinator really worked well with staff and patrons. She spent many extra hours planning and time could be spent before the season starts to coordinate lessons, change lesson times, and train instructors. The swim lesson coordinator should start in March or April and really make the best use of swim lesson space. We should never have a waitlist for group lessons. This year the swim coordinator also had numerous ideas for new lessons that would help get more kids into lessons and not turn people away.

This year we had more instructors who could teach private swim lessons and we took advantage of this. We had 99 participants in private lessons, up by 26 from 2011

Swim Lessons			
Year	Revenue	Expense	Net
2012-2013	\$44,120.00	\$17,170.00	<b>\$26,950.00</b>
2011-2012	\$39,086.80	\$13,302.03	<b>\$25,784.77</b>
2010-2011	\$40,894.05	\$16,078.44	<b>\$24,815.61</b>



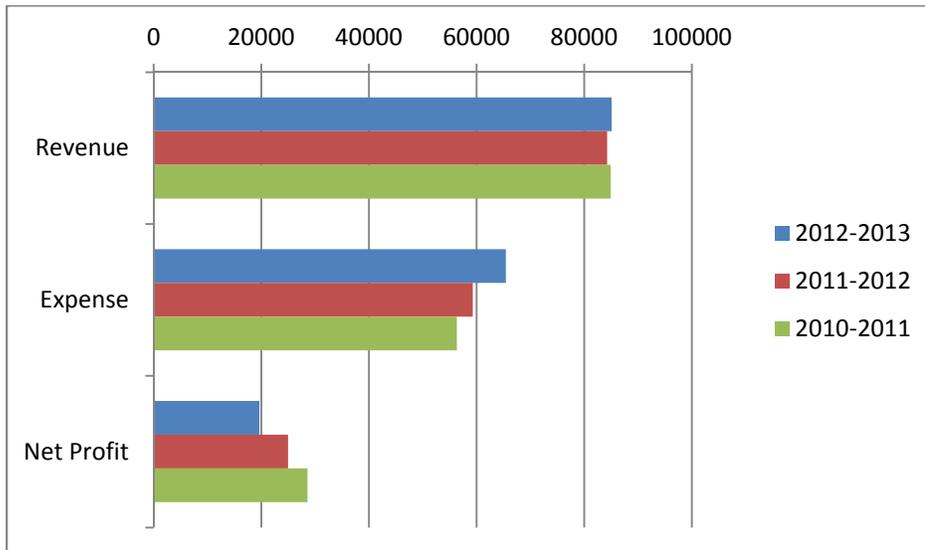
## CONCESSION STAND

The Concession Stand had another fantastic summer. Carol Morazoni was the manager again this year and kept very high standards. Carol had 14 regular staff and two assistant managers. Carol continued to have over a 95 on her Health Inspections this summer.

Prices weren't increased this year for concession stand items, but due to the high attendance our revenue was \$85,110.35. The concession stand expenses were \$65,475 spent on food and beverages, part-time salaries, repairs and some capital expenses in 2012. The net profit of \$19,635.35

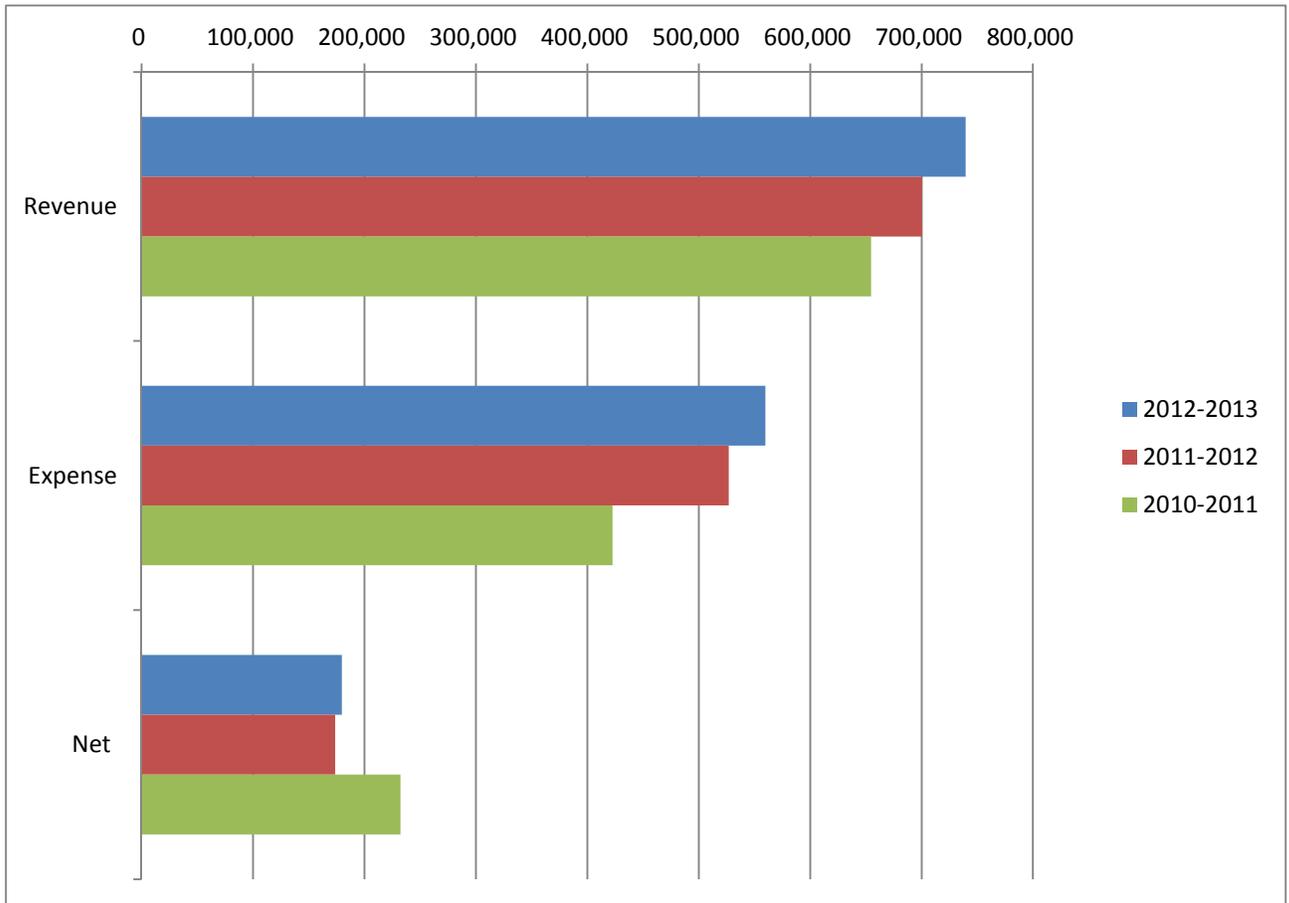
The concession stand had numerous repairs this year. We had to purchase a new stand up freezer, a new deep freezer, the air conditioner needed service during the hottest days and due to the high attendance of the pool we had more staff hours than usual.

CONCESSION STAND			
Year	Revenue	Expense	Net
2012-2013	85,110.35	65,475.00	<b>19,635.35</b>
2011-2012	84,279.56	59,320.98	<b>24,958.58</b>
2010-2011	84,932.68	56,334.54	<b>28,594.14</b>



Pool Pod Rentals		
RENTAL YEAR	2012	2011
Facility Rentals	3	2
Pod Party Rentals	29	30
Small Room Rentals	9	2

OVERALL POOL FINANCIAL REPORT			
Year	Revenue	Expense	Net
2012-2013	\$739,503.35	\$559,818.00	<b>\$179,685.35</b>
2011-2012	\$700,478.14	\$526,895.12	<b>\$173,583.02</b>
2010-2011	\$654,760.73	\$422,629.45	<b>\$232,131.28</b>



## **2012 Proposed Goals Status**

1. Increase pool pass memberships by 2%
  - a. Residents passes increased almost 1%
  - b. Non-residents were increased to 2,000 passes from 1800
2. Increase the number of Non-Resident pool passes to 2,000
  - a. We did increase the number of passes and did not release the business passes to non-residents.
3. Maintain 250 business passes
  - a. We sold 8 business passes for a total of \$1,871
4. Implement a new protocol allowing staff to look up pass holders that forget their passes twice before requiring the patron to purchase a new pass
  - a. We implemented a system in RecTrac while showing ID to mark the date and the staff member who wrote it in. We also maintained a log book for this info and had the member initial. System needs some fine tuning.
5. Become ADA compliant by providing two additional access points to the main and activity pool
  - a. The lifts have been purchased and will be installed before the next season. Changes happened with the Department of Justice and lifts were not required until January of 2013.
6. Maintain a safe aquatic environment
  - a. Staff continued with weekly in-service training, red-shirt drills while the facility was open and training while the facility was closed for weather. We only had a couple incidents that required attention from medical staff throughout the summer. These incidents were unavoidable issues.
7. Pass all Cook County Health Department Reviews
  - a. We had the Health Department out this summer and passed our review. They provided a list of items that required attention and follow-up. We proceeded to put a gate up at the filter room, adjust flow drains in the kiddie pool and change our chemical log sheets to comply with the requests.
8. Have all aqua instructors become certified in CPR
  - a. We worked closely with our aqua instructors to have staff onsite that were CPR certified. This will be a goal for next year before the start of the season.

9. Research and implement a new re-entry protocol
  - a. In the past staff would stamp someone's hand if they wanted to return to the facility. Stamps were not working very well, we instituted different color wristbands and then staff would write their initials and the date on the wristband. This worked out very well and stopped children from duplicating stamped hands.

## Facility Improvements, 2013 Goals and Discussion Points

### **Facility Purchases and Improvements during the 2012 Season:**

- New concrete pad was poured next to the concession where mud would pool after watering the plants.
- New depth markers were purchased for the main and activity pools.
- A new gate was installed to limit access to the filter room.
- New computer at the front desk and new computer at the concession stand
- New variable flow device installed in the filter room (opening morning)
- Concession stand purchased a new freezer
- Several new pieces of aqua aerobic equipment were purchased.

### **2013 Goals**

- Develop a timeline for the tasks to completed by the Pool Manager
- Increase participation in the swim lesson programs by 2%.
- Replace the kiddie slide by opening day, 2013
- Research the possibility of changing lifeguard providers, providing a report by December 1, 2012
- Create a maintenance plan complete with staff needs and associated tasks.
- Research firms and develop RFP document for the development of a Pool Master Plan
- Increase resident pool memberships 2%

### **Questions and Discussion Points**

- Should patrons be able to bring outside food into the facility?
- Should staff attempt to open the facility on weekends in September?

### **Recommendations for 2013**

- Increase non-resident pool fees by 3%.
- Cap the number of non-resident pool passes at 2,000,
- Decrease the number of business passes to 100 from 250.

**Village of Lincolnwood  
Parks and Recreation Board  
2012 Meeting Schedule**

Meetings are always held on the second Tuesday of each month at 7:30 pm in the Council Chambers.

January 8

February 12

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 8

November 12

December 10



## MEMORANDUM

**TO:** Parks and Recreation Board

**FROM:** Jan Hincapie, Director of Parks and Recreation

**DATE:** November 10, 2012

**RE:** Handicapped Accessible Street Access – O’Brien Park

In recent months Andy has worked with the Public Works staff, as part of their sidewalk replacement program, to install street access ramps and sidewalks in parks for use by disabled individuals. The goal is to provide handicapped access from the street via a ramp and sidewalk mid-block, so disabled individuals can exit their car away from an intersection and make their way into the park.

Prior to and at the last Park and Recreation Board meeting Commissioner Snyder expressed great concern over the location of the recently installed handicapped accessible ramp and sidewalk at O’Brien Park, which is directly across from her home. In response to that concern, Andy and I presented an update of similar park improvements done at O’Brien, Kenneth, Kildare and Rossi Parks and provided information as to why the ramp and sidewalk at O’Brien were installed at this location.

Upon hearing Commissioner Snyder’s concern prior to the meeting, staff had members of the Maine-Niles Association of Special Recreation (MNASR) view the street access point at O’Brien. They followed up with a letter that is attached. Staff also asked the Chief of Police to assess the location of the walk relative to safety. He didn’t see an additional safety concern with this access point.

Acting Chairperson Lovering asked that the commissioners go to O’Brien Park to view the street access point and return to the November meeting to discuss. Commissioner Snyder submitted the photos that follow the MNASR letter.

If anyone would like to visit the park with staff before the meeting on Tuesday, please let me know.



**Maine-Niles Association of Special Recreation**

*Join us as we transform life's  
challenges into opportunities.*

6820 W. Dempster Street, Morton Grove, IL 60053 • Phone: 847-966-5522 Fax: 847-966-8340 TTY: 847-966-8897

October 3, 2012

Ms. Jan Hincapie, Director  
Lincolnwood Parks and Recreation Department  
Lincolnwood, IL 60712

Dear Ms. Hincapie,

Thank you for inviting us to view the newly-installed handicapped accessible ramp at O'Brien Park. Upon observation we found the following:

1. The location of the ramp was appropriate. It will allow handicapped access from the street directly into the playground.
2. As discussed during the ADA inventory process, ramps should be positioned mid-block to allow a handicapped individual with a wheelchair to exit their car in their chair away from the congestion of the intersection.
3. The ramp into the playground should be directed toward an open area of the structure. In other words, keep it away from where kids are coming down a slide or ladder.
4. When this structure is replaced in future years, we recommend moving it approximately 2-4 feet away from the ramp to allow more room for the chair exiting the ramp.
5. We also recommend adding woodchips to the site as soon as you are able to elevate the playing surface.

Regarding your recollection of our discussions during the ADA inventory process, you are correct. We said that ideally, all parks should have street access with an ADA ramp. While ramps at the corner provide access, it is not a safe access to the park for a person in a wheelchair who is exiting their vehicle.

During the ADA inventory process your staff learned to inventory parks under our tutelage. While street access wasn't mentioned for every park and the location wasn't recommended in the study, it was our hope that this access could be provided as funds became available. It is great news that you were able to work with Public Works and do this as part of their sidewalk replacement program. Please let me know if you have further questions or concerns as you continue to take action to make your parks more accessible to people with disabilities.

Sincerely,

Suzanne M. Bear  
Executive Director

*An Extension of:*

Des Plaines Park District • Golf-Maine Park District • Morton Grove Park District • Niles Park District • Park Ridge Recreation & Park District • Skokie Park District • Village of Lincolnwood



NO DOGS  
Allowed in Park  
except on leash

11/11/11





NO BASKETBALL  
PLAYING  
HERE

No Parking  
Sign



PARK  
CLOSED  
AT  
9:00pm

 RICHARD R. ROSSI  
PARK  
Village of Lincolnwood



Local Agency Village of Lincolnwood	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Gewalt Hamilton Associates, Inc.
County Cook				Address 850 Forest Edge Drive
Section 09-00052-00-BT				City Vernon Hills
Project No. CMM-9003(542)				State Illinois
Job No. D-91-287-10				Zip Code 60061
Contact Name/Phone/E-mail Address Jan Hincapie jphincapie@lwd.org 847-745-4724				Contact Name/Phone/E-mail Address Steven D. Berez, PE sberez@gha-engineers.com 847-478-9700

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Commonwealt Edison ROW Multi Use Trail Route n/a Length 1.3 mile Structure No. n/a

Termini Devon Avenue (southern limit) to Jarvis Avenue (northern limit)

Description A 12' wide, at-grade, HMA multi-use trail to be installed within a Commonwealth Edison corridor.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**II. THE LA AGREES,**

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                  IHDC = In House Direct Costs  
                  OH = Consultant Firm's Actual Overhead Factor  
                  R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

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

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$69,977.91

Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		0
Prime Consultant Total:		\$69,977.91
Total for all Work:		\$69,977.91

Executed by the LA:

Village of Lincolnwood

(Municipality/Township/County)

ATTEST:

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

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

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

Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

Gewalt Hamilton Associates, Inc.

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

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

Title: Notary Public

Title: President







Appendix I

Phase II Engineering Services  
09-00052-00-BT  
CMM-9003(542)  
D-91-287-10  
STA Funding  
Village of Lincolnwood  
Manhour Calculations & Cost Estimate of Consultants Services  
Commonwealth Edison Multi-Use Trail  
Devon Avenue to Jarvis Avenue

Direct Cost Estimate:

Mileage – 400 miles \$0.50/mile (maximum of \$45/per day) Average of 50 miles per trip – estimate of 8 trips	\$200.00
Printing – Preliminary Plan 60% complete Assume 25 sheets x 10 sets x 6sf x \$0.25/sf	\$375.00
Pre-Final Plans 95% complete Assume 25 sheets x 10 sets x 6sf x \$0.25/sf	\$375.00
Final PS&E Documents Assume 25 sheets x 10 sets x 6sf x \$0.25/sf Assume 25 sheets x 15 sets x 2sf x \$0.25/sf	\$375.00 \$190.00
Overnight Shipping Expense: Estimated at 6 to 7 deliveries	<u>\$150.00</u>
Anticipated Direct Cost Estimate	\$1,665.00

**Appendix II**

**Phase II Engineering Services  
09-00052-00-BT  
CMM-9003(542)  
D-91-287-10  
Village of Lincolnwood  
Commonwealth Edison Multi-Use Trail  
Devon Avenue to Jarvis Avenue**

**Consultant Employee Rate Listing**

**CONSULTANT:**           **Gewalt Hamilton Associates, Inc.**

**PROJECT:**               **Commonwealth Edison Multi-Use Trail**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	50.00	60.00	
Senior Engineer	42.50	54.75	
Professional Engineer	27.50	45.00	
Registered Land Surveyor	23.50	46.25	
Staff Engineer	20.63	37.63	
GIS Professional	25.00	25.00	
Sr. Engr. Technician	22.50	37.00	
Engr. Technician II	15.00	23.50	
Engr. Technician I	9.00	15.00	
Secretary	8.00	23.00	

Note: Maximum rate shall not exceed \$70.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

\_\_\_\_\_  
Bruce L. Shrake, P.E., President

Date: \_\_\_\_\_

Approved By IDOT:

\_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix II Notes**

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. Minimum rate is the lowest rate being paid to personnel for a particular classification.
3. Maximum rate is the top rate being paid to personnel for a particular classification.
4. Revisions to Appendix II shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the Engineer or his/her designee provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



**Illinois Department  
of Transportation**

**Local Agency Agreement  
for Federal Participation**

Local Agency Village of Lincolnwood	State Contract	Day Labor	Local Contract X	RR Force Account
Section 09-00052-00-BT	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D 91-287-10	CMM-9003(542)		

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

**Location**

Local Name Commonwealth Edison ROW Multi-Use Trail Route off system Length 1.3 miles  
 Termini Devon Avenue (southern limits) to Jarvis Avenue (northern limits)

Current Jurisdiction LA Existing Structure No n/a

**Project Description**

Phase 2 engineering design, PS&E's for a 12' wide, HMA multi-use trail within a Commonwealth Edison corridor.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	56,000	( * )		( )	14,000	( BAL )	70,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 56,000</b>		<b>\$</b>		<b>\$ 14,000</b>		<b>\$ 70,000</b>

\* Maximum FHWA (STA) participation 80% not to exceed \$56,000.

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

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

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

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

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

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

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Local Agency

Gerald C. Turry

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

Village President

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

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

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6005973 conducting business as a Governmental  
Entity.

DUNS Number 085870525

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

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

(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
William R. Frey, Interim Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

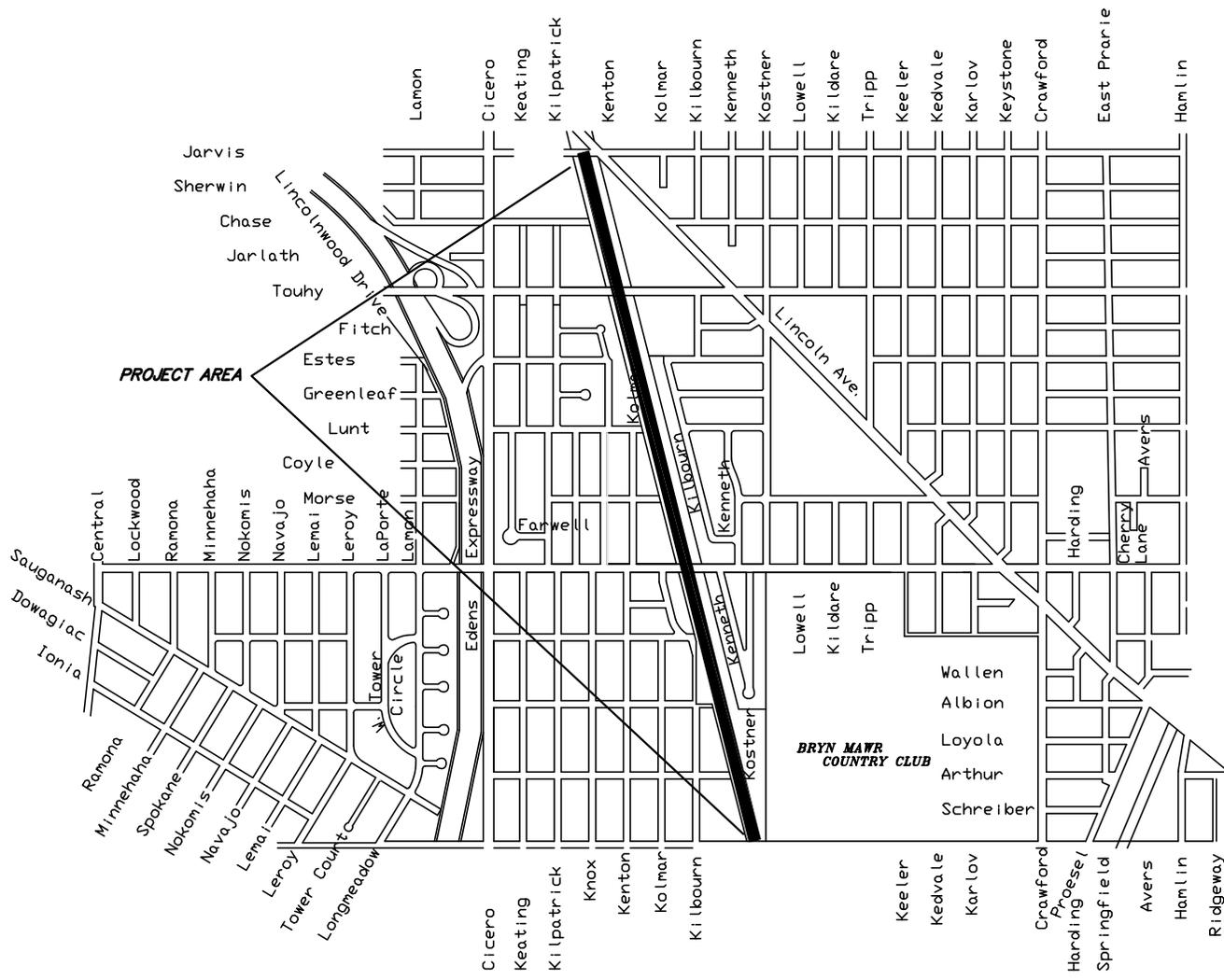
\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Director of Finance and Administration

\_\_\_\_\_  
Date

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



ADDENDUM #1: LOCATION MAP  
 COMMONWEALTH EDISON RIGHT-OF-WAY  
 SECTION NO. 09-00052-00-BT  
VILLAGE OF LINCOLNWOOD

Local Agency Village of Lincolnwood	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Gewalt Hamilton Associates, Inc.
County Cook				Address 850 Forest Edge Drive
Section 09-00051-00-BT				City Vernon Hills
Project No. CMM-9003(546)				State Illinois
Job No. D-91-286-10				Zip Code 60061
Contact Name/Phone/E-mail Address Jan Hincapie jphincapie@lwd.org 847-745-4724				Contact Name/Phone/E-mail Address Steven D. Berecz, PE sberecz@gha-engineers.com 847-478-9700

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Union Pacific Multi-Use Trail Route n/a Length 1.1 mi. Structure No. n/aa

Termini Devon Avenue (southern limit) to Touhy Avenue (northern limit)

Description A 12' wide, at-grade, HMA multi-use trail to be installed within a Union Pacific Railroad corridor.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**II. THE LA AGREES,**

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                  IHDC = In House Direct Costs  
                  OH = Consultant Firm's Actual Overhead Factor  
                  R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

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

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$64,942.83

Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		0
Prime Consultant Total:		\$64,942.83
Total for all Work:		\$64,942.83

Executed by the LA:

Village of Lincolnwood

(Municipality/Township/County)

ATTEST:

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

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

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

Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

Gewalt Hamilton Associates, Inc.

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

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

Title: Notary Public

Title: President





Appendix I

Phase II Engineering Services  
09-00052-00-BT  
CMM-9003(542)  
D-91-287-10  
STA Funding  
Village of Lincolnwood  
Manhour Calculations & Cost Estimate of Consultants Services  
Commonwealth Edison Multi-Use Trail  
Devon Avenue to Jarvis Avenue

Direct Cost Estimate:

Mileage – 400 miles \$0.50/mile (maximum of \$45/per day) Average of 50 miles per trip – estimate of 8 trips	\$200.00
Printing – Preliminary Plan 60% complete Assume 25 sheets x 10 sets x 6sf x \$0.25/sf	\$375.00
Pre-Final Plans 95% complete Assume 25 sheets x 10 sets x 6sf x \$0.25/sf	\$375.00
Final PS&E Documents Assume 25 sheets x 10 sets x 6sf x \$0.25/sf Assume 25 sheets x 15 sets x 2sf x \$0.25/sf	\$375.00 \$190.00
Overnight Shipping Expense: Estimated at 6 to 7 deliveries	<u>\$150.00</u>
Anticipated Direct Cost Estimate	\$1,665.00

**Appendix I**

**Phase II Engineering Services  
09-00051-00-BT  
CMM-9003(546)  
D-91-286-10  
Village of Lincolnwood  
Union Pacific Multi-Use Trail  
Devon Avenue to Touhy Avenue**

**Consultant Employee Rate Listing**

**CONSULTANT:**           **Gewalt Hamilton Associates, Inc.**

**PROJECT:**               **Union Pacific Multi-Use Trail**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	50.00	60.00	
Senior Engineer	42.50	54.75	
Professional Engineer	27.50	45.00	
Registered Land Surveyor	23.50	46.25	
Staff Engineer	20.63	37.63	
GIS Professional	25.00	25.00	
Sr. Engr. Technician	22.50	37.00	
Engr. Technician II	15.00	23.50	
Engr. Technician I	9.00	15.00	
Secretary	8.00	23.00	

Note: Maximum rate shall not exceed \$70.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

\_\_\_\_\_  
Bruce L. Shrake, P.E., President

Date: \_\_\_\_\_

Approved By IDOT:

\_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix II Notes**

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. Minimum rate is the lowest rate being paid to personnel for a particular classification.
3. Maximum rate is the top rate being paid to personnel for a particular classification.
4. Revisions to Appendix II shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the Engineer or his/her designee provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



**Illinois Department  
of Transportation**

**Local Agency Agreement  
for Federal Participation**

Local Agency Village of Lincolnwood	State Contract	Day Labor	Local Contract X	RR Force Account
Section 09-00051-00-BT	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D 91-286-10	CMM-9003(546)		

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

**Location**

Local Name Union Pacific Multi-Use Trail Route off system Length 1.1 miles  
 Termini Devon Avenue (southern limits) to Touhy Avenue (northern limits)

Current Jurisdiction LA Existing Structure No n/a

**Project Description**

Phase 2 engineering design, PS&E's for a 12' wide, HMA multi-use trail within a Union Pacific Railroad corridor.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	52,000	( * )		( )	13,000	( BAL )	65,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 52,000</b>		<b>\$</b>		<b>\$ 13,000</b>		<b>\$ 65,000</b>

\* Maximum FHWA (STA) participation 80% not to exceed \$52,000.

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

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

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

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

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

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

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Local Agency

Gerald C. Turry

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

Village President

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

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

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6005973 conducting business as a Governmental  
Entity.

DUNS Number 085870525

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

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

(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
William R. Frey, Interim Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

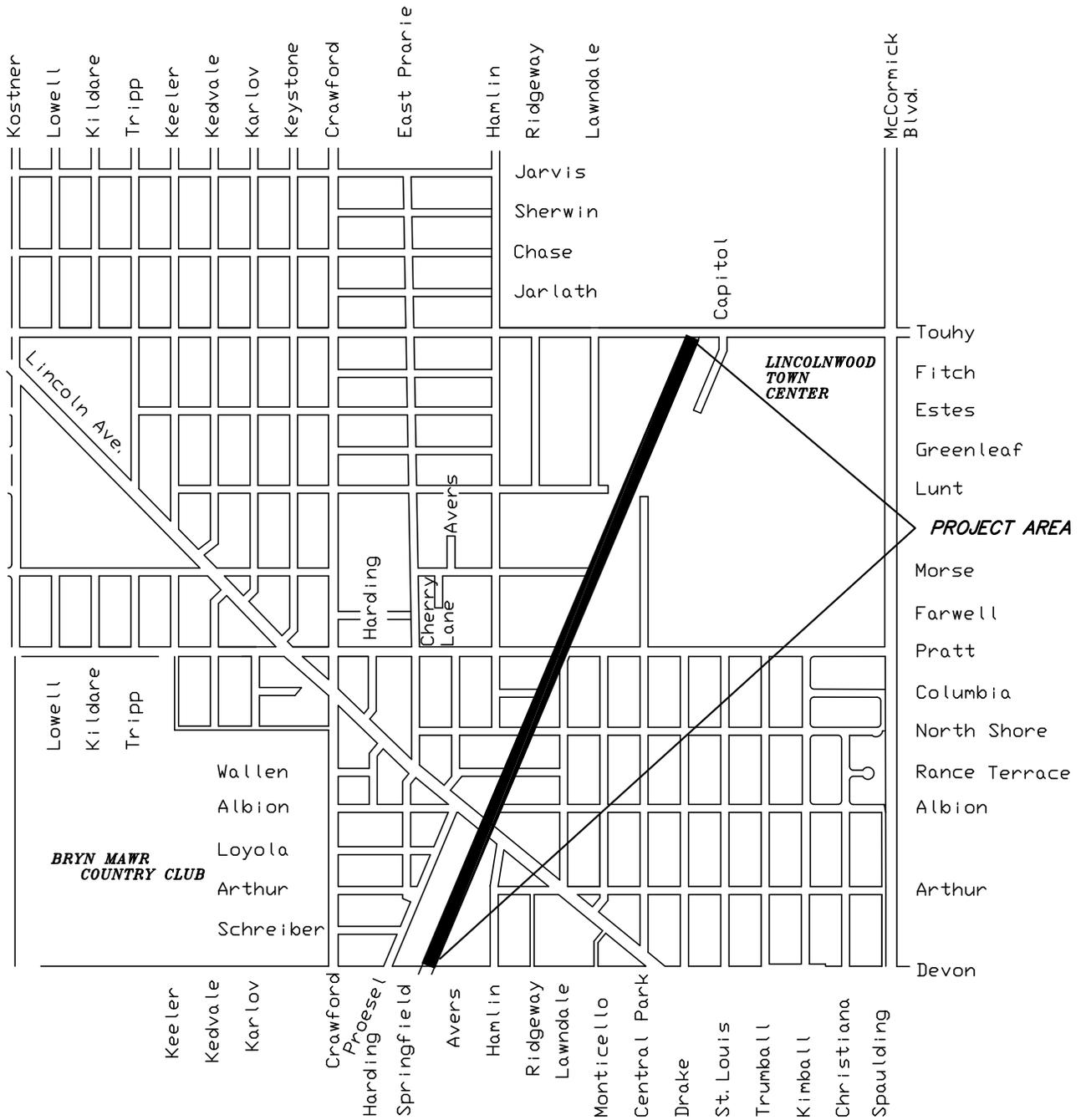
\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Director of Finance and Administration

\_\_\_\_\_  
Date

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



*ADDENDUM #1: LOCATION MAP  
 UNION PACIFIC RIGHT-OF-WAY  
 SECTION NO: 09-00051-00-BT  
VILLAGE OF LINCOLNWOOD*



TO: ALL MEMBER AGENCY DIRECTORS

FROM: Peter M. Murphy, President/CEO

DATE: October 1, 2012

RE: **CREDENTIALS CERTIFICATE**

The IAPD/IPRA Soaring to New Heights Conference will be held at the Hyatt Regency Hotel, Chicago, Illinois, January 24-26, 2013.

Article V, Section 3 and 4 of the Constitutional By-Laws of the Illinois Association of Park Districts provides as follows:

"Section 3. Each member district shall be entitled to be represented at all Association meetings and conferences by a delegate or delegates. Delegates of the Association meetings or conference may include members of the governing boards of member districts, the Secretary, Attorney, Treasurer, Director or any paid employee of the member district. Each delegate shall present proper credentials consisting of a certificate by the Secretary of the member district said delegate or delegates represent, with seal of office affixed, showing that the governing board at a special or regular meeting authorized said delegate or delegates to represent said member district. On all questions each member district represented shall have one vote which shall be the majority expression of the delegation from that member district."

"Section 4. No member district shall be entitled to vote by proxy and only delegates of a member district shall cast a ballot for that member district."

Accordingly, we enclose herewith a certificate, which, when properly certified by the Secretary of your agency after its governing board authorizes such delegate and alternates at a regular or special meeting, shall be mailed to the Association's office, 211 East Monroe Street, Springfield, IL 62701.

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 26, 2013 at 3:30 p.m. in the Regency Ballroom (*West Tower/Gold Level*), of the Hyatt Regency Hotel, 151 E. Wacker Dr. in Chicago, Illinois.

Your agency must be in good standing, the Credentials Certificate must be signed by the Board President and Secretary with your agency seal affixed.

**NOTE:** If your agency does not have a seal, then write the word "SEAL" and circle it where indicated on the certificate.

Your careful and prompt attention to this important matter is requested.





TO: ALL MEMBER AGENCIES  
FROM: Peter M. Murphy, President/CEO  
DATE: October 1, 2012  
RE: **RESOLUTIONS**

To ensure our membership a voice in the Association, Article X, of the Constitutional By-Laws provides as follows:

"Section 1. Resolutions for presentation at the Annual Meeting of the Association may be proposed by any member district, the Honors and Resolutions Committee and by the Board of Trustees.

(a) Resolutions must be submitted to the President/CEO no later than sixty (60) days prior (November 27, 2012) to the Annual Business Meeting of the Association. All resolutions submitted shall be mailed to the membership not less than forty-five (45) days prior (December 12, 2012) to the Annual Business Meeting.

(b) The Honors and Resolutions Committee shall have the prerogative to determine which resolutions submitted by member districts shall be presented at the Annual Business Meeting of the Association; however, all resolutions received must be submitted to the membership. Any governing board of a member district shall have the right to appeal the Committee's decision to the delegates at the Annual Business Meeting of the Association.

(c) Notice of appeal by a member district for the resolution must be served by mail on the members of the Honors and Resolutions Committee so as to be received not less than forty-eight (48) hours in advance of the start of the Annual Conference. A majority of the official delegates present and voting at the Annual Business Meeting of the Association during the Annual Conference is required for consideration of appeals. Approval by a two-thirds (2/3rds) majority vote of the official delegates present and voting is required at the Annual Business Meeting of the Association for the introduction of additional resolutions. A member district seeking authority at the Annual Business Meeting of the Association to present an additional resolution must provide duplicated copies in number sufficient for all delegates present."

**NOTE: All resolutions must be received in the Association's office no later than November 27, 2012.**



TO: ALL MEMBER AGENCIES  
FROM: Peter M. Murphy, President/CEO  
DATE: October 1, 2012  
RE: **2013 RECOMMENDATIONS**

In order to comply with the provisions of the IAPD Constitutional By-Laws, recommended changes and/or amendments to the Constitutional By-Laws must be on file in the Association's office on or before November 27, 2012 to be considered by the committee.

This schedule has been adopted by the committee in order to provide adequate time for the office to publish and distribute the committee report to all member districts forty-five (45) days (December 12, 2012) in advance of the Annual Business Meeting. For your information, we list the following sections of the Association's Constitutional By-Laws:

#### **ARTICLE XII -- PROCEDURAL POLICIES**

"Section 1. The Board of Trustees shall establish operational procedures and policies that are compatible with the Constitutional By-Laws. The major Procedural Policies established by the Board shall be maintained in written form available upon request to the member districts."

#### **ARTICLE XIII -- AMENDMENTS TO CONSTITUTIONAL BY-LAWS**

"Section 1. These Constitutional By-Laws may be amended at the Annual Meeting of the association by a majority vote of the official delegates of the member districts present and voting subject to the compliance with the following procedure:

(a) Any member district, or the Board of Trustees, desiring to suggest an amendment to the Constitutional By-Laws, shall submit the proposed amendment to the President/CEO in writing not less than sixty (60) days prior to the Annual Business Meeting of the Association.

(b) The President/CEO shall thereupon cause a copy of the proposed amendment to be mailed to each member district of the Association not less than forty-five (45) days prior to the Annual Meeting of the Association."

**NOTE: November 27, 2012 is the deadline for all changes and/or amendments to be received in the Association's office.**



## DIRECTOR'S REPORT

November, 2012

Jan Hincapie, Director of Parks and Recreation

[jphincapie@lwd.org](mailto:jphincapie@lwd.org)

### **Illinois Park and Recreation Conference, January 24-26, 2013**

Please let me know by November 26, 2012 if you want to attend the conference. It is held at the Hyatt Regency O'Hare and it provides a terrific opportunity to learn more about the parks and recreation field, as well as offering opportunities for networking with other appointed and elected park board members. The cost goes up considerably after the deadline, so please check your calendars as soon as possible. We would prefer not to expend the extra money for late registration.

### **Turkey Trot – Sunday, November 18, 2012**

As of the writing of this report, there are only nine days until the 2012 Turkey Trot. We are still in need of volunteers and participants, so please ask your friends and neighbors to help if they aren't planning to participate or register if they are planning to take part. Online registration can be done through Active.com or by coming to our office.

I will be out of the office the week of Thanksgiving, November 19-23. Jan Springer will be in charge in my absence.



## **Superintendent of Recreation Report**

Jan Springer, CPRP

**November 2012**

jspringer@lwd.org

### **Department Communication**

- **Facebook**

We have created a “Like Us on Facebook” campaign. For everyone that likes the Lincolnwood Parks and Recreation Department page, they will be entered into a drawing to win a 2013 Proesel Park Family Aquatic Center pool pass. The campaign will be heavily promoted with the official drawing taking place in mid –January. If you aren’t following us on Facebook, now’s the time!

- **Constant Contact**

Turkey Trot registration has been promoted through Constant Contact, with email blasts going out weekly to 2011 participants. We also sent out birthday party and afterschool youth athletic program evaluations via Constant Contact. Additionally, the employee holiday party survey and attendance poll were sent out utilizing Constant Contact services.

- **Website**

It’s official! Our subdomain, [www.recreation.lwd.org](http://www.recreation.lwd.org) is up and running. This subdomain will appear on all Department publications, directing patrons to our homepage. This allows users to bypass the Village homepage, which should alleviate a great deal of confusion for people looking for specific Parks and Recreation information.

### **Turkey Trot**

Registration has been coming in quite heavily through both Active Network (online) and through our office (mail, fax and in-person). We set a goal of 2,000 participants for this year, and I think we just might reach it! Below is a comparison between registration last year and this year.

<b>Date</b>	<b>2011</b>	<b>2012</b>
November 3	488	956
November 7	777	1,118
November 8 @ Noon	813	1,158

We went way outside of the box this year with marketing and offered our first “Schwaggle” promotion for the Turkey Trot. A “Schwaggle” is the Active Network’s version of a Groupon or Living Social electronic discount program. We offered 200 5K/10K race entries at 50% off the early non-resident fee (\$15 total). The entire 200 entries sold out in 26 hours!

### **Winter/Spring Brochure**

We are in the final proof of the Winter/Spring brochure. A huge thank you goes out to everyone for their diligence on proofing this copy. We are pleased to offer several new and improved programs including:

- Fridays for the Family (expanded times)
- Family Fun Fest at Lincolnwood Centennial Park
- Rock ‘n Kids (tot music program)
- Mini Kicks (tot soccer)
- Expanded Birthday Party Packages

- Outdoor Adventure Recreation with REI
- Bill's Boot Camp (adult fitness)
- Senior Stretch (senior fitness)
- Cooperative Youth Gymnastics (Morton Grove) and Swim America (Skokie)

We will be mailing this brochure from Wisconsin (where our printer is located) instead of having it shipped to Chicago and then mailed out of Lincolnwood to try and avoid the problems we have experienced with delivery mishaps. Even if we have the best error-free brochure, if it doesn't reach our residents it is useless.

**Staff Recognition**

Please help me congratulate Katie Smith for passing the Certified Park and Recreation Professional exam! The exam is designed to assess the core knowledge of job-related tasks in the field of parks and recreation. The CPRP is the most sought-after credential in the field, and Katie earned it - congratulations, Katie Smith, CPRP!



## **Superintendent's Report** **November 2012**

Andy Thurman, Superintendent of Parks and Facilities [athurman@lwd.org](mailto:athurman@lwd.org)

### **Pool**

Please see 2012 Annual Report attached.

### **Fall Softball**

The fall softball leagues are finishing up this week and next. We had a Friday night league with five teams and a Wednesday night league with seven teams.

The Friday league ended on October 5, while the Wednesday evening league had several rainouts and is will finish up on November 7. All teams are happy with the season and the addition of the lights on field #2.

The lights have been a tremendous addition for our programs, soccer rentals and Lincolnwood Baseball usage. With the control-link system online, it has been very convenient for scheduling and situations where we need to turn the lights off from a remote location. Below you will see the field light usage for the month of October

<b>User Group</b>	<b>Hours Used</b>	<b>Hours Saved</b>
Security Lights (sunset to 11:30pm)	374.29	0
Lincolnwood Baseball Assoc.	24.5	0
Parks and Recreation Softball	46.29	7.46
Tournament/Special Rental	20.2	0
<b>Total for Village of Lincolnwood</b>	<b>465.28</b>	<b>7.46</b>

### **Centennial Park**

Jan and I have been working closely with Gewalt-Hamilton and Land Design Collaborative to finish up the punch list items for Centennial Park. There are still some items to finish up and we will check all of the plantings in the spring to make sure everything is alive and well. The second group of HIAS trees will be planted in the next week.

**Springfield Park**

Bid opening was on Friday, November 9 at 10am.

**Park Inspections**

Please see attached report

**Park Patrol Report**

Please see attached report

# Playground Inspection Report Summary

**Date(s) of Inspection:** October 2012

**Inspector:** Andy Thurman

## Hazard Ranking System

- #1 – Condition should be corrected immediately, hazard level high
- #2 – Condition should be corrected as soon as possible, hazard level low
- #3 – Condition is aesthetic, brings the appearance of the park down
- #4 – ASTM Standard, will be fixed when the park is remodeled

## **PROESEL PARK**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Railroad ties are deteriorating
#3	PW		Swings should have drainage holes in the seats

## **KENNETH PARK** (Equipment New 2009)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#4	PW		New ADA accessible sand digger

## **KILDARE PARK** (Equipment New 2007)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#3	PW/Parks		New plexiglass piece on the circle
#3	PW		There is white paint on one of the slides, please remove

## **GOEBELT PARK** (Equipment new 2007)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
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## **O'BRIEN PARK**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#3	PW/Parks		There needs to be a new circular mirror on the one piece of equip.

## **ROSSI PARK** (Equipment New 2009)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#3	PW/Parks		The spinners need to be reset to stand up straight
#3	PW/Parks		New swings for the park

## **COLUMBIA PARK** (Equipment New 2006)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#3	PW		New railroad ties

## **CENTRAL PARK**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#3	PW/Parks		Needs new plexiglass piece on the circular tube

## **DRAKE PARK**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Spring equipment needs to be tightened

## **SPRINGFIELD PARK (budgeted 2012/13)**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Park will be replaced 2012/2013

**G.G. ROWELL PARK**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#4	PW/Parks		New Sand Digger/Spring 2013
#4	PW/Parks		More Mulch
#3	PW		Does the electrical box on the light pole need to be secured?

**FLOWERS PARK**

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Please remove the wooden flower spring equipment piece
#3	PW		Please look at removing the concrete wall near the NW corner of the driveway into the park

## LINCOLNWOOD PARK PATROL-OVERVIEW

**October** was the month wherein the weather was very cold but there were still many participants in the various parks for the assortment of activities. However, the patrons left early so the Park Patrol work shifts were ended accordingly.

1. Park Patrol Rover sniffed an odor of gas at Central Park as well as Arthur. He notified the police who turned the information over to the Fire Department..
2. The parks are becoming more desolate as the days progress compared to previous months..
3. Park Patrol helps with softball games on Wednesday night and will continue to do so until our season is over.
4. There are football games every weekend in Proesel Park and Park Patrol make sure the area is left clean after the games and make sure that the players behave according to the rules.
5. All equipment that is broken in the parks is reported to Andy Thurman who makes out work orders and channel them for repair.
6. Teenagers have been gathering in Proesel Park; using vulgar language. and not paying attention to the rules. Park Patrol monitors them and have told them to leave the park.
7. PARK PATROL looks forward to next season and the challenges that it may bring.

Vic Kast, Park Patrol Supervisor



**Community Center Program Supervisor Report**

**November 2012**

Katie Smith, CPRP

ksmith@lwd.org

**Community Center Rental Report**

There are many exciting activities happening in the Community Center this November.

- Tuesday November 6 - official polling place for the 2012 election
- Thursday November 29 Concentra PC will be hosting a coffee break for our senior exercise participants.
- Friday November 30 the Village employees will be rockin' the night away at this year's holiday party.

On top of these special events, the Community Center will also be hosting nine large room rentals and four small room rentals totaling over \$3,000 in rental income for the month of November.

**Club Kid/School's Out**

Club Kid is still growing! It is hard to believe that in late August when school started we were still in single digits with enrollment, and now we have a total of 38 kids enrolled in the program and roughly \$6,000 in monthly revenue. Here is the registration breakdown by day:

<b>Days per week</b>	<b>1 day</b>	<b>2 days</b>	<b>3 days</b>	<b>4 days</b>	<b>5 days</b>	<b>Total</b>
<b>Total registered</b>	5	13	10	0	10	<b>38</b>

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>September</b>	15	20	15	22	18
<b>November</b>	21	26	21	26	19

**Indoor Playground**

The Indoor Playground program is off to a great start. This year we have partnered with Living Social to help promote this program. Working together we offered a discounted promotional price that was emailed to all those interested in family events in the Living Social network for the Chicagoland area.

**ACA**

We are working toward getting the transportation and human resources sections of the process complete. Knowing that we are looking to continue with Alltown Bus Service, Inc. for next summer, most of the safety inspection information can be provided early to get this section complete. I have chosen to work on the human resources section early on since next month we will be starting the staffing process for the 2013 camp season.



**Community Outreach Coordinator**

Genelle Iocca, MBA

**November 2012**

giocca@lwd.org

### **Turkey Trot Sponsorships**

This year we have had a great response from community businesses that want to sponsor the Turkey Trot. Over 40 businesses have contributed monetarily, with an in-kind donation, or with a coupon or gift certificate for goods and services. \$12,600 in cash and \$8,400 in in-kind donations and gift certificates have been raised. Fifteen sponsors will be on site the day of the race, supporting the participants by handing out food and refreshments, providing massages, stretch outs, and gait scans, as well as providing products, coupons and raffle prizes.

### **Fridays for the Family**

On November 2<sup>nd</sup>, a Tai Chi demonstration was conducted at 9:30am in center court at the Lincolnwood Town Center. We were able to reach many people that are in the age category for this program, morning walkers and coffee drinkers. We were able to give them information about the Tai Chi program. On December 7th, we will promote the winter break escapes to the after-school crowd at the mall. By targeting different times of the day, we are better able to reach our target market and be more effective at delivering our message about our programs.

### **Senior Programming**

We have started a new sponsorship program for the Social Club, and already have a new sponsor. This sponsorship has allowed us to offer the Social Club Holiday Party to the first 50 seniors that attend for FREE. We plan on sending out a press release and an additional mailing to the Social Club membership, announcing the sponsorship and free admission for the first 50 to register. As time permits, this new sponsorship program will be promoted to other area businesses that are interested in reaching out to our senior population.

### **New REI Partnership**

We are pleased to announce that REI's outdoor school has partnered with us to provide programming at our newly named Centennial Park. Cross country skiing, snowshoeing, outdoor photography and bike maintenance courses will be provided for the winter and spring.



## **Youth Program Coordinator Report**

Melanie Unterfranz

**November 2012**

[munterfranz@lwd.org](mailto:munterfranz@lwd.org)

### **Afterschool Programming**

#### **Afterschool Athletics**

All of the athletic classes are full again this session. Due to an increased interest, we opened Soc-key to 15 children, Basketball at Todd Hall to 16 children and Basketball at Rutledge Hall to 16 children.

#### **Contractual Classes**

Zumbatomic's registration grew this session increasing from seven children to 10 children. Computer Explorers has 10 children and Amazing Art has seven children. Unfortunately, due to low enrollment, Chess Wizards was canceled for this session.

### **Special Event Updates**

#### **Ghostly Get-Together – October 31**

The Ghostly Get-Together went amazingly well! The whole Parks and Recreation Department helped out to make sure the event was a success. I have heard positive feedback from many in attendance. Of the 107 pre-registered, 87 attended the event. We had over 400 people in attendance. We served 500 slices of pizza and countless servings of cotton candy with the assistance of our friends at the American Legion. Public Works assisted with the event set-up and clean-up. They also decorated and manned the ever-popular hayride. Guests also enjoyed a story teller, photo booth and inflatable slide.

#### **Polar Express – December 1**

The Polar Express has been sold out since October 9. The team has come together to discuss improvements from feedback from 2011. We will be sending a welcome letter to participants in the next week with tickets, reminders about the event and a map designating where to park.

#### **Daddy Daughter Dance – February 1**

The Daddy Daughter Dance will again be held at Monastero's Ristorante. New this year, we are offering an early registration discount of \$10 to couples who register before January 18. The evening includes a DJ, and photo booth, provided by Record-A-Hit.

### **Birthday Party Packages**

Our first "Angry Birds" party is coming up in November. In December, we have another Carnival party complete with games and a face painter. The Winter/Spring brochure lists our new party packages. We look forward to this program area growing with the new features!

### **Turkey Trot/Drumstick Dash**

The Drumstick Dash currently has 46 young athletes registered. This week I will be dropping off flyers to schools in Lincolnwood and the surrounding Chicago schools advertising the race. The turkey went to Todd and Rutledge Halls to pass out postcards at pick up time. Goody bags will be filled on November 9. The newly designed Drumstick Dash medals have arrived, so we are in good shape for race day.