



Village of Winnetka

Village Council Regular Meeting

October 15, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. November 1, 2024 All Day Budget Meeting
 - b. November 7, 2024 Regular Meeting - Cancelled
 - c. November 12, 2024 Special Meeting and Study Session
 - d. November 19, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. October 1, 2024 Regular Meeting
 - b. Approval of Warrant List Dated September 9, 2024 - September 20, 2024
 - c. Resolution No. R-75-2024: Approving and Authorizing the Adoption of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (Adoption)
 - d. Resolution No. R-77-2024: Waiving Bidding and Approving a Contract with Okeh Electric Company for Electrical Services at the Winnetka Pump Station (Adoption)
 - e. Resolution No. R-80-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)
8. **Ordinances and Resolutions**
 - a. Resolution No. R-76-2024: Approving an Agreement with Gewalt Hamilton Associates, Inc. for Hubbard Woods Streetscape - Phase I Study (Adoption)

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

- b. Resolution No. R-78-2024: Approving a Grant Agreement Between the Village of Winnetka and the Illinois Department of Commerce and Economic Opportunity (Adoption)

- 9. **Old Business**
- 10. **New Business**
- 11. **Appointments**
- 12. **Closed Session**
- 13. **Adjournment**

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 1, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, October 1, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Rob Bahan called the roll. Present: Trustees Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: Trustee Kirk Albinson. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Village Forester Andrew Lueck, and approximately 21 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) October 8, 2024 Study Session All of the Council members present said they expect to attend.
 - b) October 15, 2024 Regular Meeting All of the Council members present said they expect to attend.
 - c) November 1, 2024 Budget Review Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Ted Wynnychenko addresses Council regarding the Athenian Oath, Village business, and transparency.
 - ii. Brian Scallion urges Council to continue considering and reviewing the Illinois Municipal Electric Agency renewal contract.
 - iii. Tom Barron addresses Council regarding the Illinois Municipal Electric Agency renewal contract.
 - iv. Katie Hansen and Katie Cassman address Council regarding correspondence received from the Village of Glencoe regarding a potential change in mailing address with the U.S. Post Office.
- 5) Reports
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. Village Manager Rob Bahan addresses community concerns related to the Illinois Municipal Electric Agency, confirming a community forum on October 22nd and ensuring the Village's commitment to a detailed analysis of the proposed renewal contract. Additionally, the Village has applied for FEMA flooding mitigation grants and has been selected for a total grant of \$21,224,000 for the western conveyance stormwater project.

d) Village President. No report.

6) Presentations

a) Review of Green Bay Trail Restoration Initiative – Environmental & Forestry Commission

Village Forester Andrew Lueck advises that in 2022, volunteers and Friends of the Green Bay Trail (FGBT) began a clean-up project along a section of the Green Bay Trail, removing dead limbs, fallen debris, and garbage. FGBT have proposed to preform landscape restoration work along a section of the trail to further enhance the trail. The project proposes to remove invasive species, install native plants, and perform other landscaping improvements.

Bryan Lammers, Friends of the Green Bay Trail, advises Council of the location where the proposed project will be done, proposed plantings, and the project scope including the removal of invasive plants, trees, purchase of plants, labor, and maintenance. Additionally, Mr. Lammers provides information related to the anticipated project timeline, ongoing maintenance of the trial, and cost estimates and spendings. The Friends of the Green Bay Trail request \$13, 240 from the Village to aid in the proposed restoration project.

Council discusses matters related to proposed plantings, cost and expenses, and potential expansion of the proposed restoration work. Additionally, Mr. Lueck assures Council that the proposed project by FGBT would not conflict with the Green Bay Trail improvements as proposed by the Lakota Group should Council consider approval and implementation at a future date.

Village Manager Rob Bahan addresses costs related to the Green Bay Trail improvements project, affirming there is sufficient funding in the budget to proceed with the project, and the awarded congressionally directed spending by Congressman Brad Schneider with consideration of a grant total of \$887,000 from the Federal Government.

Council commends the initiative of the restoration project and commends the volunteerism to enhance the Green Bay Trail.

Public Comment

Mickey, resident of Winnetka, commends the initiative of the proposed project and suggests the expansion of continued restoration work enhancing the trail.

Friends of the Green Bay Trail encourage volunteers to sign up at gbtrail.org.

7) Establishment of the Consent Agenda

Trustee Dalman seconded by Trustee Apatoff moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.

8) Approval of the Consent Agenda

a) Approval of Village Council Minutes

- i. September 3, 2024 Regular Meeting
- ii. September 10, 2024 Study Session
- iii. September 17, 2024 Regular Meeting

b) Approval of the Warrant List Dated August 26, 2024 – September 6, 2024 in the amount of \$3,020,530.50.

- c) Resolution No. R-72-2024: Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (Adoption)
- d) Resolution No. R-73-2024: Approving a Contract with Ceper Heating and Cooling Inc. for Rooftop A/C Unit Replacement Services (Adoption)
- e) Resolution No. R-74-2024: Waiving Bidding and Approving an Agreement with Metropolitan Industries, Inc. for the Water Plant High Lift Pump Controls Upgrade (Adoption)

Trustee Dalman seconded by Trustee Orsic moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Albinson.

9) Ordinances and Resolutions. None.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:50 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated September 9, 2024 - September 20, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: October 15, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated September 9, 2024 - September 20, 2024

RECOMMENDATION:

Consider Approving the Warrant List Dated September 9, 2024 - September 20, 2024

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-75-2024: Approving and Authorizing the Adoption of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (Adoption)

PRESENTER: John Ripka

AGENDA DATE: October 15, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On February 28, 2024, the Village of Winnetka submitted a letter of intent to participate in the Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP). The commitment required a representative from Winnetka to attend several meetings as well as compile data and complete forms for the Winnetka specific part of the plan.

This data was collected by the Fire and Engineering Departments, with the assistance of all Village Departments, and submitted to Cook County Emergency Management and Regional Security in June 2024.

EXECUTIVE SUMMARY:

The Federal Disaster Mitigation Act of 2000 required that a pre-disaster hazard mitigation program be implemented to be eligible for the post-disaster Hazard Mitigation Grant Program. In 2011, the Cook County Department of Homeland Security and Emergency Management began the implementation a Multi-Jurisdictional Hazard Mitigation Plan with the participation of over 120 jurisdictions and partners within Cook County. Adoption of the CCMJHMP makes participants eligible to apply for grants funds through the FEMA Hazard Mitigation Assistance Program.

The main purpose of this program is to enable the Village to be eligible for grant funding in the event of a natural disaster. The plan was completed in 2014, with required updates being done annually and re*certification occurring every five years. The 2024 update has been completed (see attached) and a Resolution adopting the plan is required by each municipal partner in Cook County.

RECOMMENDATION:

Consider adopting Resolution No. R-75-2024: Approving and Authorizing the Adoption of the Cook County Multi-Jurisdictional Hazard Mitigation Plan.

ATTACHMENTS:

1. Resolution No. R-75-2024: Approving and Authorizing the Adoption of the Cook County Multi-Jurisdictional Hazard Mitigation Plan
2. Statement of Intent to Participate

3. 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan Update Executive Summary
4. Volume 2: MJ-HMP Jurisdictional Annexes-Winnetka

**A RESOLUTION APPROVING AND AUTHORIZING THE ADOPTION OF THE
COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Village of Winnetka (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

WHEREAS, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“*Act*”) which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

WHEREAS, FEMA supports pre- and post-disaster grant funding through the Hazard Mitigation Assistance Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

WHEREAS, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

WHEREAS, in accordance with the Act’s requirements, 125 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan and its associated local hazard mitigation plan annexes (“*2024 Hazard Mitigation Plan*”); and

WHEREAS, the 2024 Hazard Mitigation Plan has been approved by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V; and

WHEREAS, the Village President and Village Council have determined that approving and authorizing the adoption of the 2024 Hazard Mitigation Plan will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL AND ADOPTION OF THE HAZARD MITIGATION PLAN. The Village Council hereby accepts, approves and adopts in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2; and the Village’s Jurisdictional Annex of Volume 2 of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan (collectively referred to as the 2024 Hazard Mitigation Plan).

SECTION 3: IMPLEMENTATION OF THE HAZARD MITIGATION PLAN. The Village will continue to participate in updating and revising the 2024 Hazard Mitigation Plan, with another plan review and revision occurring within a five-year cycle. Additionally, designated staff will provide annual progress reports on the status of implementation of the 2024 Hazard Mitigation Plan to the Village Council President.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 15th day of October, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

**Statement of Intent
to Participate in the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan**

Participating in and adopting a hazard mitigation plan is a requirement for local communities to be eligible for FEMA's Hazard Mitigation Assistance (HMA) funding program. The purpose of this letter is to establish commitment from and a cooperative working relationship between all Participating Jurisdictions in the development and implementation of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan (MJ-HMP). In addition, the intent of this form is to ensure that the multi-jurisdictional hazard mitigation plan is developed in accordance with Title 44 of the Federal Code of Regulations Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction's policies, programs, and authorities; and that it is an accurate reflection of the community's values.

To meet this requirement and to help reduce the loss of life and damage to property in the event of a natural disaster, our municipality intends to participate in a federally funded grant initiative to update the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan (MJ-HMP). Cook County Department of Emergency Management and Regional Security (EMRS) will serve as the lead agency for this initiative.

This statement of intent is nonbinding and is subject to any applicable local legal requirements, such as review by legal counsel and/or approval by the legislative body/City Council if required. Municipalities will not be required to meet the necessary cash match for this initiative as this requirement will be met directly by Cook County on behalf of participating municipalities and agencies. We understand that the planning process will include meetings with representatives and subject matter experts from participating municipalities and agencies. The subject of the meeting will be to:

- Inform and update the participants about the needs and methods for identifying and prioritizing hazards
- Obtain municipal cooperation in sharing information on hazards
- Determine possible projects to reduce the impact of future incidents involving hazards which are prerequisites to municipalities later applying for hazard mitigation grant funds.

We understand that to be a participant in the Cook County hazard mitigation plan update, we will be required to participate in these meetings and to share information. We recognize the importance of having an updated multi-jurisdictional hazard mitigation plan to help safeguard the lives and property of our citizens and commit to participating in this process with Cook County.

☒ **Our community hereby states our intent to participate in the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan (MJ-HMP) and intends to formally adopt the plan.**

Name of Jurisdiction: Village of Winnetka

Name of Mayor/Chief Executive: Chris Rintz

Signature:

Date of Signature: 2/28/24

Primary Point of Contact (POC) that will represent the jurisdiction in the MJ-HMP update:

Name: John Ripka

Title: Fire Chief

Agency/Department: Fire Department

Phone Number: 847-501-6029

Email: jripka@winnetka.org

Please identify a Second Point of Contact on the next page.

Secondary Point of Contact (POC) that will represent the jurisdiction in the MJ-HMP update:

Name: James Bernahl

Title: Village Engineer

Agency/Department: Engineering

Phone Number: 847-716-3261

Email: jbernahl@winnetka.org

If you do **NOT** intend to participate, please complete the following:

☐ Our community is participating in another county's Hazard Mitigation Plan. If so, please indicate the county:

- ☐ DuPage County
- ☐ Will County
- ☐ Lake County
- ☐ Kane County
- ☐ Other

If you have any questions, please contact:

Kimberly Nowicki, MScTRM, IPER
Regional Planner | COVID-19 Housing Branch Deputy Chief
Cook County Department of Emergency Management & Regional Security
Office: 312.603.8801
Cell: 312-639-9683
Email: kimberly.nowicki@cookcountyil.gov



COOK COUNTY EMRS EMERGENCY MANAGEMENT AND REGIONAL SECURITY

2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan Update Executive Summary

Hazard mitigation is the use of long-term and short-term policies, programs, projects, and other activities to alleviate the death, injury, and property damage that can result from a disaster. Cook County and a coalition of 125 municipal planning partners prepared and updated the **2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan** in order to identify the risks posed by hazards and find ways to reduce their impacts. The plan reduces risks for those who live in, work in, and visit the County.

1. Cook County Profile

Cook County is located in northeast Illinois on the western shore of Lake Michigan. It is the most populous of the 102 counties in Illinois, with a 2013 estimated population of 5.24 million, 2018 estimated population of 5.18 million, and 2023 estimate of 5.08 million, according to the U.S. Census Bureau and World Population Review. In terms of area, it is the sixth largest county, covering approximately 946 square miles. Cook County makes up roughly 40 percent of the population of Illinois. The surrounding counties are Lake and McHenry to the north, Kane, and DuPage to the west, and Will to the southwest. Lake Michigan is the county's eastern border along with the State of Indiana.

Cook County is the second most populous county in the United States, after Los Angeles County. The county contains 135 municipalities, covering about 85 percent of the area of the county. The remaining unincorporated areas are under the jurisdiction of the Cook County Board of Commissioners, a 17-member board elected by district.

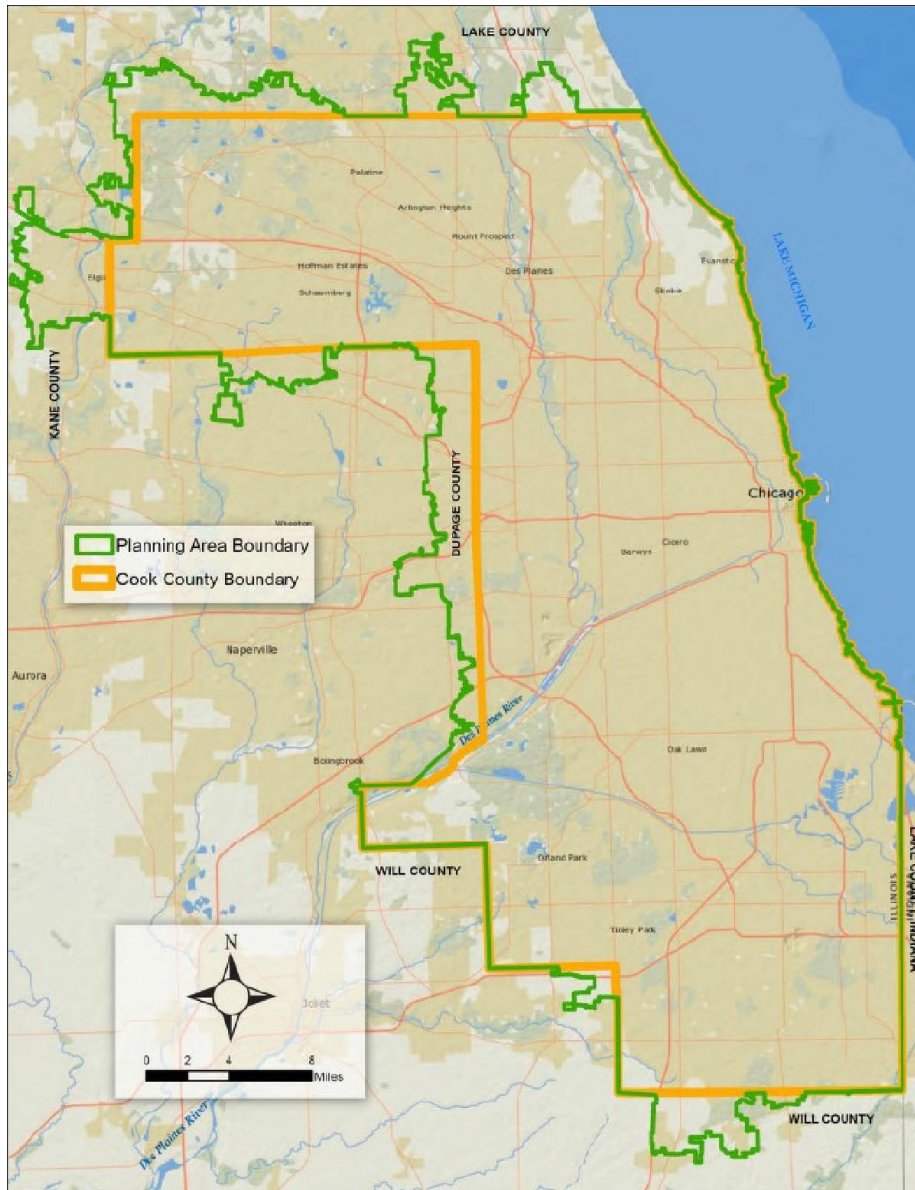
The economy of Cook County, IL employs 2.6 million people. The largest industries in Cook County are Health Care & Social Assistance (365,461 people), Professional, Scientific, & Technical Services (278,012 people), and Manufacturing (244,952 people), and the highest paying industries are Utilities (\$86,405), Finance & Insurance (\$82,016), and Professional, Scientific, & Technical Services (\$80,988).

Based on U.S. Census Bureau estimates, per capita income in the planning area in 2018 was \$32,722 and has increased to \$45,646 (in 2022 dollars) based on the ACS 2018-22. The median household income (in 2022 dollars) is \$78,304 based on the ACS 2022.

Cook County has experienced 22 hazard events since 1967 for which federal disaster declarations were issued. The National Oceanic and Atmospheric Administration (NOAA) data is the primary source utilized in the Hazard Mitigation Plan.

2. Participating Partners and the Planning Area

The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state, and the federal government. Through multi-jurisdictional partnerships, local jurisdictions within an area that has uniform risk exposure can pool resources and eliminate redundant planning activities. Cook County opened this planning effort to all municipalities within the County. The table, *Planning Partners*, lists the planning partners that participated in the planning process and are covered under this plan. The planning area was defined as all incorporated and unincorporated areas of Cook County as well as the incorporated areas of cities that cross county boundaries. The planning area boundary is shown in the figure below (*Figure: Planning Area*).



Municipalities that are partially in Cook County and are participating in the mitigation planning efforts of adjacent counties are also included in the table below. Future efforts are already underway to include these jurisdictions in future updates of the plan. Two jurisdictions that had not previously participated in the 2019 Cook County MJ-HMP are now part of the 2024 Cook County MJ-HMP.

TABLE: PLANNING PARTNERS PLANNING PARTNERS COVERED BY THIS HAZARD MITIGATION PLAN		
North	Central	South
Arlington Heights	Bellwood	Alsip
Barrington	Berkeley	Bedford Park

Buffalo Grove	Berwyn	Blue Island
Des Plaines	Broadview	Bridgeview
Elgin	Brookfield	Burbank
Elk Grove Village	City of Chicago	Burnham
Evanston	Cicero	Calumet City
Glencoe	Countryside	Calumet Park
Glenview	Elmwood Park	Chicago Heights
Golf	Forest Park	Chicago Ridge
Hanover Park	Forest View	Country Club Hills
Hoffman Estates	Franklin Park	Crestwood
Inverness	Harwood Heights	Dixmoor
Kenilworth	Hillside	Dolton
Lincolnwood	Hodgkins	East Hazel Crest
Morton Grove	Indian Head Park	Evergreen Park
Mount Prospect	LaGrange	Flossmoor
Niles	LaGrange Park	Ford Heights
Northbrook	Lyons	Glenwood
Northfield	Maywood	Harvey
Palatine	McCook	Hazel Crest
Park Ridge	Melrose Park	Hickory Hills
Prospect Heights	Norridge	Hometown
Rolling Meadows	Northlake	Homewood
Schaumburg	North Riverside	Justice
Skokie	Oak Park	Lansing
South Barrington	River Forest	Lemont
Streamwood	River Grove	Lynwood
Wheeling	Riverside	Markham
Wilmette	Rosemont	Matteson
Winnetka	Schiller Park	Merrionette Park
	Stickney	Midlothian
	Stone Park	Oak Forest
	Summit	Oak Lawn
	Westchester	Olympia Fields
	Western Springs	Orland Hills
		Orland Park
		Palos Heights
		Palos Hills
		Palos Park
		Park Forest

		Phoenix
		Posen
		Richton Park
		Riverdale
		Robbins
		Sauk Village
		South Chicago Heights
		South Holland
		Steger
		Thornton
		Tinley Park
		University Park
		Willow Springs
		Worth
Not Participating in 2024 Cook County MJ-HMP	Not Participating in 2024 Cook County MJ-HMP	Not Participating in 2024 Cook County MJ-HMP
Barrington Hills	Bensenville	Frankfort
Bartlett	Burr Ridge	Woodridge
Deerfield	Elmhurst	
Deer Park	Hinsdale	
East Dundee	Oak Brook	
Roselle		

3. Plan Development and Organization

The 2024 Cook County MJ-HMP was updated by a planning team of Cook County Department of Emergency Management and Regional Security staff and expert consultants, with guidance from a steering committee representing the planning partners and other local stakeholders. The key steps in updating the plan were as follows:

1. Determine the Planning Area and Resources
2. Build and Reconvene the Planning Team
3. Outreach Strategy
4. Review and Update Community Capabilities
5. Update and Conduct the Risk Assessment
6. Update the Mitigation Strategy
7. Keep the Plan Current
8. Review and Adopt the Plan

9. Create a Safe and Resilient Community

4. Mission Goals and Objectives

The defined mission for the 2024 Cook County MJ-HMP is to “Identify risks and sustainable, cost-effective actions to mitigate the impact of natural hazards to protect the life, health, safety, welfare, and economy of the communities of Cook County.” Mitigation **goals** were established as follows:

1. Develop and implement sustainable, cost-effective, and environmentally sound risk-reduction (mitigation) projects.
2. Protect the lives, health, safety, and property of the citizens of Cook County from the impacts of natural hazards.
3. Protect public services and critical facilities, including infrastructure, from loss of use during natural hazard events and potential damage from such events.
4. Involve stakeholders to enhance the local capacity to mitigate, prepare for, and respond to the impacts of natural hazards.
5. Develop, promote, and integrate mitigation action plans.
6. Promote public understanding of and support for hazard mitigation.

Thirteen **objectives** were established for the plan that meets multiple goals, serving as stand-alone measurements of the effectiveness of the mitigation action. Proposed mitigation actions were evaluated in part based on how many goals and objectives they would help to fulfill.

1. Eliminate or minimize disruption of local government operations caused by natural hazards through all phases of emergency management.
2. Increase the resilience of (or protect and maintain) infrastructure and critical facilities.
3. Consider the impacts of natural hazards on future land uses in the planning area, including possible impacts from climate change.
4. Integrate hazard mitigation policies into land use plans in the planning area.
5. Develop, improve, and protect systems that provide early warnings, emergency response communications, and evacuation procedures.
6. Use the best available data, science and technologies to educate the public and to improve understanding of the location and potential impacts of natural hazards, the vulnerability of building types and community development patterns, and the measures needed to protect life safety.
7. Retrofit, purchase, or relocate structures in high hazard areas, including those known to be repetitively damaged.

8. Establish partnerships among all levels of local government, the private sector, and/or nongovernmental organizations to improve and implement methods to protect people, including underserved and underrepresented groups, and property.
9. Provide or improve flood protection on a watershed basis with flood control structures and drainage maintenance plans.
10. Strengthen codes and land use planning and their enforcement, so that new construction or redevelopment can avoid or withstand the impacts of natural hazards.
11. Encourage mitigation through incentive-based programs, such as the Community Rating System, Firewise, and StormReady programs.
12. Reduce natural hazard-related risks and vulnerability to potentially isolated and underserved populations within the planning area and ensure mitigation strategies result in equitable outcomes.
13. Encourage hazard mitigation measures that result in the least adverse effect on the natural environment and that use natural processes.

5. Hazards Addressed

The steering committee considered the full range of natural hazards that could impact the planning area and identified the following hazards as presenting the most significant concern:

- Dam or levee failure
- Drought
- Earthquake
- Flood
- Severe weather
- Severe winter weather
- Tornado
- Wildfire

Detailed risk assessments were performed for each of these hazards of concern. Also, a brief qualitative review was conducted of technological and human-caused hazards of interest. Climate Change was addressed for each hazard, as applicable.

6. Risk Assessment Methodology

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. It allows emergency management personnel to establish early response priorities by identifying potential hazards and vulnerable assets. The process focuses on the following elements:

- **Identify hazards**—Use all available information to determine what types of disasters may affect a jurisdiction, how often they can occur, and their potential severity.
- **Assess probability, extent, vulnerability, and impact**—Determine the impact of natural hazard events on the people, property, environment, economy, and lands of the region.
- **Estimate cost**—Estimate the cost of potential damage that could be avoided by mitigation.

The risk assessment for this hazard mitigation plan evaluates the risk of natural hazards prevalent in the planning area and meets requirements of the DMA (44 CFR, Section 201.6(c)(2)).

7. Profiles of Cook County Hazards of Concern

The following hazards are addressed in the 2024 Cook County MJ-HMP. A brief description of each hazard is included in this section of the Executive Summary.

7.1 Dam and Levee Failure

There are 44 dams in Cook County, all regulated by the Water Resources Division of the Illinois Department of Natural Resources (IDNR). Importantly, 23 of these dams are classified as "high" (11) or "significant" (12) hazard, which means they have significant downstream populations at risk if the dam should fail. Flooding as a result of a dam and levee failure would significantly impact properties and communities in the inundation zones. There is no record of Federal Dam Disaster Declarations in Cook County between 1956-2022.

According to the National Inventory of Levees, there are seven (7) major levee systems located in Cook County (National Inventory of Levees). Although there is no history of levee failures in the planning area, it should be noted that the State of Illinois experienced levee failures in 1993 and 2008. In 1993, 17 levee systems breached along the Mississippi River and the Illinois River just north of where it meets the Mississippi River. Over 237,000 acres along the rivers were flooded.

Dam or levee failure can have severe impacts on property and critical infrastructure. These impacts include:

- Extensive Property Damage: The sudden release of water from a dam or levee failure can lead to widespread flooding, resulting in significant damage to residential, commercial, and industrial properties. This includes damage to buildings, homes, and vehicles.
- Critical Infrastructure Damage: Flooding from dam or levee failures can severely impact critical infrastructure such as bridges, roads, railways, and utilities (water and sewage systems, electrical grids, gas lines). This not only causes immediate disruption but can also lead to long-term economic impacts due to the time and cost associated with repairs and reconstruction.
- Environmental Contamination: Floodwaters can carry and spread pollutants and hazardous materials from industrial sites, sewage systems, and other sources, leading to environmental contamination of water, soil, and ecosystems.
- Disruption of Services: Essential services such as healthcare, education, emergency services, and transportation can be disrupted, affecting the wellbeing and daily life of the community.
- Economic Impact: The combined effect on property, infrastructure, and services can lead to significant economic losses, both direct and indirect. The cost of repairs, loss of business operations, and decrease in property values can have a lasting impact on affected communities.
- Recovery and Mitigation Costs: The financial burden of recovery and rebuilding can be substantial. In addition to immediate repair costs, there is often a need for investing in mitigation measures to prevent future incidents.

Exposed Structures and Property Value

FEMA's HAZUS-MH model estimated that there are 12,762 structures within the mapped dam failure inundation areas in the planning area. It is estimated that \$10.7 billion worth of building-and-contents are exposed to dam failure inundation, representing 0.90 percent of the total building value of the planning area.

7.2 Drought

Droughts originate from a deficiency of precipitation resulting from an unusual weather pattern. If the weather pattern lasts a short time (a few weeks or a couple of months), the drought is considered short-term. If the weather pattern becomes entrenched and the precipitation deficits last for several months or years, the drought is considered to be long-term. Drought generally affects large geographic areas, so drought descriptions in the hazard mitigation plan are usually for the entire State of Illinois rather than the immediate planning area of Cook County.

Droughts are fairly common in Illinois. In the past century, the state experienced serious drought periods from 1902 to 1915, from 1931 to 1934, and in 1954, 1964, and 1988. The 1930s had the greatest frequency and severity of drought since drought recording using the Palmer Drought Severity Index (PDSI) began in 1895. The worst case was the summer of 1934, with a statewide PDSI of -6.48, followed by the summer of 1931 with -6.39 and 1954 with -6.09. All three of these events fall into the category of extreme drought.

Recent events include drought in 1983 and 1988. In September 1983, all 102 counties were declared state disaster areas because of high temperatures and insufficient precipitation during the summer. In 1988, 54 percent of the state was impacted by drought-like conditions, resulting in disaster relief payments to landowners and farmers exceeding \$382 million; however, no state declaration was made. Historical drought data for the planning area indicate there have been at least seven (7) significant droughts in the last 115 years, which equates to a drought every 16 years on average, or a minimum of a 6.25-percent chance of a drought in any given year.

Drought can have a widespread impact on the environment and the economy, although it typically does not result in loss of life or damage to property, as do other natural disasters. The National Drought Mitigation Center describes likely drought impacts as those affecting agriculture, water supplies, and the risk of fire.

Scientists currently do not know how to predict drought more than a month in advance for most locations. How long a drought lasts depends on interactions between the atmosphere and the oceans, soil moisture and land surface processes, topography, internal dynamics, and the accumulated influence of weather systems on the global scale.

Crucial issues associated with drought include the following:

- Identification and development of alternative water supplies
- Use of groundwater recharge techniques to stabilize the groundwater supply
- The probability of increased drought frequencies and durations due to climate change
- The promotion of active water conservation even during non-drought periods.

While drought is considered a low-risk hazard for Cook County, planners need to consider best practices for land use policies to support water supply sustainability and increase the protection

of water resources. Utilizing these practices provides local municipality capability to protect future development from drought.

7.3. Earthquake

An earthquake is the vibration of the earth's surface following a release of energy in the earth's crust. Earthquakes tend to occur along faults, which are zones of weakness in the crust.

Earthquakes occur throughout Illinois, with most in the southern third of the state. Over 360 earthquakes have occurred in Illinois during the past 20 years, with 32 resulting in damage.

According to USGS, no fault zones are in Cook County; however, numerous reports highlight the fault activity of the Des Plaines Crater located beneath the populated Des Plaines suburb of Chicago. Fifteen events have been recorded in Cook, DuPage, Kane, Kendall, and Will Counties since 1704. Cook County has experienced three earthquakes ranging from a magnitude of 3 to 4.9. Since the 2018 Hazard Mitigation Plan, Cook County has not experienced any additional significant earthquakes.

The actual movement of the ground in an earthquake is seldom the direct cause of injury or death. Casualties generally result from falling objects and debris, because the shocks shake, damage or demolish buildings and other structures. Disruption of communications, electrical power supplies and gas, sewer and water lines should be expected. Earthquakes may trigger fires, dam failures, or releases of hazardous material, compounding their effects. Any seismic activity of 6.0 or greater on faults within the planning area would have significant impacts throughout the county. Earthquakes of this magnitude or higher would lead to a massive failure of structures built on loose soils. Levees and revetments constructed on such soils would likely fail, representing a loss of critical infrastructure. These events could cause secondary hazards that would further damage structures.

There is currently no reliable way to predict an earthquake at any given location with any significant warning time. Research is being done with warning systems that use the low energy waves that precede major earthquakes to give approximately 40 seconds notice that a major earthquake is about to occur. The warning time is very short, but it could allow for someone to get under a desk, step away from a hazardous material they are working with or shut down a computer system.

Important issues associated with earthquakes include the following:

- The public perception of the earthquake risk within the planning area is low. It can be difficult to get the public to think about earthquake mitigation with little or no perceived risk.
- Most of the planning area's building stock was built prior to 1975 when seismic provisions became uniformly applied through building code applications. A building stock analysis that looks at the potential fragility of the older building stock constructed without building code influence would be beneficial in the identification of seismic mitigation projects.
- More earthquake mapping is needed for the planning area.
- Critical facility owners/operators should be encouraged to create or enhance continuity of operations plans using the information on risk and vulnerability contained in the Cook County hazard mitigation plan.
- Geotechnical standards should be established that take into account the probable impacts of earthquakes in the design and construction of new or enhanced facilities.

- The County has over 6 miles of earthen levees and revetments on soft, unstable soil. These soils are prone to liquefaction, which would severely undermine the integrity of these facilities.
- There are a large number of earthen dams within the planning area. Dam failure warning and evacuation plans and procedures should be reviewed and updated to reflect the dams' risk potential associated with earthquake activity in the region.

7.4 Flood

Flood Types and History

Flooding can occur in a number of ways, and many instances are not independent of each other and can occur simultaneously during a flood event. The types of flooding considered for this plan include:

- Heavy rainfall
- Urban stormwater overflow
- Rapid snowmelt
- Rising groundwater (generally in conjunction with heavy prolonged rainfall and saturated conditions)
- Riverine ice jams
- Flash floods
- Alluvial fan flooding
- Flooding from dam failure
- Coastal/Shoreline flooding
 - Seiche
 - Meteotsunami
 - Coastal Erosion

Floods in Cook County are caused by rainfall from large frontal storms, which may be in combination with some snowmelt, runoff, and ice jams. The principal contributor to flooding in the area is the inadequate capacity of some of the natural stream channels to contain runoff resulting from intense thunderstorm precipitation over the stream basins. Inundation of lands adjoining stream channels has been aggravated over the years by the gradual accumulation of silt. The buildup of sand bars and island channels has resulted in the loss of channel capacity. Another factor lending itself to the poor flow characteristics of some portions of channels is the excessive growth of brush, light timber, and aquatic vegetation.

From 2013 through 2022, 90 Riverine Flooding incidents occurred in Cook County and were recorded by NOAA. This frequency averages nine flooding incidents annually and would indicate a similar trend moving forward. From 2013 through 2022, 84 Urban/Flash/Stormwater Flooding incidents occurred in Cook County and were recorded by NOAA. This frequency averages 8.4 flooding incidents annually and would indicate a similar trend moving forward.

According to NOAA, the frequency of flash flooding depends on seasonal weather patterns. Flash flooding is typically caused by inadequate drainage following heavy rainfall or rapid snowmelt and is more likely to occur in spring when thunderstorms and snow melt are more prominent.

Urban areas (such as Chicago) are typically connected to municipal sewer systems (stormwater and/or sanitary sewer). For this reason, it is more probable that flash flooding will occur within this area.

Cook County experiences numerous episodes of river and urban flooding every year; massive floods that can cause significant property damage typically occur every three to seven years.

Flood Mapping

Flood studies use historical records to determine the probability of occurrence for different river discharge (flow) levels. The flood frequency equals 100 divided by the discharge probability. For example, the 100-year discharge has a 1-percent chance of being equaled or exceeded in any given year. The extent of flooding associated with a 1-percent annual probability of occurrence (the base flood or 100-year flood) is used as a regulatory boundary by many agencies. This boundary is a convenient tool for assessing risk in flood-prone communities. For most communities participating in the National Flood Insurance Program (NFIP), FEMA has prepared a detailed Flood Insurance Study that presents water surface elevations for the 1-percent annual chance flood and the 0.2-percent annual chance flood (the 500-year flood). The federal standard for floodplain management under the NFIP is the 100-year floodplain. This area is chosen using historical data such that in any given year there is a 1% chance of a "base flood (also known as 100-year flood or regulatory flood). A base flood is one that covers or exceeds the 100-year floodplain. A 500-year floodplain is an area with at least a .2% chance of flood occurrence in any given year. The boundaries of the 100- and 500-year floodplains are shown on Flood Insurance Rate Maps.

FEMA has mapped over 78 square miles of the 100-year floodplain and 99 square miles of 500-year floodplain along 172 water courses within the Cook County planning area. This includes floodplains within jurisdictions that intersect multiple counties. While these maps do not cover all the flood risks within the planning area, they do represent a large percentage of the risk. It should be noted that mapping showing areas of urban flooding is limited in the County.

Flood Severity

The principal factors affecting flood damage are flood depth and velocity. The deeper and faster flood flows become, the more damage they can cause. Shallow flooding with high velocities can cause as much damage as deep flooding with slow velocity, is especially true when a channel migrates over a broad floodplain, redirecting high-velocity flows and transporting debris and sediment. Flood severity is often evaluated by examining peak discharges.

The worst-case scenario for flooding in the Cook County planning area has happened numerous times in the past. It involves intense rainstorms that stall over the planning area, dropping rainfall totals in excess 6 inches over 48 hours (this scenario is significantly exacerbated by the presence of snowpack on the ground), which leads to both riverine and stormwater/urban drainage flooding that can overwhelm flood response capabilities in the planning area. Significant roads can be blocked, preventing critical access for many residents and critical functions. High in-channel flows can cause water courses to scour, possibly washing out roads and creating more isolation problems.

Flood Warning

The Cook County flood threat system consists of a network of precipitation gages throughout the watershed and stream gages at strategic locations that continuously monitor and report stream levels. All of this information is analyzed by agencies such as the Cook County Department of Emergency Management and Regional Security (EMRS) and Metropolitan Water Reclamation District to evaluate the flood threat and possible evacuation needs.

Floods are generally classed as either slow-rise or flash floods. Due to the sequential pattern of meteorological conditions needed to cause serious slow-rise flooding, it is unusual for a slow-rise flood to occur without warning. Slow-rise floods may be preceded by a warning time from several hours, to days, to possibly weeks. Evacuation and sandbagging for a slow-rise flood may lessen flood damage. Flash floods are more difficult to prepare for, due to the extremely short warning time given, if any. Flash flood warnings usually require evacuation within an hour. However, potential hazard areas can be warned in advance of potential flash flooding danger.

Participation in Federal Flood Programs

The NFIP makes federally backed flood insurance available to homeowners, renters, and business owners in participating communities. Cook County entered the NFIP on April 15, 1981. The effective date for the current countywide Flood Insurance Rate Map is August 19, 2008. In addition to the County, most Cook County municipalities participate in the NFIP. As of August 2023, Cook County had 12,083 flood insurance policies providing \$2.644 billion in insurance coverage. According to FEMA statistics, in the State of Illinois, there were 32,840 flood insurance policies providing over \$7.06 billion in insurance coverage.

As of March 17, 2022, there are twenty (20) communities in the planning area that also participate in the Community Rating System (CRS), a voluntary program that encourages floodplain management activities that exceed the NFIP requirements. The CRS requires participating communities to identify repetitive loss areas, where flood insurance claims have been paid multiple times for individual properties. FEMA's list of repetitive loss properties identifies 1,741 such properties in the planning area as of May 2024.

Issues

Important issues associated with flooding include the following:

- Modeling performed by the Metropolitan Water Reclamation District is considered to be the best available flood risk data for the planning area, but it is not the basis of FEMA's current effective Flood Insurance Rate Map. The District's flood hazard data should be formatted so that can be used to support risk assessment and thus validate the best available data.
- The planning area has a large percentage of policies and losses outside a mapped hazard area. Basement flooding is a common problem.
- The stormwater/urban drainage flooding risk is not mapped, which makes it difficult to assess this hazard, other than looking at historical loss data.
- The risk associated with the flood hazard overlaps the risk associated with other hazards such as an earthquake. This provides an opportunity to seek mitigation alternatives with multiple objectives that can reduce the risk for multiple hazards.
- There is no consistency of land-use practices and regulatory floodplain management within the planning area. It is unclear how potential climate change may impact flood conditions in the planning area.
- The concept of residual risk should be considered in the design of future capital flood control projects and should be communicated with residents living in the floodplain.
- More information is needed on flood risk to support the concept of risk-based analysis of capital projects.
- There needs to be a sustained effort to gather historical damage data, such as high-water marks on structures and damage reports, to measure the cost-effectiveness of future mitigation projects.

- Ongoing flood hazard mitigation will require funding from multiple sources.
- There needs to be a coordinated hazard mitigation effort between jurisdictions affected by flood hazards in the county.
- Floodplain residents need to continue to be educated about flood preparedness and the resources available during and after floods.
- The promotion of flood insurance as a means of protecting private property owners from the economic impacts of frequent flood events should continue.
- The economy affects a jurisdiction's ability to manage its floodplains. Budget cuts and personnel losses can strain the resources needed to support floodplain management.

7.5 Severe Weather

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. It includes extreme heat, lightning, hailstorms, dense fog, and strong wind. Severe-weather events can happen anywhere in the planning area. Severe local storms are probably the most common widespread hazard. They affect large numbers of people throughout Cook County and the surrounding region when they occur. The heat wave of July 1995 was one of the worst disasters in Illinois history, with over 700 deaths statewide over five days.

Records from the National Climatic Data Center indicate approximately 1,410 severe weather events (not including heat and excessive heat events) in the planning area between 1950 and 2023. NCDC data from 1996 to 2023 also records 64 heat or excessive heat events.

The most common problems associated with severe storms are immobility and loss of utilities. Roads may become impassable due to flooding or downed trees. Power lines may be downed due to high winds. Lightning can cause severe damage and injury. A worst-case severe-weather event would involve prolonged high winds during a thunderstorm. Such an event would have both short-term and longer-term effects. Initially, schools and roads would be closed due to power outages caused by high winds and downed tree obstructions. In more rural areas, some subdivisions could experience limited ingress and egress. Prolonged rain could produce flooding and overtopped culverts with ponded water on roads. Flooding could further obstruct roads and bridges, further isolating residents.

Meteorologists can often predict the likelihood of a severe storm or other severe weather events, which can give several days of warning time. The Chicago Office of the National Weather Service issues severe storm watches and warnings when appropriate to alert government agencies and the public of possible or impending weather events.

Important issues associated with severe weather include the following:

- Redundancy of power supply throughout the planning area must be evaluated. The capacity for backup power generation is limited.
- Public education on dealing with the impacts of severe weather needs to be provided and debris management (downed trees, etc.) must be addressed.
- The effects of climate change may result in an increase in the frequency of extreme heat events.

7.6 Severe Winter Weather

The severe winter weather hazard encompasses heavy snow, lake-effect snow, blizzards, ice storms, sleet, cold/windchill, extreme cold temperatures and wind chill, frost/freeze, general winter weather, and winter storms. Severe winter weather events can happen anywhere in the planning area. NOAA identifies 181 of these severe winter weather events in the planning area from 1950 - 2023, excluding snowstorms classified as less than major snowstorms. The planning area typically receives 34 inches of snow each year and can expect to experience exposure to a severe winter weather event at least annually.

All events totaled \$700,000 in property damage, 156 direct deaths and 8 indirect deaths, and 5 direct injuries and 3 indirect injuries.

Severe winter weather impacts can be significant. Roads may become impassable due to ice or snow. Power lines may be down due to high winds or ice accumulation, and services such as water or phone may not be able to operate without power. Physical damage to homes and facilities can occur from wind damage or accumulation of snow or ice. Freezing rain can cause the most dangerous conditions. Ice buildup can bring down trees, communication towers, and wires, creating hazards for property owners, motorists, and pedestrians alike. Many severe winter weather events in the planning area have resulted in the loss of life.

Meteorologists can often predict likely severe winter weather, giving several days of warning time. The National Weather Service provides public warnings on storm, snow and ice events as appropriate to alert government agencies and the public of possible or impending weather events.

Important issues associated with severe winter weather in the planning area include the following:

- Heavy snow can lead to structural damage due to the weight of snow accumulation, especially on roofs and overhangs. This can result in costly repairs and safety hazards.
- The weight of snow and ice can down trees and power lines, leading to widespread power outages. This disrupts heating and telecommunications and can cause further economic losses. Redundancy of power supply must be evaluated as the capacity for backup power generation is limited.
- Extreme cold/wind chill can lead to property damage and critical infrastructure impacts including frozen and burst water pipes.
- Isolated and vulnerable populations are at significant risk.

7.7 Tornado

Tornadoes are the most violent of all atmospheric storms, and all of Illinois is susceptible to them, including Cook County. The tornado season runs March through August, although a tornado can occur in the state at any time. Many tornadoes have struck Cook County, including several within the Chicago city limits. The F4-rated Oak Lawn tornado in April 1967 was one of the deadliest tornadoes in the planning area, with 33 fatalities. The only F5 tornado to ever strike the Chicago area was on August 28, 1990, which occurred in nearby Will and Kendall Counties. In total, 29 direct deaths, 350 injuries, and 250 million in property damage was recorded.

Between 01/01/2014 and 12/31/2023 Cook County recorded 16 tornadic events over 3,652 days.

Tornadoes can cause fatalities and devastate a neighborhood in seconds. Winds can reach 300 mph, and damage paths can be more than a mile wide and 50 miles long. If a major tornado were to strike within the populated areas of Cook County, the damage could be widespread. Businesses could be forced to close for an extended period or permanently, fatalities could be high, many people could be homeless for an extended period, and routine services such as telephone or power could be disrupted. Buildings can be damaged or destroyed.

The local NWS office issues a tornado watch when tornadoes are possible in an area and a tornado warning when a tornado has been sighted or indicated by weather radar. The current average lead time for tornado warnings is 13 minutes. The National Weather Service has established a goal of 15 minutes in its strategic plan. Occasionally, tornadoes develop so rapidly that little, if any, advance warning is possible.

Important issues associated with tornadoes in the planning area include the following:

- The older building stock in the planning area is built to low code standards or none at all. These structures could be highly vulnerable to tornadoes.
- Redundancy of power supply must be evaluated. The capacity for backup power generation is limited.
- The amount of the tornado zone that contains vacant, developable land is not known and would be valuable information for gauging the future development potential of the tornado zone.
- Declining growth rate makes it difficult for code standards to have impacts on new development. The planning area has insufficient suitable tornado shelters.
- Public awareness of tornado response protocols is a concern, given the area's many visitors.

7.8 Wildfire

Wildfire is an uncontrolled fire that burns in forests, grasslands, and other natural areas. Wildfires can spread quickly, driven by factors like wind and dry conditions, and they often pose significant threats to life, property, and the environment. These fires can be ignited by various sources, including lightning, human activities, and other natural causes. Wildfires can result in widespread devastation and require coordinated efforts for containment, suppression, and recovery.

The National Interagency Fire Center (NIFC) employs several measures and tools to assess the extent and intensity of wildfires. These include the acreage burned, which quantifies the size of the affected area, with larger acreage indicating more extensive wildfires. Fire behavior indicators such as the rate of spread, fireline intensity, and flame length offer insights into the wildfire's intensity, with rapid spread and high-intensity flames signifying a more severe fire.

Although wildfires are not a major risk for Cook County, locations within the Forest Preserves of Cook County may be vulnerable to this hazard. Air quality concerns from wildfires outside of Cook County also pose a risk.

Wildfires can have significant life safety and public health impacts. First, wildfires produce smoke and particulate matter that can degrade air quality over large areas, potentially leading to respiratory issues, exacerbating pre-existing conditions, and causing symptoms such as coughing, shortness of breath, and irritation of the eyes and throat.

8. Planning Area Risk Ranking

Risk rankings were performed by each planning partner to compare the probable impacts of the hazards of concern. For each community, the rankings assessed the probability of each hazard's occurrence as well as its likely impact on people, property, and the economy. The results of the countywide ranking, which were used in establishing mitigation action and priorities, are summarized below.

	Probability	Consequence				Total Risk
Hazard Event	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	Total Risk Score (Probability x Consequence)
Flood (Urban/Flash Flood)	3	15	12	30	57	79
Severe Winter Weather: Blizzards	3	15	16	24	55	77
Severe Winter Weather: Snow	3	12	16	21	49	70
Severe Weather: High Winds	3	9	16	16	41	60
Flood (Riverine/Creek)	2	15	11	31	57	56
Severe Winter Weather: Ice Storms	2	15	16	25	56	55
Severe Weather: Extreme Heat	2	12	12	30	54	54
Tornado	2	15	6	30	51	51
Severe Winter Weather: Extreme Cold	2	12	12	20	44	45
Drought	2	12	12	18	42	43
Coastal/Shoreline Flooding	2	12	6	23	41	42
Earthquake	2	9	16	16	41	42
Severe Weather: Lightning	3	6	6	14	26	41
Severe Weather: Hail	2	9	11	16	36	38
Severe Weather: Fog	2	9	6	14	29	32
Wildfire	2	6	6	15	27	30

Dam and levee failure	1	15	6	27	48	27
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9. Mitigation Strategies

The heart of the mitigation plan is the mitigation strategy, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how Cook County and the participating jurisdictions will accomplish the overall purpose, or mission, of the planning process. As part of the update process, mitigation goals and objectives were reevaluated; and mitigation actions/projects were updated/amended, identified, evaluated, and prioritized. Over 1,500 mitigation projects were identified and updated by the County and participating jurisdictions.

10. Plan Maintenance Strategy

The hazard mitigation plan includes a formal process to ensure that the 2024 Cook County MJ-HMP remains an active and relevant document and that the planning partners maintain their eligibility for relevant funding sources. The plan's format allows sections to be reviewed and updated when new data becomes available, resulting in a plan that will remain current and relevant. The strategy for ongoing maintenance of the plan includes the following components:

Plan Implementation—Plan implementation and evaluation will be a shared responsibility among all planning partners and agencies identified as lead agencies in the mitigation action plans. Cook County EMRS will assume lead responsibility for implementing the plan maintenance strategy.

Steering Committee—It is recommended that a steering committee remain a viable body involved in key elements of the plan maintenance strategy. The steering committee will strive to include representation from the planning partners, as well as other stakeholders in the planning area.

Annual Progress Report—The steering committee will convene to perform annual reviews. EMRS will then prepare a formal annual report on the progress of the plan.

Plan Update—The planning partnership intends to update the hazard mitigation plan on a five-year cycle from the date of initial plan adoption.

Continuing Public Involvement—The public will continue to be apprised of the plan's progress through the Cook County hazard mitigation website and by copies of annual progress reports provided to the media. EMRS has agreed to maintain the hazard mitigation plan website, and each planning partner has agreed to provide links to the website on their jurisdictional websites.

Incorporation into Other Planning Mechanisms—All municipal planning partners are committed to creating a linkage between the hazard mitigation plan and their comprehensive plans by identifying a mitigation action as such and giving that action a high priority. As information becomes available from other planning mechanisms that can enhance this plan, that information will be incorporated via the update process.

11. Plan Adoption

The 2024 Cook County MJ-HMP was submitted for review and approval to the Illinois Emergency Management Agency and FEMA in June of 2024. The 2024 update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP) was approved by IEMA and FEMA in July and has been officially adopted by the Cook County Board of Commissioners. The next step in the process is for all participating jurisdictions to officially adopt the plan through resolution. Every participating jurisdiction must adopt the Cook County Plan through resolution within 1 year to be officially recognized by FEMA as being part of the CCMJHMP.

Winnetka

Hazard Mitigation Plan Point of Contact

Primary Point of Contact	Alternate Point of Contact
John Ripka, Fire Chief 428 Green Bay Road Winnetka, IL 60093-2576 Telephone: 847-716-3303 Email Address: Jripka@winnetka.org	James Bernahl, Director of Engineering 1390 Willow Road Winnetka, IL 60093-2576 Telephone: 847-716-3261 Email Address: Jbernahl@Winnetka.org

Jurisdiction Profile

The following is a summary of key information about the jurisdiction and its history:

Date of Incorporation: 1869

Current Population: The 2020 U.S. Census population was 12,744. The 2022 U.S. Census estimate indicated the population was 12,370.

Population Growth: The overall population has decreased by 0.12% between 2018 and 2022.

Location and Description: Winnetka is located just 16 miles north of Downtown Chicago nestled between Glencoe to the north, Kenilworth to the south, and Northfield to the west, with Lake Michigan on its eastern border. According to CNN Money, the Village has been recognized as one of the most exclusive and wealthiest suburbs in the nation. The building stock is mainly single-family homes with four shopping districts throughout the Village. Winnetka produces its own water and electricity with both plants just off the Lake Michigan shoreline. According to the US Census Bureau, the Village of Winnetka has a total land area of 3.81 square miles.

Brief History: The Village was incorporated in 1869, with its first house built in 1836. During the Great Depression, the Village rebuilt the railroad right-of-ways and recessed them below grade to eliminate railroad gate crossing accidents. As a result, there are no railroad gate crossings in the Village. Winnetka has been providing fire protection to the Village of Kenilworth since the 1930s and both fire and police protection to the unincorporated areas of Cook County (also known as the Woodley area) adjacent to the Village. Numerous movies were filmed in Winnetka, but the most notable was the house used for *Home Alone* in 1990.

Climate: Together with the Chicago area, Winnetka's climate is classified as humid continental, with all four seasons distinctly represented: wet springs; hot and humid summers; pleasant autumns; and cold winters. Annual precipitation is average and reaches its lowest points in the months of January and February, and peaks in the months of May and June. Winter proves quite variable. Seasonal snowfall in the Village has ranged from 9 – 90 inches. The daily average temperature in January at Midway Airport is 24.8 °F (–4.0°C), and temperatures often stay below freezing for several consecutive days or even weeks in January and February. Temperatures drop to or below 0 °F (–18 °C)

on 5.5 nights annually at Midway and 8.2 nights at O'Hare. Spring in the Chicago area is perhaps the area's wettest and unpredictable season. Winter-like conditions can persist well into April and even occasionally into May. Thunderstorms are especially prevalent in the springtime as the areas lakeside location makes it a center of conflicts between large volumes of warmer and colder air, triggering many kinds of severe weather. Temperatures vary tremendously in the springtime; March is the month with the greatest span between the record highs and lows. On a typical summer day, humidity is usually moderately high, and temperatures ordinarily reach anywhere between 78 and 92 °F (26 and 33 °C). The extreme heat that the Chicago area is capable of experiencing during the height of the summer season can persist into autumn. Temperatures have reached 100 °F high and subzero lows below -18 °C. Fall can bring heavy thunderstorms, many of which are capable of producing flooding. The average first accumulating snow occurs around November 19. In the recent past, the Village has experienced significant rainfall and torrential flooding, resulting in a plan to implement a stormwater relief program. The design of this plan is currently being finalized, and construction is commencing.

Governing Body Format: The Village of Winnetka follows the Village Manager form of government with the Manager responsible for the day-to-day operations of the Village and for hiring staff. This body of government will assume the responsibility for the adoption and implementation of this plan. The Manager reports to the Village President and six trustees elected at-large through a caucus system of recommending candidates for office. There are eight lower boards and commissions that are appointed by and report to the Village Council including Fire Pension, Police Pension, Plan Commission, Design Review Board, Environmental & Forestry Commission, Landmark Preservation Commission, Zoning Board of Appeals and Business Community Development Commission. The Village has seven departments including Administration, Fire, Police, Finance, Water & Electric, Community Development, and Public Works.

Development Trends: With mainly single-family homes, the Village continues to experience demolition permits and newer homes being built on the same lots. Recently, the Village has experienced renewed vibrancy in all three of its commercial districts. The Village is also in the process of securing grant funding for the stormwater relief project and also utilizing bonds and a utility fee to cover the multi-million dollar work that is planned over the next several years. The utility fee is charged to each property owner and is based upon the amount of impervious surface on the property. In 2024, one mixed-use development was approved for construction. Current plans call for a four-story building. It would include nearly 20,000 square feet of street-level commercial space, 152 parking spaces, and 59 apartments.

Changes in Community Priorities: There have been no significant changes in priority regarding the hazards that could potentially impact the community or changes in priority regarding resilience.

Capability Assessment

The assessment of the jurisdiction's legal and regulatory capabilities is presented in the *Legal and Regulatory Capability Table* below. The assessment of the jurisdiction's fiscal capabilities is presented in the *Fiscal Capability Table* below. The assessment of the jurisdiction's administrative and technical capabilities is presented in *Administrative and Technical Capability Table* below. Information on the community's National Flood Insurance Program (NFIP) compliance is presented in the *National Flood Insurance Program Compliance Table* below. Classifications under various community mitigation programs are presented in the *Community Classifications Table* below.

TABLE: LEGAL AND REGULATORY CAPABILITY					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements					
Building Code	Yes	No	Yes	Yes	In accordance with Public Act 096-0704, Illinois has adopted the IBC as its state building code. Winnetka Municipal Code adopted IBC in 2009, adopted the 2015 International Codes in 2019, and the 2021 International Codes in 2024
Zonings	Yes	No	No	Yes	(65 ILCS 5/) Illinois Municipal Code. Winnetka Municipal Code MC- 221-1999
Subdivisions	Yes	No	No	No	Winnetka Municipal Code MC- 221-1999
Stormwater Management	Yes	No	Yes	Yes	State regulates industrial activity from Construction sites 1 acre or larger under section 402 CWA. Winnetka Municipal Code MC- 8-2001 2001 - MWRD WMO
Post Disaster Recovery	No	No	No	No	
Real Estate Disclosure	No	No	Yes	Yes	(765 ILCS 77/) Residential Real Property Disclosure Act.

Growth Management	No	No	No	No	
Site Plan Review	Yes	No	No	No	Design Review Board Adopted by Ordinance 1997.
Public Health and Safety	Yes	No	Yes	Yes	Cook County Board of Health. Winnetka MC MC-1-2004
Environmental Protection	Yes	No	No	No	MC-3-2011 (3.04.050)
Planning Documents					
General or Comprehensive Plan	Yes	No	No	No	“Winnetka Futures 2040 Comprehensive Plan”
<i>Is the plan equipped to provide integration to this mitigation plan?</i>					No
Floodplain or Basin Plan	No	No	No	No	
Stormwater Plan	Yes	No	Yes	No	Regional stormwater impacts are managed by MWRD and USACE The Village lies within the North Branch of Chicago River watershed planning area of MWRD’s comprehensive Stormwater Master Planning Program. The Village is also in the process of a large project to address flooding from storm water.
Capital Improvement Plan	Yes	No	No	No	
<i>What types of capital facilities does the plan address?</i>					Buildings, vehicles and infrastructure with a life expectancy of

					more than 20 years.
<i>How often is the plan revised/updated?</i>					Annual
Habitat Conservation Plan	No	No	No	No	
Economic Development Plan	No	No	Yes	Yes	ULI Report in Progress
Shoreline Management Plan	No	No	Yes	No	Army Corp of Engineers
Response/Recovery Planning					
Comprehensive Emergency Management Plan	Yes	No	Yes	Yes	Cook County EMRS
Threat and Hazard Identification and Risk Assessment	No	No	Yes	No	Cook County EMRS Preparing THIRA
Terrorism Plan	Yes	No	Yes	Yes	Cook County EMRS
Post-Disaster Recovery Plan	Yes	No	No	No	
Continuity of Operations Plan	Yes	No	Yes	No	Cook County EMRS
Public Health Plans	No	No	Yes	No	Cook County DPH

TABLE: FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	No
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	Yes

TABLE: ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Community Development

Engineers or professionals trained in building or infrastructure construction practices	Yes	Community Development - Public Works
Planners or engineers with an understanding of natural hazards	Yes	Community Development - Public Works
Staff with training in benefit/cost analysis	Yes	Several Departments
Surveyors	Yes	Contracted when needed
Personnel skilled or trained in GIS applications	Yes	Cook County GIS Consortium
Scientist familiar with natural hazards in local area	Yes	Public Works
Emergency manager	Yes	Fire Department
Grant writers	Yes	All - Contracted Position

TABLE: NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	
What department is responsible for floodplain management in your jurisdiction?	Engineering Department
Who is your jurisdiction's floodplain administrator? (department/position)	Director of Engineering/Village Engineer
Are any certified floodplain managers on staff in your jurisdiction?	Yes
What is the date of adoption of your flood damage prevention ordinance?	Reviewed MWRD's watershed management ordinance in Fall 2017
When was the most recent Community Assistance Visit or Community Assistance Contact?	2019 was the most recent CAV and recertification. The next recertification is scheduled for 2024.
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	No
Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS Classification? If not, is your jurisdiction interested in joining the CRS program?	Yes, currently working to improve the current classification

NFIP Participation Activities

Maintaining compliance under the NFIP is an important component of flood risk reduction. All planning partners that participate in the NFIP have identified actions to maintain their compliance and good standing. Cook County entered the NFIP on April 15, 1981. Structures permitted or built in the County before then are called “pre-FIRM” structures, and structures built afterwards are called “post-FIRM.” The insurance rate is different for the two types of structures. The effective date for the current countywide FIRM is August 19, 2008. This map is a DFIRM (digital flood insurance rate map).

The communities in Cook County that participate in the NFIP are shown in **Table: NFIP Participating Communities in Cook County** in **Volume I** of the Cook County MJ-HMP.

The NFIP makes federally-backed flood insurance available to homeowners, renters, and business owners in participating communities. The communities in Cook County that participate in the NFIP and their "Policies in Force," "Total Coverage," and "Total Written Premiums" are shown in **Table: Cook County Flood Insurance Policies** in **Volume I** of the Cook County MJ-HMP.

The following are NFIP-related activities completed by our community:

- Our staff provide the following services: permit reviews, GIS, inspections, engineering capability.
- My community's Floodplain Administrator is a Certified Floodplain Manager (CFM).
- My community teaches property owners or other stakeholders about the importance of flood insurance through public outreach events, workshops, and/or seminars.
- Our community enforces local floodplain regulations and monitors compliance.
- Our floodplain development regulations meet or exceed Federal Emergency Management Agency (FEMA) or State minimum requirements.

Substantial Improvement Rule and the Substantial Damage Rule

The IDNR/OWR has developed a model ordinance for floodplain management, which has been adopted by most communities in Illinois. The ordinance includes the minimum requirements an NFIP participating jurisdiction must adopt and enforce, as well as additional higher regulatory requirements. The optional, higher regulatory standards include a minimum one foot of freeboard above the base flood elevation and cumulative tracking of damage repairs and improvements to establish substantial damage and substantial improvement compliance. Some jurisdictions have chosen to exceed the requirements of the model ordinance and have adopted more restrictive ordinances. This is most common in the communities in northeastern Illinois.

Existing Municipal Code:

<https://www.villageofwinnetka.org/222/Flood-Plain-Information>

15.68.020 Definitions

"Substantial damage" means damage of any origin sustained by a building whereby cost to repair the building to its before damaged condition equals or exceeds 50 percent of the market value of the building before the damage occurred, regardless of actual repair work performed. The term includes flood related damages sustained by a building on two separate occasions in a 10-year period, in which the cost of the repairs, on average, equals or exceeds 25 percent of the market value of the building at the time of each such flood event.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or improvement of a building, taken over a 10-year period in which the cost, as substantiated by an executed contract that outlines the entire scope of work, in which the percentage of improvements, figured (cumulatively) by dividing the cost of each improvement by the market value of the building prior to the start of construction of each improvement, equals or exceeds 50 percent.

1. Substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes buildings which have incurred repetitive loss or substantial damage, regardless of the actual work done.

2. The term does not, however, include either:

- a. Any project for improvement of a building to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are solely necessary to assure safe living conditions, or
- b. Any alteration of a historic structure listed on the National Register of Historic Places or the Illinois Register of Historic Places, provided that the alteration will not preclude the building's continued designation as a historic structure.)

15.68.025 Administration and Enforcement

The administration and enforcement of this Chapter shall be in accordance with this Section.

A. No person, firm, corporation, or governmental body shall commence any development activities, including new construction, substantial improvements, and alterations of a watercourse wholly within, partially within or in contact with the floodplains until a floodplain development permit is obtained from the Director. No permit shall be issued by the Director until the requirements of this Code have been met.

15.68.030 Duties of the Director

N. Establish procedures for administering and documenting determinations, as outlined below, of Substantial Improvement and substantial damage made pursuant to Section 15.68.080 of this Code.

- 1. Determine the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building before the start of construction of the proposed work. In the case of repair, the market value of the building shall be the market value before the damage occurred and before any repairs are made.
- 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building, including the cost of volunteer labor and donated materials must be included.
- 3. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building, including the cost of volunteer labor and donated materials must be included.
- 4. Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
- 5. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Village and this Code is required.

15.68.080 Permitting Requirements Applicable to all Floodplain Areas

In addition to the requirements found in Sections 15.68.050, 15.68.060 and 15.68.070 of this chapter for development in flood fringes, regulatory floodways, and SFHA or floodplains where no floodways have been identified (Zones AO, AH, AE, A1--A30, A99, VO, V1-V30, VE, V, M, E or X), § 601 and § 602 of the WMO and the following requirements shall be met:

F. Protecting Buildings. All buildings located within the SFHA, shall be protected from flood damage below the FPE. However, existing buildings located within a regulatory floodway shall also meet the more restrictive appropriate use standards included in Section 15.68.060 of this chapter. These building protection criteria apply to the following situations:

1. New construction or placement of a new building.
2. A substantial improvement to an existing building.
3. Installing a manufactured home on a new site or a new manufactured home on an existing site.
4. A substantially damaged building under repair, the entire building must meet the flood protection standards of this section. Substantial damage shall be figured cumulatively during a 10-year period by comparing the cost to repair the building to its pre-damage condition with the market value of the building immediately prior to the damage, for each event in which the building sustains damage, and adding the percentages of damage for each event.

G. Building Protection Methods. Building protection requirements may be met by one of the following methods.

1. Residential Buildings: In zones A, AO, AH, and AE, the lowest floor, including basement, of new construction of residential buildings, and substantially improved residential buildings, must be elevated to the FPE, and are subject to the more specific additional requirements below:

a. If fill, including grading to redistribute onsite material to alter existing topography, is used as a means of elevation:

i. The fill shall be placed in layers no greater than one foot deep before compaction, must extend at least 20 feet beyond the foundation before sloping below the FPE in lieu of a geotechnical report, and shall meet the requirements of § 602 of the WMO. The fill shall be protected against erosion and scour and shall be composed of clean rock or soil and not include debris or refuse material. The fill shall not adversely affect the flow or surface drainage from or onto neighboring properties.

ii. In order to construct a home with or without a basement, on a permanent landfill, the following equation must be satisfied:

$$\text{Minimum Average Lot Grade} = (\text{FPE}-2') - [(\text{Total Required Side Yard}-12') \times 0.0833].$$

Therefore, if the average lot grade elevation on a site is above the elevation as defined by this equation, then a structure with its lowest floor below the BFE may be constructed. Otherwise, the structure must be protected in accordance with Section 15.68.080.E.2 of this Code.

b. If the building's lowest floor is elevated above ground level with an enclosed or unenclosed area below the lowest floor:

i. The building shall be elevated on piles, walls, columns, or other foundation that is permanently open to floodwaters.

ii. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of

two (2) permanent openings shall be provided on at least two walls located below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

iii. All electrical lines, switches, receptacles, and fixtures must be located above the FPE except to the minimum extent required by applicable building or life-safety codes. Any switches, receptacles, and/or fixtures required by applicable building or life-safety codes to extend below the FPE shall be rated, or located in enclosures rated, for prolonged submersion.

iv. The building, foundation, and supporting members shall be adequately anchored to prevent flotation, collapse, or lateral movement of the building resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and be designed so as to minimize exposure to current, waves, ice, and floating debris.

v. All building components below the FPE shall be constructed of materials resistant to flood damage.

vi. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the FPE provided they are waterproofed.

vii. The area below the FPE shall be used solely for parking, storage, or building access and not later modified or occupied as habitable space.

2. Nonresidential Buildings: In zones A, AO, AH, and AE, the lowest floor (including basement) of new construction of nonresidential buildings, and substantial improvement of nonresidential buildings, must either (1) be elevated to or above the FPE, subject to the more specific additional requirements of Sections 15.68.080.G.1.a through 15.68.080.G.1.b above; or (2) be structurally dry-floodproofed, provided a Registered P.E. or architect has developed and/or reviewed the structural design, specifications, and plans for construction, and the Registered P.E. or architect submits a FEMA Floodproofing Certificate, certifying that the design and methods of construction are in accordance with accepted standards of practice for meeting the requirements of ASCE 24-14, and the following conditions:

a. Below the FPE, the building and attendant utility and sanitary facilities shall be watertight with walls substantially impermeable to the passage of water and structural components capable of resisting hydrostatic and hydraulic loads and the effects of buoyancy.

b. The building design shall take into account flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy and impacts from debris or ice.

c. Floodproofing measures shall be incorporated into the building design and shall be operable without human intervention and without an outside source of electricity.

d. The building, utility, and sanitary facilities' design and construction will prevent the effect of sewer backup into the building.

e. For purposes of this subsection, levees, berms, floodwalls and similar works are not considered floodproofing.

3. In a coastal high hazard area (zone VE) and in any area of zone AE designated as a moderate wave action area, the building protection requirements of this Section 15.68.080E. must be met according to the following criteria:

- a. All new construction and substantial improvements shall be elevated on pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the FPE, and the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components.
 - i. Water loading values used shall be those associated with the base flood.
 - ii. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or other equivalent standard.
- b. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 15.68.080.E.4.a.
- c. All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
 - i. A breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot.
 - ii. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:
 - a) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or equivalent standard.
- c. All space enclosed by breakaway walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking of vehicles, building access, or storage.

TABLE: COMMUNITY CLASSIFICATIONS			
	Participating?	Classification	Date Classified
Community Rating System	Yes	6	6/2019
Building Code Effectiveness Grading Schedule	Yes	9/10	1/24/2024

Public Protection/ISO	Yes	3	5/2019
StormReady	Yes	Gold (Countywide)	2014
Tree City USA	Yes	N/A	2024

Opportunities to Expand and Improve Capabilities

Opportunities to expand and improve capabilities include:

We are in the process of improving building codes and standards. In addition, the Village has currently adopted and is expanding its Stormwater Master Plan.

Plan Integration

The capability assessment describes opportunities to "link" or integrate the mitigation plan into other planning mechanisms. The process and mechanism to identify opportunities to integrate the Cook County MJ-HMP into other planning mechanisms will occur during the Annual Update Process and be reflected in the Jurisdictional Annual Report each year. Specific plan integration opportunities will include:

- The hazards, goals, and actions of the Hazard Mitigation Plan will be considered in the next update of the Comprehensive Plan.
- The goals and actions of the Hazard Mitigation Plan will be considered in the next capital improvement planning process.
- The hazards, goals, and actions of the Hazard Mitigation Plan will be considered in the next update of the jurisdiction's land use plans, zoning, and subdivision codes.

Emergency Plan Integration:

Cook County EMRS is supporting communities to develop and update their respective Emergency Operations Plans, Continuity of Operations Plan/Continuity of Government Plan, and Recovery Plan in 2024. This is an ongoing countywide initiative and is being implemented in all municipalities.

Emergency Operations Plan (EOP)

An EOP template was created for all municipalities. The 2019 Cook County MJ-HMP and the hazards in the mitigation plan have been integrated into the Situation and Assumptions section of the EOP. Within that section, the natural hazards based on the 2019 MJ-HMP were added in the Initial Analysis and Assessment and Identification of Hazards section of the EOP. The hazards in the 2019 plan and the 2024 MJ-HMP did not change apart from adding wildfires for the Forest Preserve and unincorporated areas of the County. Future updates of the EOP will take into consideration any additional new natural hazards that are added to subsequent updates to the MJ-HMP.

Continuity of Operations Plan (COOP)

The Continuity of Operations Plan (COOP) for the municipality includes a Situation section that is based on the 2019 Cook County MJ-HMP jurisdictional annex, and specifically the hazards identified in the annex. The COOP-specific risk assessment is hazard-specific and based on likelihood of occurrence and severity of impact.

Recovery Plan

The goals of the Recovery Plan were developed to align with the 2019 Cook County MJ-HMP, and specifically prioritizes the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the

environment. The plan acknowledges that hazard mitigation is an important priority and consideration during the rebuilding process.

Jurisdiction-Specific Natural Hazard Event History

The information provided below was solicited from the jurisdiction and supported by NOAA and other relevant data sources.

The *Natural Hazard Events Table* lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: 25 (25 Single Family)
- Number of FEMA-Identified Severe Repetitive Loss Properties: 0
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: 0

Federal Disasters Declared

Disaster Declaration Number	Date Declared	Event
DR-227	4/25/1967	Tornado
DR-351	9/4/1972	Flood
DR-373	4/26/1973	Flood
DR-509	6/18/1976	Severe Storm(s)
DR-643	6/30/1981	Severe Storm(s)
DR-776	10/7/1986	Flood
DR-798	8/21/1987	Flood
DR-997	7/9/1993	Flood
DR-1129	7/25/1996	Severe Storm(s)
DR-1188	9/17/1997	Severe Storm(s)
DR-1729	9/25/2007	Severe Storm(s)
DR-1800	10/3/2008	Severe Storm(s)
DR-1935	8/19/2010	Severe Storm(s)
DR-1960	3/17/2011	Snow
EM-3068	1/16/1979	Snow
EM-3134	1/8/1999	Snow
EM-3161	1/17/2001	Snow
EM-3230	9/7/2005	Hurricane – Katrina Evacuation
EM-3435	3/13/2020	Biological
DR-4116	5/10/2013	Flood
DR-4489	3/26/2020	Biological
DR-4728	8/15/2023	Severe Storm(s)
DR-4749	11/20/2023	Flood

State Disaster Declarations

Date Declared	Event
7/26/2010	Severe Storms, High Winds, Torrential Rain
1/31/2011	Winter Weather

4/25/2011 5/25/2011	High Wind, Tornadoes, Torrential Rain
4/18/2013 4/20/2013 4/21/2013 4/25/2013 4/30/2013	Severe Storms, Heavy Rainfall, Flooding, Straight-line Winds
1/6/2014	Heavy Snowfall, Frigid Temperatures
7/12/2017 7/14/2017	Thunderstorms, Heavy Rainfall, Flooding
1/29/2019	Winter Storm
2/6/2020	Severe Storms
3/12/2020 – present (reissued monthly)	COVID-19
2/16/2021	Winter Storms
2/1/2022	Winter Storms
8/1/2022 (reissued monthly through 10/28/2022)	Monkeypox

TABLE: NATURAL HAZARD EVENTS			
Type of Event	FEMA Disaster Number (if applicable)	Date	Preliminary Damage Assessment/ Event Narrative
Severe Storm/Flooding		6/21/2014	Winnetka measured 2.19 inches of rain in 55 minutes
Severe Storm/Flooding	DR-4116	4/2013	6.23 inches near Winnetka
Strong Wind		7/2012	Power lines were blown down on Sheridan Street in Winnetka.
Severe Storm/Flooding		7/23/2011	In Winnetka, numerous streets were flooded and impassible with stranded and submerged vehicles. Basement flooding was widespread. A sink hole developed near a large hackberry tree and the water rushing into the hole resembled a small waterfall. The tree began to lean over and was eventually cut down. The Winnetka Golf Club's 18 hole course was closed for 10 days due to flooding and is part of a floodplain, which is expected to provide stormwater detention after heavy rain.

Severe Storm/Flooding	9325781	6/2011	-
Severe Winter Storm	9314001	2/2011	-
Severe Winter Storm	DR-1960	1/2011	-
Strong Wind		3/10/2009	Power lines were blown down on Sheridan Street in Winnetka.
Severe Storm	DR-1800	9/2008	-
Windstorm	DR-1929	8/2007	-
Severe Storm/Flooding	152870	8/2001	-
Severe Winter Storm	EM-3134	1/1999	-
Severe Storm/Flooding	DR-798	8/1987	-
Severe Storm/Flooding	DR-776	9/1986	-
Severe Winter Storm	EM-3068	1/1979	-

Jurisdiction-Specific Hazards: Vulnerabilities and Impacts

Hazards that represent a county-wide risk are addressed in the Risk Assessment section of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan Update. This section only addresses the hazards and their associated impacts that are **relevant** and **unique** to the municipality.

Flood: The Village has experienced impassable streets and residential flooding (especially in the west section of the Village). The area in the floodplain (around gold club) is particularly susceptible to flooding but can also be used for stormwater retention. Basements can be flooded and residents need to be educated on when and how best to seek shelter. A large portion of the Village falls within mapped FEMA floodplains.

Wind/Tornado: Above ground power lines are susceptible to winds. Shelter plans must consider the impact of the winds on the power grid. 13.6% of the residents are 65 and over and need a safe place during an extended power outage.

Dam/Levee Failure: While none has occurred, a structural failure at the Skokie Lagoon Dam could impact the area.

Drought: While no drought has occurred for a substantial period, water quality and increasing temperatures are a concern for the community.

Severe Weather: The Village has a large residential population. The Village also has a large amount of trees. The Village additionally has a significant amount of overhead power lines that are subject to extreme weather.

Tornado: The Village has a large residential population. The Village also has its own water and electrical distribution facilities that could be impacted by severe weather.

Severe Winter Weather: The Village has a large residential population. The Village also performs snow removal operations. The Village has electrical and water distribution systems that can be affected by severe weather.

Wildfire (Wildfire Smoke): The Village is adjacent to Cook County Forest Preserve that could be affected by a wildland fire within the forest preserve area.

Indicator	Number	Percent
Families in poverty	65	1.4%
People with disabilities	829	4.9%

People over 65 years	2,965	17.3%
People under 5 years	1,367	8%
People of color	1,695	9.9%
Black	28	0.2%
Native American	0	0%
Hispanic	421	2.5%
Difficulty with English	123	0.8%
Households with no car	154	2.6%
Mobile homes	18	0.3%

Data are from the U.S. Census Bureau, American Community Survey. See methods for more information.

The community evaluated whether vulnerability, and subsequently the potential impacts, in hazard-prone areas had increased, decreased, or remained the same for each natural hazard identified in this Hazard Mitigation Plan. Climate change, infrastructure expansion, and economic shifts that can affect vulnerability were considered. For example, if planned development is in an identified hazard area or is not built to the updated building codes, it may increase the community's vulnerability to future hazards and disasters. On the other hand, if development occurred with mitigation practices in place, the vulnerability may have remained the same or decreased. Additionally, shifting demographics were taken into consideration when assessing development trends.

Jurisdiction-Specific Climate Change Vulnerability and Impacts

The table below outlines if climate change, as assessed by the local planning team, has increased or decreased the municipality's vulnerability/exposure, and thereby the potential impacts, to each natural hazard over the past five (5) years (**Current Vulnerability**), and the effect of climate change in the future probability of occurrence and impacts (**Future Vulnerability**) from each natural hazard.

Future studies are needed to better understand the impact of climate change on the community's assets.

Hazard	Vulnerability
Current Vulnerability	
Dam and Levee Failure	Remained the Same
Drought	Remained the Same
Earthquake	Remained the Same
Flood (Riverine, Urban, Shoreline)	Increased
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Increased
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Increased
Tornado	Increased
Wildfire (Wildfire Smoke)	Remained the Same

Hazard	Vulnerability
Future Vulnerability	
Dam and Levee Failure	Increase
Drought	Increase
Earthquake	Unknown
Flood (Riverine, Urban, Shoreline)	Increase

Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Increase
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Increase
Tornado	Increase
Wildfire (Wildfire Smoke)	Unknown

Jurisdiction-Specific Changes (or Expected Changes) in Development Trends in Hazard-Prone Areas

The table below outlines if development, as assessed by the local planning team, over the past five (5) years (**Current Vulnerability**) has increased or decreased the jurisdiction's vulnerability / exposure, and thereby the potential impacts, to these natural hazards, and the anticipated effects changes in development may have on the future probability of occurrence and impacts (**Future Vulnerability**) from these natural hazards.

Hazard	Vulnerability
Current Vulnerability	
Dam and Levee Failure	Remained the Same
Drought	Remained the Same
Earthquake	Remained the Same
Flood (Riverine, Urban, Shoreline)	Remained the Same
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Remained the Same
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Remained the Same
Tornado	Remained the Same
Wildfire (Wildfire Smoke)	Remained the Same

Hazard	Vulnerability
Future Vulnerability	
Dam and Levee Failure	No Change is Anticipated
Drought	No Change is Anticipated
Earthquake	No Change is Anticipated
Flood (Riverine, Urban, Shoreline)	No Change is Anticipated
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	No Change is Anticipated
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	No Change is Anticipated
Tornado	No Change is Anticipated
Wildfire (Wildfire Smoke)	No Change is Anticipated

Our community does not anticipate future major assets may be exposed or vulnerable to any of the natural hazards identified in this Hazard Mitigation Plan. Any new assets (e.g., new construction in hazard prone areas) will be constructed to adhere to the latest building codes and standards, and mitigation to protect them from identified and anticipated hazards, especially those that are expected to increase due to climate change.

Hazard Risk Ranking

The *Hazard Risk Ranking Table* below presents the ranking of the hazards of concern. Hazard area extent and location maps are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

TABLE: HAZARD RISK RANKING	
Rank	Hazard Type
1	Flood
2	Severe Weather
3	Severe Winter Weather
4	Tornado
5	Earthquake
6	Drought
7	Dam Failure

New Mitigation Actions

The following are new mitigation actions created during the 2024 update.

Action W-6.20

Mitigation Action #20: Improve Stormwater Management Planning					
Lead Agency/Department Organization: Administration	Supporting Agencies/Organizations: Winnetka Park District, School District 36, New Trier High School	Estimated Cost: High	Potential Funding Source: General Fund State Special Funds Hazard Mitigation Grant Program (HMGP) Flood Mitigation Assistance (FMA) Program Community Development Block Grant (CDBG) FEMA Public Assistance (PA)	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline)
Year Initiated		2024			
Applicable Jurisdiction		Village of Winnetka			
Applicable Goal		1,2,3,4,5,6			
Applicable Objective		1,2,3,4,5,6,8,9,11,13			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		High			

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Improve Stormwater Management Planning
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	N

Ongoing Mitigation Actions

The following are ongoing actions with no definitive end or that are still in progress. During the 2024 update, these "ongoing" mitigation actions and projects were modified and/or amended, as needed.

Action W-6.1

Mitigation Action #1: Works towards completion of storm water improvements to mitigate flooding.					
Lead Agency/Department Organization: Department of Public Works	Supporting Agencies/ Organizations:	Estimated Cost: \$45,000,000; Medium	Potential Funding Source: BRIC, HMGP, FMA, Storm Water Utility Fee	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Severe Weather, Flooding
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1,2,3				
Applicable Objective	1, 2, 3, 6, 8, 9				
Cost Analysis (Low, Medium, High)	High				

Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Improvements were made to the northwest corner of the Village that had a positive impact on storm water runoff. The Village to work with the Park District, Cook County and our school districts to finalize a plan for storm water control.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O 2020: Moving forward with the design of Phase I & Phase II flooding mitigation plans in 2021. 2021: Moving forward with construction on downstream storage in 2022 2022: Started construction on stormwater storage north of Willow Park District property and the Duke Child's Field. Started design of Crow Island stormwater storage. 2023: Completion of the stormwater storage project North of Willow Storage Facility and continue with the construction of Hibbard Stormwater Wetland Storage. Moving forward with the construction of the Crow Island stormwater project in 2024.

Action W-6.2

Mitigation Action #2: Encourage the burying of electrical service lines underground to protect from weather events.					
Lead Agency/Department Organization: Electric Department	Supporting Agencies/ Organizations:	Estimated Cost: \$54,700,000; High	Potential Funding Source: Capital Improvement Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1,2,3				
Applicable Objective	1,10				

Cost Analysis (Low, Medium, High)	High
Priority and Level of Importance (Low, Medium, High)	Medium
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Lines are buried when possible. No action has been taken thus far.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action W-6.4

Mitigation Action #4: Develop a communications link with Cook County Forest Preserve District to alert Winnetka in the event of a structural concern regarding the Skokie Lagoon Dam.					
Lead Agency/Department Organization: Public Works	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Severe Weather, Flooding, Dam Failure
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1,2,3				
Applicable Objective	2, 5, 8				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Low				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				

Action/Implementation Plan and Project Description:	Our Public Works Director has been in constant contact with the CCFPD as part of their storm water discussions. This has lend itself to a good contact for the CCFPD.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action W-6.10

Mitigation Action #10: Update shelter plans for extreme weather conditions.					
Lead Agency/Department Organization: Fire Department	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: On-going	Hazard(s) Mitigated: Severe Weather, Severe Winter Weather, Tornado
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1,2,3				
Applicable Objective	6, 8				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Recently work with schools on their secondary evacuation areas when the weather is inclement. For our recent Music Festival, we activated cooling shelters.				
Actual Completion Date or Ongoing Indefinite					

Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O 2021: An emergency shelter plan has been created for highly populated events in our commercial area. 2022: Continued shelter plans for major events, such as Winnetka Music Fest, 4th of July parade and fireworks, etc. 2023: Continued shelter plans for major events.
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Action W-6.11

Mitigation Action #11: Develop an educational program to inform residents on how to prepare for severe weather events.					
Lead Agency/Department Organization: Multiple Departments	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Severe Weather, Severe Winter Weather, Tornado, Drought
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1, 2, 6				
Applicable Objective	1, 6, 8, 11				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Low				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				
Action/Implementation Plan and Project Description:	We are in the process of implementing a new software (Acella) that will allow residents to report issues related to weather events. As part of this rollout, we will include an educational piece.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority	O 2020: Information on flood mitigation is now located on the Village's website.				

Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	2021: Website is maintained with mailings and media added in 2021. 2022: Program continued. 2023: Program continued.
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Action W-6.13

Mitigation Action #13: Where appropriate, support retrofitting, purchasing, or relocating structures in hazard-prone areas to prevent future damage. Give priority to properties with exposure to repetitive losses.					
Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: FEMA Hazard Mitigation Grants, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term (depending on funding)	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1,2,3				
Applicable Objective	7,13				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed;	O 2020: On-going as opportunities present themselves. 2021: Grant funding for one property to be demolished in the flood plain. 2022: One property acquired by Village of Winnetka to be demolished and converted into open space in 2023.				

R = Want Removed from Annex; X = No Action Taken/Delayed	2023: Acquired property has been demolished and converted into open space.
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Action W-6.14

Mitigation Action #14: Where feasible, implement a program to record high water marks following high-water events.					
Lead Agency/Department Organization: Public Works	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund: FEMA Public Assistance (PA)	Estimated Projected Completion Date: Long Term	Hazard(s) Mitigated: Flooding, Severe Weather
Year Initiated	2014				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1,2,5				
Applicable Objective	3,6,9				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	This action is taken by our Public Works Department during any major rain event.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action W-6.15

Mitigation Action #15: Integrate the hazard mitigation plan into other plans, programs, or resources that dictate land use or redevelopment.					
Lead Agency/Department Organization: Community Development	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Winnetka			
Applicable Goal		1,5			
Applicable Objective		3,4,6,10,13			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Any new structure is required to provide some storm water retention that will help reduce runoff.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O Status Description: 2021 Village will incorporate MJ-HMP into Comprehensive plan being developed in 2022 2022: Comprehensive plan adoption in process for 2023 2023: Completion and adoption of the comprehensive plan by the Village Council.			

Action W-6.16

Mitigation Action #16: Actively maintain and clear the critical waterways and overflow routes within the village

Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: \$10,000 Annually	Potential Funding Source: BRIC, HMGP, FMA	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flooding
Year Initiated	2018				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1				
Applicable Objective	1, 9				
Cost Analysis (Low, Medium, High)	Low—The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Eliminates debris to allow flow of water during flooding events High—Project will provide an immediate reduction of risk exposure for life and property.				
Action/Implementation Plan and Project Description:	Work will consist of the regular trimming of vegetation and removal of natural obstructions within critical waterways and overland flow routes within the Village of Winnetka. This work shall also include the re-establishment of these critical flow routes after major weather events to ensure their reliability.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O 2020: These areas are maintained as part of the annual maintenance program for critical drainage ditches and swales. 2021: Continue with previous program. 2022: Continue with previous program. 2023: Continue with previous program.				

Action W-6.17

Mitigation Action #17: Implement the Hibbard Road Forest Preserve Wetland and Duke Childs Stormwater Management Project

Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: \$25,903,340	Potential Funding Source: BRIC, HMGP, FMA	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flooding
Year Initiated	2019				
Applicable Jurisdiction	Village of Winnetka				
Applicable Goal	1				
Applicable Objective	2, 8, 9				
Cost Analysis (Low, Medium, High)	High—Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Increased stormwater storage to reduce flooding for New Trier High School and Western/Southwestern sections of the Village of Winnetka. High—Project will provide an immediate reduction of risk exposure for life and property.				
Action/Implementation Plan and Project Description:	The Village of Winnetka is working with New Trier High School District 203 to establish an intergovernmental agreement to allow the Village to implement stormwater improvements on Duke Childs field. This agreement will guide future stormwater improvements at Duke Childs field. This project includes underground stormwater storage and a water quality facility on Duke Childs field which will help limit flooding for New Trier High School and the Southwestern/Western sections of Winnetka. This project will also include improvements to stormwater management and water quality monitoring on 74 acres of Cook County Forest Preserve land north of Winnetka Avenue and west of Hibbard Road.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed;	O 2020: Completing design for mitigation in 2021. 2021: Construction to commence in Spring 2022. 2022: Construction began Spring 2022 and continues into 2023.				

R = Want Removed from Annex; X = No Action Taken/Delayed	2023: Construction commenced in 2023, project to be substantially completed in 2024.
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Action W-6.19

Mitigation Action #19: Implement Crow Island Stormwater Management project.					
Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: \$7,000,000	Potential Funding Source: BRIC, HMGP, FMA	Estimated Projected Completion Date: 2026	Hazard(s) Mitigated: Flooding
Year Initiated		2022			
Applicable Jurisdiction		Village of Winnetka			
Applicable Goal		1,2,3,4,5,6			
Applicable Objective		1, 2, 9			
Cost Analysis (Low, Medium, High)		Medium—The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Flood protection Medium—Project will have a long-term impact on the reduction of risk exposure for life and property, or project will provide an immediate reduction in the risk exposure for property.			
Action/Implementation Plan and Project Description:		Stormwater management and flood mitigation project in southwest Winnetka residential area. Project consists of providing an underground stormwater storage. Project includes installation of box culverts, replacement of various water main sections, sanitary sewers, and storm sewers.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed;		O Status Description: Stormwater management and flood mitigation project in southwest Winnetka residential area. Project consists of providing an underground stormwater storage. Project includes installation of box culverts, replacement of various water main sections, sanitary sewers, and storm			

R = Want Removed from Annex; X = No Action Taken/Delayed	sewers.
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Completed Actions

Completed Mitigation Actions - An archive of all identified and completed projects, including completed actions since 2014.

Completed Action Items
Encourage storm water detention and runoff through code enhancements.
Update Emergency Operations Plans.
Continue to support the implementation (Countywide actions), monitoring and updating of the Plan as defined in Volume I.
Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts.
Once CRS classification is confirmed, Village will maintain/enhance that classification through its existing floodplain management program.
Work with all schools on severe weather drills.
Monitor water conservation initiatives in the event of drought conditions.

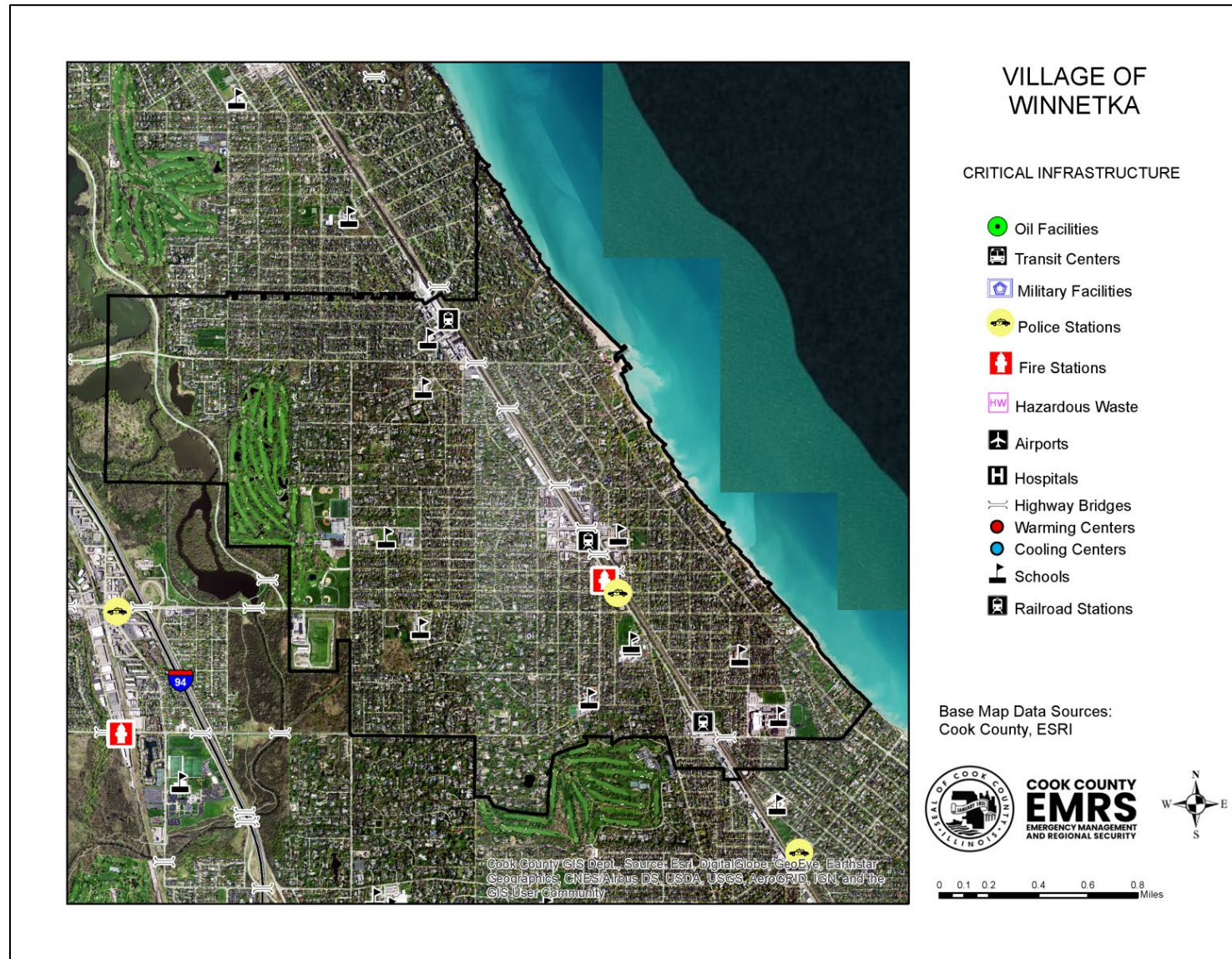
Future Needs to Better Understand Risk/Vulnerability

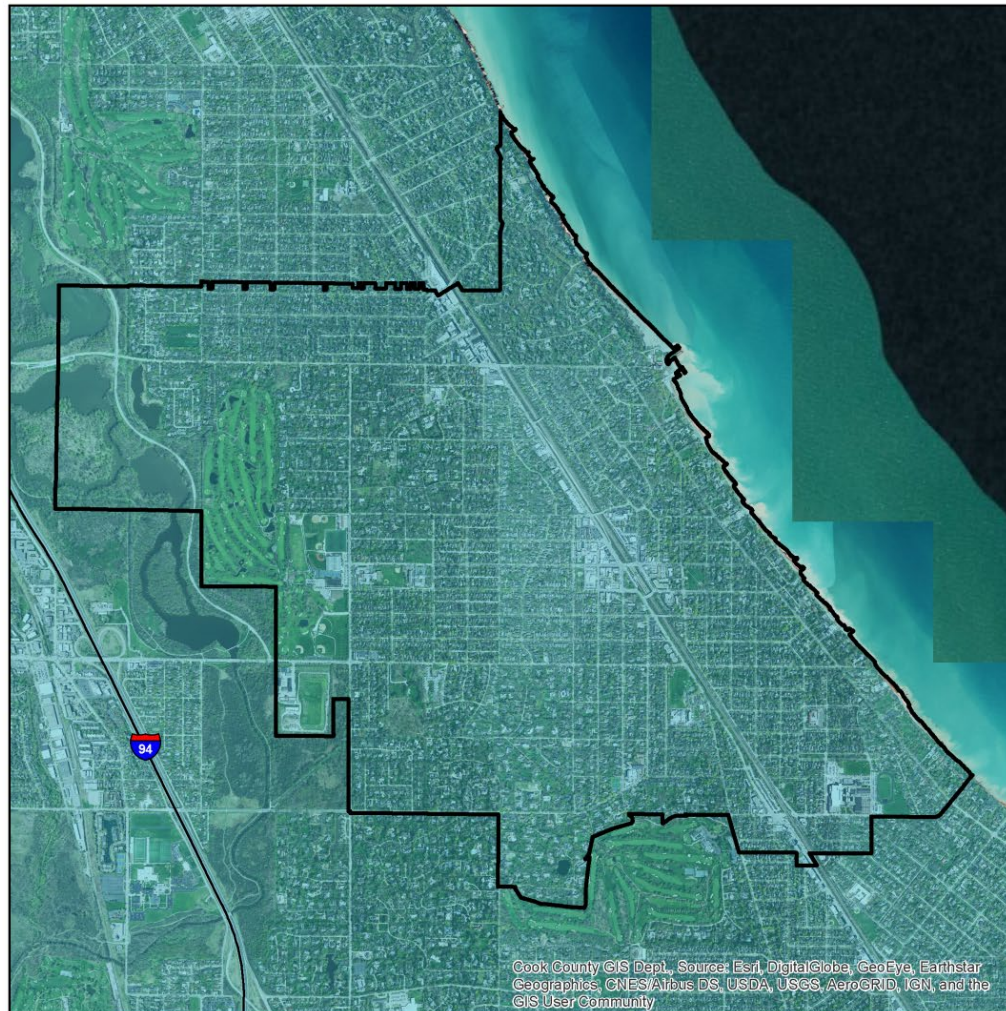
Continue to pursue grant funding for additional phases of stormwater project.

Additional Comments

No additional comments at this time.

Hazard Mapping





VILLAGE OF WINNETKA

PEAK GROUND ACCELERATION FOR A 100 YEAR EARTHQUAKE EVENT

Mercalli Scale, Potential Shaking

II-III Weak

Data provided by the USGS Earthquake Hazards Program and Cook County.

Probabilistic seismic-hazard maps were prepared for the conterminous United States for 2014 portraying peak horizontal acceleration and horizontal spectral response acceleration for 0.2- and 1.0-second periods with probabilities of exceedance of 10 percent in 50 years and 2 percent in 50 years. All of the maps were prepared by combining the hazard derived from spatially smoothed historical seismicity with the hazard from fault-specific sources. The acceleration values contoured are the random horizontal component. The reference site condition is firm rock, defined as having an average shear-wave velocity of 760 m/s in the top 30 meters corresponding to the boundary between NEHRP (National Earthquake Hazards Reduction program) site classes B and C.

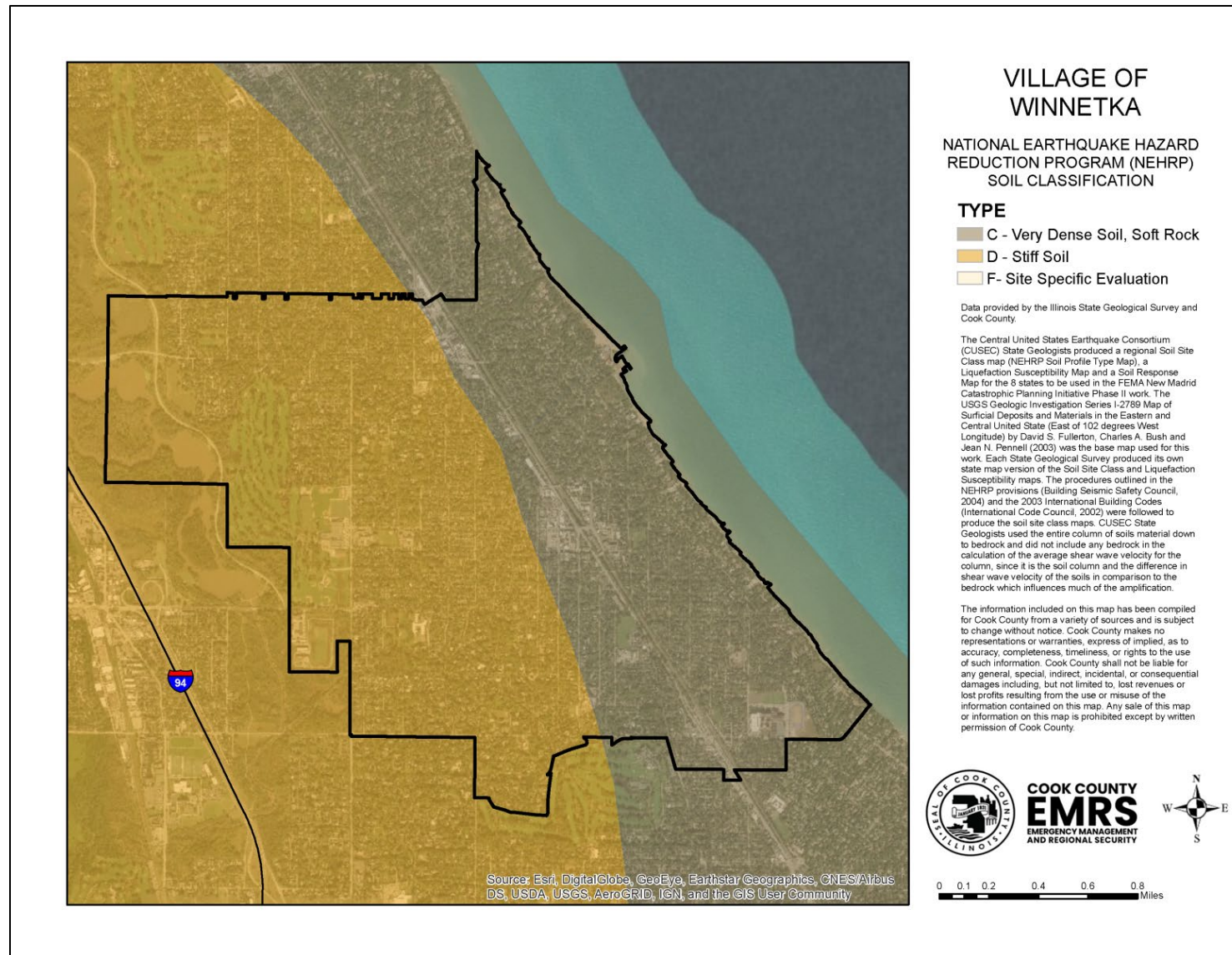
The information included on this map has been compiled for Cook County from a variety of sources and is subject to change without notice. Cook County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. Cook County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of Cook County.



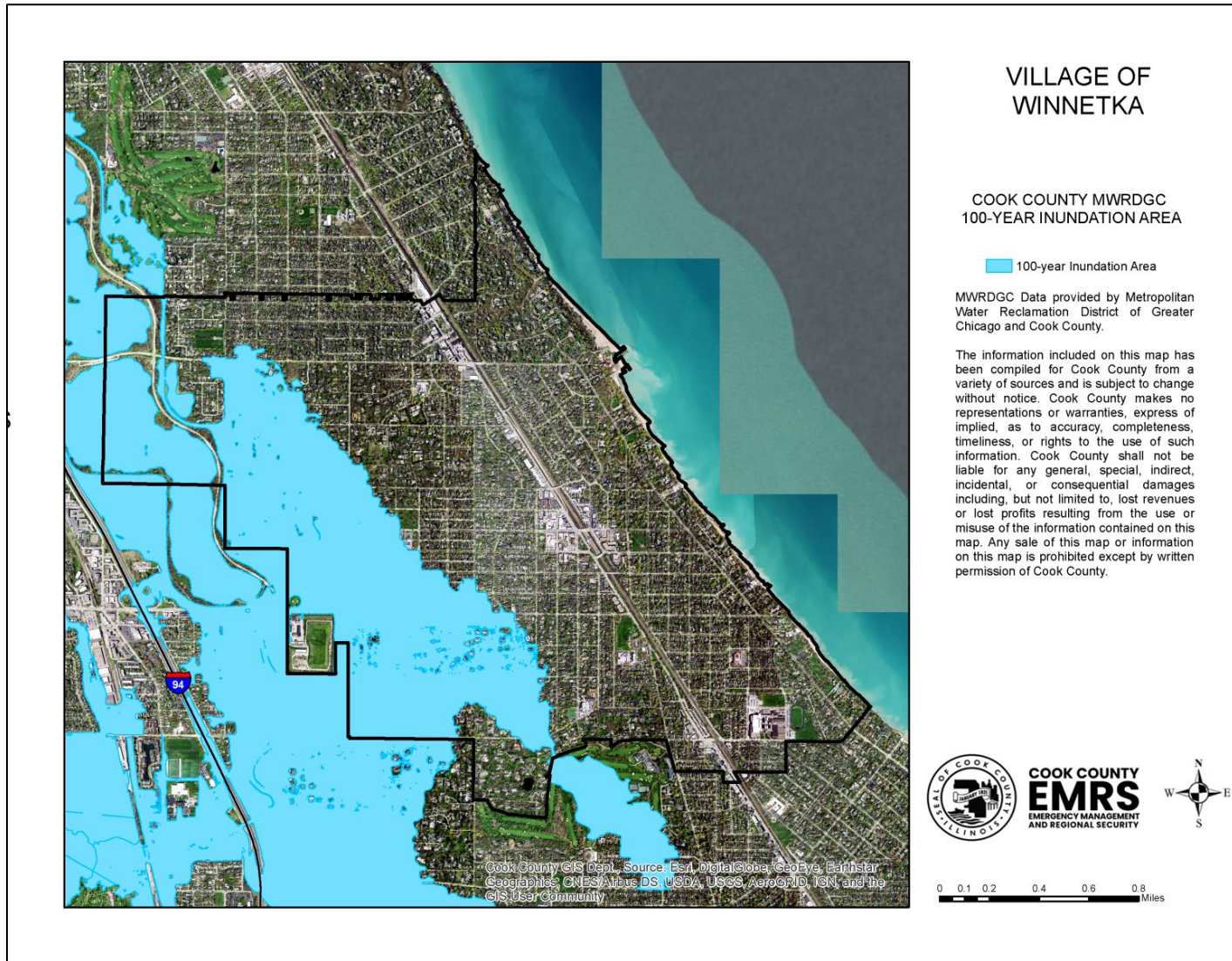
COOK COUNTY
EMRS
EMERGENCY MANAGEMENT
AND REGIONAL SECURITY

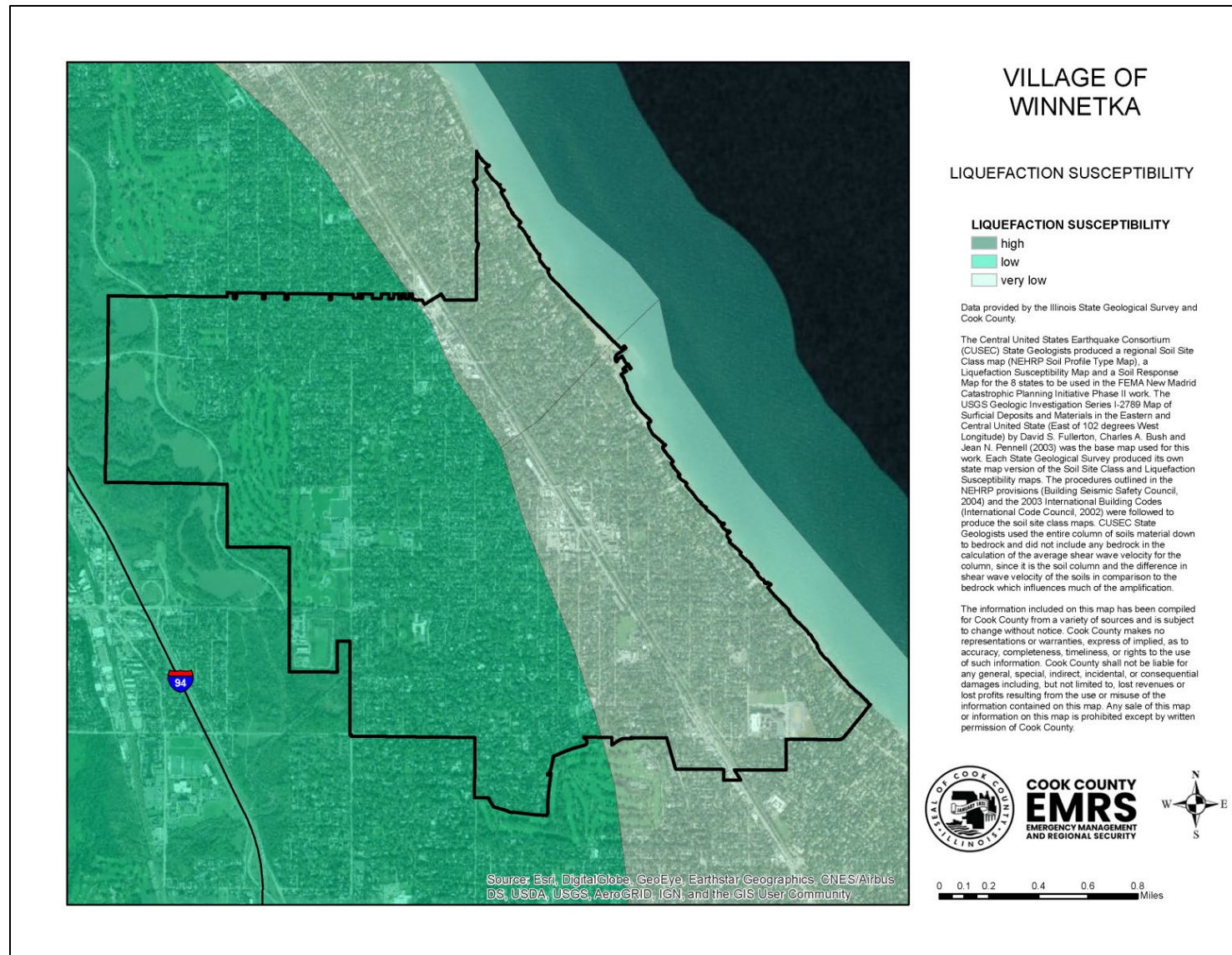


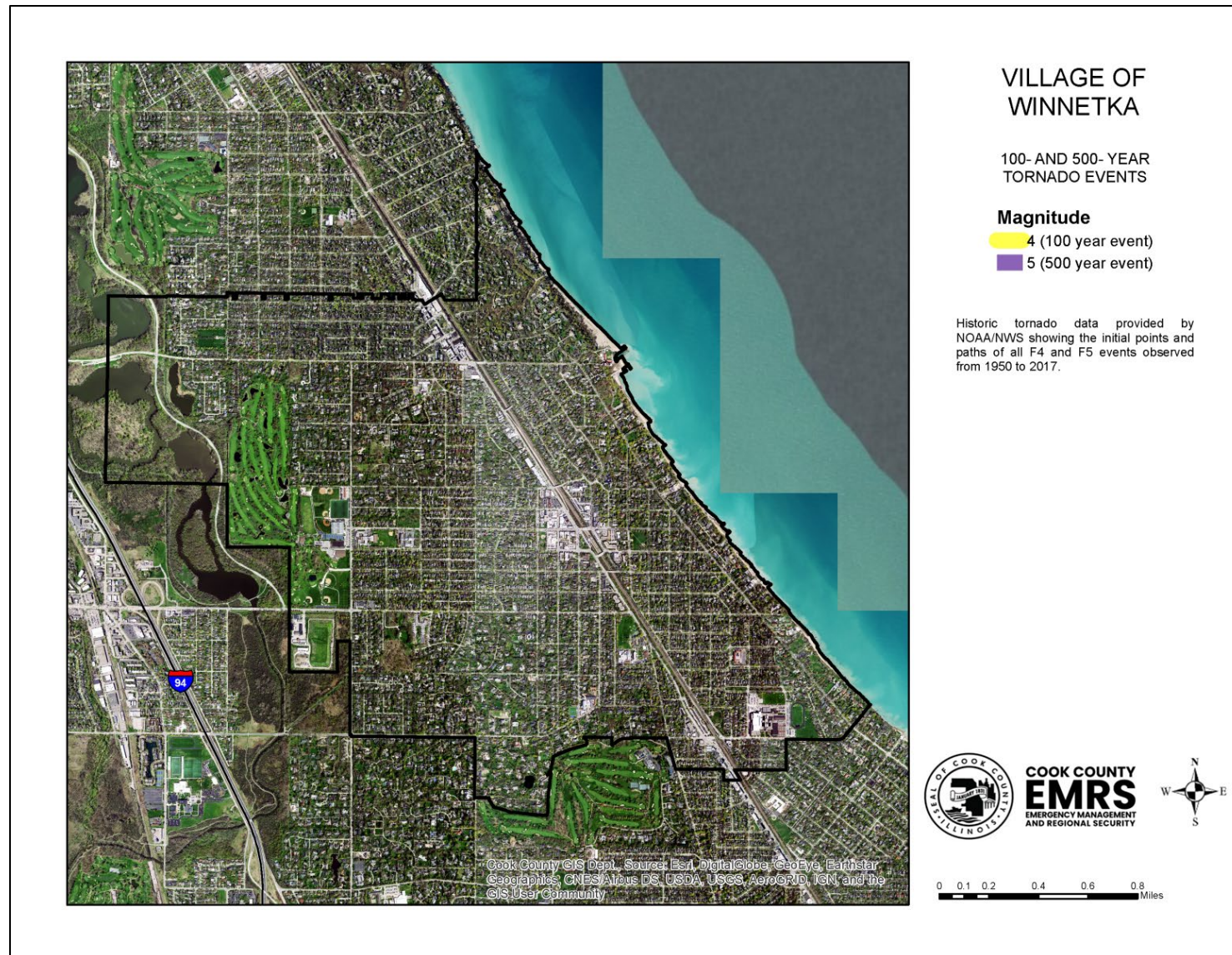
0 0.1 0.2 0.4 0.6 0.8 Miles



DISCLAIMER: The Cook County MWRDGC 100-year Inundation Map is provided to show general flood risk information regarding floodplains and inundation areas. This map is not regulatory. Official FEMA Flood Insurance Study information and regulatory maps can be obtained from <http://www.fema.gov>.









Agenda Item Executive Summary

TITLE: Resolution No. R-77-2024: Waiving Bidding and Approving a Contract with Okeh Electric Company for Electrical Services at the Winnetka Pump Station (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: October 15, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village has been operating the Winnetka Avenue flood control pumping station as it exists today in the Hibbard Road Forest Preserve since 2013. The existing pumps use across-the-line motor starters that tend to create voltage drops in the power supply. It is desired to replace the starters on the two most frequently used pumps with reduced voltage solid-state starters to alleviate this issue. Once installed, staff will continue to monitor the pump station for the possible addition of two more starters for the other two pumps.

EXECUTIVE SUMMARY:

On August 13, 2024, the Village solicited a proposal from Okeh Electric Company to replace the across-the-line motor starters at the Winnetka Storm Water pump station, for pump nos. 1 and 2 with reduced voltage solid-state starters. Okeh Electric was the electrician who performed the most recent Winnetka Avenue flood control pump station upgrades in 2013 and was recently the electrician on the Village's North of Willow Stormwater Management Project for repurposing the Ash Street pumping station, and on the Crow Island Storage and Conveyance Project for construction of the new Mt. Pleasant Street stormwater pumping station.

Okeh Electric Company provided the attached proposal in the amount of \$55,270, dated October 2, 2024. The Village's engineering consultant, Strand Associates, Inc. reviewed the proposal and finds it meets the requested specifications and is close to the engineer's opinion of probable cost of \$50,000.

Due to Okeh Electric's familiarity with the Winnetka Pump Station, and in consideration of their successful performance to date, the Engineering Department is requesting to wave the bidding process.

Project Cost / Source of Funds

The Village anticipated the installation of these starters as part of the approved FY 2024 budget. The costs for the equipment replacement will be paid for from the approved Storm Water Sewer Fund; from the Operations and Maintenance section; Account 580.75.01-567. The approved budget originally anticipated a budget of \$100,000 for this project.

Okeh Electric Company Total Contract: \$55,270

Contract Discussion

The Engineering Department has reviewed the proposal and has confirmed it reflects the desired improvement within the budgeted amount. For these reasons, staff is recommending that the Village Council consider approving Resolution No. R-77-2024 awarding a contract with Okeh Electric Company for a price not to exceed \$55,270.

RECOMMENDATION:

Consider adopting Resolution No. R-77-2024, waiving the bidding process and approving a contract with Okeh Electric Company, to replace the across-the-line motor starters at the Winnetka Storm Water pump station, for pump nos. 1 and 2, with reduced voltage solid-state starters for an amount not to exceed \$55,270.

ATTACHMENTS:

1. Resolution No. R-77-2024: Waiving Bidding and Approving a Contract with Okeh Electric Company for Electrical Services at the Winnetka Pump Station

RESOLUTION NO. R-77-2024

**A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH
OKEH ELECTRIC COMPANY FOR ELECTRICAL SERVICES
AT THE WINNETKA PUMP STATION**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village has operated a flood control pumping station in the Hibbard Road Forest Preserve since 2013 ("***Winnetka Pump Station***"); and

WHEREAS, the existing pumps at the Winnetka Pump Station use across-the-line motor starters that create voltage drops in the power supply; and

WHEREAS, the Village has determined that the starters on the two most frequently used pumps at the Winnetka Pump Station should be replaced with reduced voltage solid-state starters to alleviate the issue; and

WHEREAS, the Village is seeking a contractor to install the new starters for the two pumps at the Winnetka Pump Station ("***Services***"); and

WHEREAS, Okeh Electric Company ("***Contractor***") has previously provided electrical services for the Village including: (i) performing the most recent Winnetka Avenue flood control pump station upgrades in 2013, (ii) repurposing the Ash Street pump station for the North of Willow Stormwater Management Project, and (iii) constructing the Mt. Pleasant Street stormwater pump station for the Crow Island Storage and Conveyance Project; and

WHEREAS, the Village has appropriated funds for the procurement of the Services; and

WHEREAS, due to the Contractor's knowledge and expertise of the Winnetka Pump Station and other various Village pump stations, the Village requested a proposal from the Contractor for the performance of the Services and the Contractor submitted a proposal in an amount not to exceed \$55,270.00; and

WHEREAS, the Village Council desires to enter into a contract with the Contractor for the Services in a total amount not to exceed \$55,270.00 ("***Contract***"); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract with the Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract between the Village and the Contractor will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 14th day of October 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

October 15, 2024

R-77-2024

EXHIBIT A
CONTRACT

OKEH ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

825 University Drive
Arlington Heights, Illinois 60004

P (847) 577-7744

F (847) 577-7764

October 2, 2024

Mr. Mike Waldron

Strand and Associates, Inc.

RE: REVISION 2 - CPR 001 HIBBARD PRESERVE STORMWATER MANAGEMENT SYSTEM

SCOPE: Furnish and install electric per site meeting and request with inclusions and exclusions.

INCLUSIONS:

- Removal of existing starters for pump 1 and pump 2.
- Furnish and install (2) SMC-Flex solid state controllers in MCP with HIM.
- All units shall be 201amps, 480v, 3-phase with protective modules.
- System supplier is Wunderlich-Malec.
- Startup and commissioned by Wunderlich-Malec and Okeh Electric.
- Extend and terminate all cables and terminal blocks as necessary.
- Training.

EXCLUSIONS:

- Permit fees, taxes, utility fees, allowances, premium time, and performance bond.
- Concrete pads.
- Repairs to, replacement, or relocation of new or existing utilities damaged or discovered during construction.

System supplier...\$33,000.00

10% markup...\$3,300.00

Labor...\$12,110.00

Material and direct job cost...\$6,860.00

Sincerely,

Okeh Electric Company

Shawn Fergus





Agenda Item Executive Summary

TITLE: Resolution No. R-80-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: October 15, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village began utilizing Ankura for consulting services related to information technology beginning in 2020.

EXECUTIVE SUMMARY:

Ankura has submitted a renewal proposal to continue to perform consulting services related to information technology for fiscal year 2025. The total cost of the agreement will range from \$120,000 to \$135,500 which is a decrease from last year's contract which had a range between \$171,850 to \$185,300. The total annual spend for the fiscal year will vary depending on the extent of utilization. This item will be included as an expenditure of the Information Technology fund in the proposed 2025 annual budget. Ankura has provided the Village similar services at an exemplary level and are uniquely qualified to continue consulting for the Village.

RECOMMENDATION:

Staff recommends approving Resolution No. R-80-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services.

ATTACHMENTS:

1. Resolution No. R-80-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services

RESOLUTION NO. R-80-2024

A RESOLUTION APPROVING AN AGREEMENT WITH ANKURA CONSULTING GROUP, LLC FOR CONSULTING SERVICES

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (***“Village”***) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village desires to retain a firm to provide the Village cybersecurity risk mitigation services (***“Services”***); and

WHEREAS, the Village has extensively researched firms that provided Services; and

WHEREAS, the Village desires to retain Ankura Consulting Group, LLC (***“Consultant”***) to provide the Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve an agreement with Consultant to perform the Services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves an agreement with Consultant for the Services substantially in the form of **Exhibit A** (***“Agreement”***) attached hereto and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of October, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-76-2024: Approving an Agreement with Gewalt Hamilton Associates, Inc. for Hubbard Woods Streetscape - Phase I Study (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: October 15, 2024

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On September 19, 2023, Village engaged Teska Associates to develop a streetscape concept plan for the Hubbard Woods Business District. At the Village Council Study Session on June 11, 2024, the Village Council reviewed the streetscape design concepts presented by Teska. The information presented includes the general vision of the streetscape improvement with alternative options. The Village Council directed the staff to pursue a further detailed study that evaluates the impacts of the proposed improvements on traffic, on-site parking, and pedestrian movement and also evaluates the overall feasibility of the alternatives.

EXECUTIVE SUMMARY:

The Hubbard Woods Business District Streetscape project is part of the Winnetka Downtown master plan. The Hubbard Woods business district is the northernmost of the Village's three business districts. It runs primarily along Green Bay Road from the north Village limits (near Scott Avenue) to approximately Tower Road. As part of the Winnetka Downtown master plan vision, the Village plans to continue implementing similar Streetscape improvements to those that were constructed in the Elm Street Business District.

Since last year, Teska Associates has conducted several community outreach events and surveys, and based on the community feedback and the coordination with staff, have developed concept plans for the project. These concept plans include alternative options, including proposed improvements such as intersection bump-outs, mid-block crossings, landscaping improvement, and stop sign installations. Green Bay Road is a State-owned road (IDOT). Some design options include elements that IDOT will not allow within State right-of-way (ROW). Therefore, in order to construct the streetscape improvements, a jurisdictional transfer (JT) from the State to the Village for the section of Green Bay Road between Scott Ave and Tower Road would be necessary. Teska has also proposed some design concepts that include the modification of the existing flow of traffic to better manage pedestrian and safety concerns.

A detailed traffic study is necessary before finalizing the overall feasibility of the alternative options and their impacts. In order to advance any further discussions with IDOT, including possible JT and funding options for the proposed improvements, it will be necessary to complete a Phase 1 Engineering report.

The Village requested a proposal from professional engineering firms to provide assistance in performing a detailed Phase 1 study for the Hubbard Woods Streetscape project. This study will consist of the following:

Part 1 : Traffic/Feasibility Study

- a. Preliminary Intersection Design Study (including all three intersections)
- b. Traffic and Pedestrian Counts
- c. Parking Occupancy Survey
- d. Evaluate Concept Design Options and Traffic Circulation
- e. Evaluate Traffic and Pedestrian Safety
- f. Pavement Evaluation

Part 2 : Phase I Report (IDOT)

- a. Topographic and Right-of-Way Survey
- b. Traffic and Crash Analyses
- c. Environmental Study
- d. Preliminary Drainage Analysis
- e. Final Intersection Design Study
- f. Final Project Development Report

The completion of this study will help the Village to finalize the design options for Hubbard Woods District. The Village anticipates that this study will extend into fiscal years 2024 and 2025. The Village has budgeted \$100,000 as part of the approved FY2024 budget as part of the Business District Revitalization Fund Account 420.15.01-620. In addition staff is proposing to include \$209,501 as part of the proposed FY2025 budget as part of the Business District Revitalization Fund.

The Village received two proposals from qualified firms (Gewalt Hamilton and Engineering Resource Associates). The staff has evaluated these proposals based on the firm's expertise, knowledge, understanding of the project, and their experience with success completing similar projects. After careful review and comparison of each proposal, staff believes that Gewalt Hamilton provided the strongest qualifications, approach, understanding, and fiscally prudent proposal for the work to be performed.

Gewalt Hamilton has performed a similar study for the City of Lake Forest in 2022, and has worked with many communities in Northeastern Illinois (including Northbrook, Wilmette, Glencoe, Des Plaines, Fox Lake, Deerfield, and Wheeling) performing traffic studies, traffic signal design and modification, access improvement, and parking studies.

After selecting the preferred firm based on their qualifications, staff reviewed the cost proposals provided in a separate sealed envelope. Of the two proposals received, Gewalt's proposal was the most favorable to the Village. Gewalt Hamilton has proposed a fee for the outlined work for an amount not to exceed \$309,501; a copy of the cost proposal is attached. The total proposal fee for all the responding firms are listed below.

<u>Firm Name</u>	<u>Fee Proposal</u>
Gewalt Hamilton	\$309,501.00
Engineering Resource Associate	\$456,035.00

Based on the evaluation of the proposals received and considering the need for the Village to complete a formal Phase 1 Study in which to negotiate or seek funding from the State, staff is recommending that the Village Council consider adopting Resolution R-76-2024 approving a contract with Gewalt

Hamilton for professional engineering services for the "Hubbard Woods Streetscape - Traffic Study" to be paid for over two fiscal years FY2024 & FY 2025, for an amount not to exceed \$309,501.00

RECOMMENDATION:

Consider adopting Resolution No. R-76-2024, approving a contract with Gewalt Hamilton for professional engineering services for the "Hubbard Woods Streetscape - Phase 1 Study" to be paid for over two fiscal years FY2024 & FY 2025, for an amount not to exceed \$309,501.00

ATTACHMENTS:

1. Resolution No. R-76-2024: Approving an Agreement with Gewalt Hamilton Associates, Inc. for Hubbard Woods Streetscape - Phase I Study

RESOLUTION NO. R-76-2024

**A RESOLUTION APPROVING AN AGREEMENT WITH
GEWALT HAMILTON ASSOCIATES, INC. FOR
HUBBARD WOODS STREETSCAPE – PHASE 1 STUDY**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“**Village**”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on August 20, 2024, the Village issued Request for Qualification #20-007 (“**RFQ**”) for professional engineering services related to the Hubbard Woods Streetscape Project, (“**Services**”), which Services include completing a detailed Phase 1 traffic study and analysis; and

WHEREAS, the Village anticipates that the Services will be performed over a two-year period through 2025; and

WHEREAS, the Village received two proposals to provide the Services and pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village has determined that Gewalt Hamilton Associates, Inc. (“**Consultant**”), is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$309,501.00 (“**Agreement**”); and

WHEREAS, the Village has allocated \$100,000 in its Business District Revitalization Fund for the Services during the 2024 fiscal year; and

WHEREAS, the Village also includes an estimated budget amount of \$209,501 for the Services during the 2025 fiscal year; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Consultant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village

Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 15th day of October, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

October 15, 2024

R-76-2024

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 15th day of October, 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. **CONSULTANT.**

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** **Gewalt Hamilton Associates Inc.**

Address: **625 Forest Edge Drive, Vernon Hills, IL, 60061**

Telephone No.: **847-478-9700**

Email:

Project Name/Description:

**HUBBARD WOODS STREETScape AND GREEN BAY ROAD
JURISDICTIONAL TRANSFER IMPROVEMENT TRAFFIC STUDY AND
PAVEMENT ANALYSIS**

Agreement Amount:

B. Project Description. ***Complete a Phase I Engineering Study, including detailed traffic and pedestrian safety studies, as part of a Streetscape Planning Project for the Hubbard Woods Business District,*** as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the date that is 425 days after the Commencement Date ("***Time of Performance***").

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or

subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date

of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services.

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

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

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or

third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654

Attention: Peter M. Friedman

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

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

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

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

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and

complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through ____ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]
[SHALL INCLUDE SCHEDULE]



HUBBARD WOODS STREETSCAPE AND GREEN BAY ROAD JURISDICTIONAL TRANSFER IMPROVEMENT



GHA GEWALT HAMILTON
ASSOCIATES, INC.
An Employee-Owned Company

625 Forest Edge Drive - Vernon Hills, IL 60061

September 20, 2024

James Bernahl
Director of Engineering

Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: REQUEST FOR QUALIFICATIONS 24-007 – **Traffic Study and Pavement Analysis**
Hubbard Woods Streetscape and Green Bay Road Jurisdictional Transfer Improvement
GHA Proposal No. 2024.T043

Dear Mr. Bernahl,

First off, congratulations to the Village for taking the initiative to update and beautify the Green Bay Road corridor through the Hubbard Woods Business District, giving it an opportunity to improve and extend the community space adjacent to the award-winning Hubbard Woods Park (*which Gewalt Hamilton participated in*). Recognizing the efforts and commitments involved in considering a Jurisdictional Transfer, Gewalt Hamilton Associates (GHA) looks to partner with the Village and its streetscape designer TESKA Associates to help bring the Streetscape Master Plan to life.

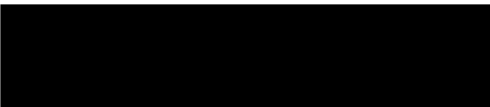
Prior to commencing Phase I engineering efforts, the Village has enumerated a list of questions that need answering. GHA feels that the most appropriate approach is to address each point as a topic of a true Feasibility Study to help finalize some of the details prior to proceeding with the formal Phase I Design Study.

Legacy Built on Relationships and Excellence: GHA has a long history of working with Villages, providing traffic engineering solutions, and securing approvals from the Illinois Department of Transportation (IDOT). Furthermore, since 2019, GHA has provided Phase I Engineering to communities and assisted in receiving Design Approval for nearly \$35 Million in improvements. We are well-versed in everything this project entails, and we look forward to bringing our experience and expertise to this project.

Gewalt Hamilton Associates, Inc. is uniquely qualified to lead the Hubbard Woods Business District Streetscape Improvements, with our extensive experience, professional approach, and comprehensive understanding of the project's complexities. We are eager to contribute to the success of this important initiative and demonstrate our commitment to excellence and the Village of Winnetka.

Sincerely,

Gewalt Hamilton Associates, Inc.


Daniel P. Brinkman, P.E., PTOE
Senior Transportation Engineer
Direct: 847.821.6222 ★ DBrinkman@GHA-Engineers.com

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GHA's Vision - Now and into the Future:



GHA will be the premiere consultant partner in the Midwest, providing high-quality services and designs for our clients and community.

GHA will be forward looking, working toward a common vision that includes diversity and inclusion, a feeling of belonging, and built upon strong internal and external relationships.

GHA will build and maintain a strong culture, one built upon trust and growth, and our common values of Integrity, Dedication, and Passion.

CONSULTANT INFORMATION

Gewalt Hamilton Associates (GHA) brings together a powerhouse team uniquely equipped to excel in every facet of your project.

Our **Project Manager, Daniel Brinkman, P.E., PTOE** will drive the project with unmatched leadership and strategic oversight, ensuring that every milestone is achieved on time and within scope.

Julie Roberts, P.E., our **Project Engineer**, offers deep technical expertise to tackle complex engineering challenges with precision.

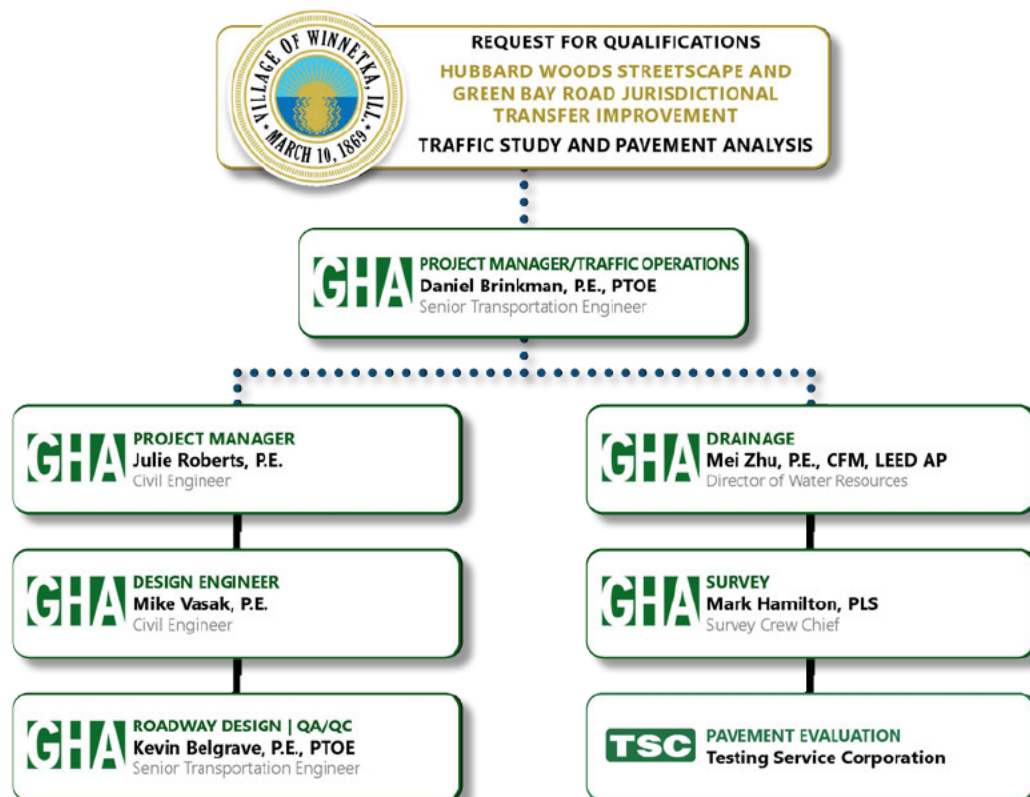
Design Engineer, Mike Vasak, P.E. applies cutting-edge design principles to deliver innovative and practical solutions.

Kevin Belgrave, P.E., PTOE, our **Roadway Design** expert, offers over 30 years of experience in roadway geometrics and transportation engineering, ensuring precision and excellence in design. Kevin's previous leadership roles at the Illinois Department of Transportation, including overseeing permit engineers and managing large-scale projects, have equipped him with a keen eye for detail and a rigorous methodology for **QA/QC**.

Mei Zhu, P.E., CFM, LEED AP, our **Drainage Specialist**, combines extensive knowledge in stormwater management and regulatory compliance to deliver effective and sustainable flood control solutions.

Professional Land Surveyor, Mark Hamilton, PLS integrates advanced surveying techniques with his extensive field experience to deliver accurate and reliable data.

This diverse team's collective expertise and proven track record align perfectly with the project's scope, positioning us to deliver superior, integrated solutions tailored to your needs.





Education

Bachelor of Science in
Civil Engineering,
University of Illinois at
Chicago, 1996

NHI/FHWA – National
Environmental Policy Act
(NEPA) and the
Transportation Decision-
making Process, June
2018

Professional Registration

State of Illinois Licensed
Engineer #062-55293

Professional Traffic
Operations Engineer
(PTOE) #1253

Memberships

Institute of
Transportation Engineers
(ITE)

American Society of Civil
Engineers (ASCE)

ASCE Transportation and
Development Institute
(T&DI)

International Municipal
Signal Association
(IMSA)

Project Manager/Traffic Operations

Daniel P. Brinkman, P.E., PTOE

Senior Transportation Engineer

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6222

DBrinkman@GHA-Engineers.com

Experience

Daniel P. Brinkman is a Licensed Professional Engineer with 23 years of experience in the traffic engineering and transportation planning fields. His experience covers both the public and private sectors, with clients including municipalities, retail and residential developers, school districts, park districts and hospitals/medical centers. Mr. Brinkman holds additional certification as a Professional Traffic Operations Engineer and currently serves as the Assistant Director of Transportation Services. Additionally, Mr. Brinkman serves as the Phase I Manager for Gewalt Hamilton, overseeing Preliminary Engineering efforts associated with State and Federally Funded projects requiring Design Approval from the Illinois Department of Transportation's Bureau of Local Roads and Streets.

US Rte. 12/45 (Lee Street) at Forest Avenue Phases I and II, Des Plaines

Mr. Brinkman served as the Project Manager for roadway widening and traffic signal installation at the intersection of Lee Street and Forest Avenue. Proposed improvements include widening to eliminate an existing "hourglass" condition on the mainline and installation of a new traffic signal. The project received \$1.3 million in Surface Transportation Program (STP) funding for construction. Design Approval was received in September of 2015. After a lengthy Land Acquisition process involving 22 individual parcels, the project was awarded on the January 2020 IDOT letting.

IL Route 19 (Irving Park Road) at Old River Road, Schiller Park

Mr. Brinkman oversaw the Phase I design that includes the installation of a new traffic signal. To add the new traffic signal, Irving Park Road is being widened to include a westbound left-turn lane and a southbound right-turn lane on Old River Road. Completion of the Intersection Design Study was a key component of the preliminary design for this improvement. This project is federally funded with Surface Transportation Program (STP) funds. The project includes in-line storm sewer pipe detention and new street lighting.

US Rte. 14 at new METRA Access Road, Barrington

Mr. Brinkman served as the Project Manager for this multi-phased Phase I project which included a new signalized intersection on an IDOT SRA route and considered the impacts and construction of a future parking structure. Challenges included warranting a new signal while balancing the impacts to adjacent regional intersections and the changes in traffic flow on existing local routes surrounding the METRA Station parking lot.



Julie M. Roberts, P.E.

Professional Engineer

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6276

JRoberts@GHA-Engineers.com

Experience

Ms. Julie Roberts is a professional civil engineer with over nine years of experience in design and construction of roadway and utility improvements. She began her career as an intern at GHA in 2015 where she provided construction oversight on a variety of municipal infrastructure improvements. Her construction experience has enhanced her design capabilities on roadway and highway resurfacing and reconstruction projects. In addition to her technical duties, Ms. Roberts has assumed leadership roles in several of the firm's internal organizations, assisting with coordination of events and programming.

Education

Bachelor of Science in
Civil Engineering,
Minor in Leadership,
University of Detroit
Mercy, 2015

Professional Registration

Illinois Professional
Engineer #062-071981

IDOT Documentation of
Contract Quantities
Certification #21-18527

Memberships

American Society
of Civil Engineers

Wolf Road Sidewalk, Prospect Heights

Ms. Roberts served as Design Engineer for Phase I design of approximately 1.3 miles of sidewalk, varying from five to seven feet in width to connect the Prospect Heights METRA Station to the Palatine Frontage Road. This project included ADA improvements, drainage improvements and coordination with the Illinois Commerce Commission (ICC) for a crossing of a railroad.

Riverwoods Road Path, Lincolnshire

Ms. Roberts served as Design Engineer for the Phase I and II design of approximately 0.3 miles of 8-foot wide HMA path along Riverwoods Road. This project included ADA improvements, drainage improvements, and required a permit through Lake County Division of Transportation. The \$270,000 project received Illinois Transportation Enhancement Program (ITEP) funding.

Lake Street Phase II, Grayslake

Ms. Roberts is part of the design team for this STP funded resurfacing project, which includes sidewalk ramp and crosswalk improvements along the full project length. A portion of the project also includes new curb & gutter and associated drainage improvements. Ms. Roberts' responsibilities include design of sidewalk ramps for ADA compliance, calculation of quantities, and preparation of cost estimates.

Green Knolls and Gail Street Reconstruction, Buffalo Grove

Ms. Roberts was the Resident Engineer for the \$1.8 million improvement located on Green Knolls and Gail Street from Thompson Boulevard to Deerfield Road, in Buffalo Grove. Improvements included earth excavation, pavement and stabilized base removal, curb and gutter removal, sidewalk improvements, curb and gutter installation, storm sewer installation and improvements, full depth pavement placement, and landscape restoration. The project included substantial ADA upgrades. Ms. Roberts was responsible for construction observation in conformance with IDOT specifications and

documentation, material inspection management, and quantity calculations per standard practices as well as extensive communication and coordination with the contractor, Village staff, Park District staff, residents, and GHA project team on this fast-paced project.

Molidor Road Safe Routes To School, Grant Township

Ms. Roberts was the Design Engineer as well as the Resident Engineer for this federally funded project. Ms. Roberts was responsible for the preliminary geometric design, preparation of cross sections, computation of quantities and preparation of cost estimates.

Thompson Boulevard and Brandywyn Lane Roadway Improvements, Buffalo Grove

Ms. Roberts assisted the GHA Resident Engineer on this \$4.8 million federally and locally funded improvements to Thompson Boulevard and Brandywyn Lane in the Village of Buffalo Grove. Improvements included storm sewer system upgrades, full-depth roadway reconstruction, curb & gutter and sidewalk removal and replacement, and parkway landscape enhancements. Ms. Roberts assisted with project management, contractor coordination, construction observation and documentation in conformance with IDOT specifications, materials inspection management, and extensive resident coordination.

Beck Road Improvements Phase III, Lindenhurst

Ms. Roberts was an inspector for the improvements to Beck Road between Sand Lake Road and Grass Lake Road. These STP-funded improvements include roadway resurfacing (between Sand Lake Road and Rolling Ridge Lane, and between Rolling Ridge Lane and Springhill Lane); storm sewer, curb & gutter, and roadway base spot repairs; sidewalk installation; and coordination with ComEd for light pole relocations and upgrades. Between Springhill Lane and Grass Lake Road, the project consists of roadway widening and reconstruction; new storm sewer and underdrains, sidewalk installation, new curb & gutter, and reprofiling to improve drainage. Ms. Roberts was responsible for construction observation and daily project documentation.

Street Program, Schiller Park

As part of the design team for this annual improvement project, Ms. Roberts was responsible for designing the full reconstruction of two alleys, utility coordination, calculation of quantities, and cost estimating.

Road Program & Metra Parking Lot Improvements, Golf

Ms. Roberts served as the Resident Engineer for the \$68,000 project. Improvements included milling and HMA resurfacing, curb & gutter removal and replacement, and ADA sidewalk improvements. Ms. Roberts was responsible for all aspects of construction, including conformance with plans and specifications, schedule and budget adherence, material inspection management, and coordination between the Village, residents, and the contractor.



Michael J. Vasak, P.E.

Senior Engineer

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6286

MVasak@GHA-Engineers.com

Experience

Michael Vasak is a licensed Professional Engineer with 16 years of experience in the design of transportation engineering projects. He has worked with state, county, municipal, and private clients performing Phase I Studies, Phase II Contract Plan Preparation, and Phase III Construction Inspection and Observation. Mr. Vasak's experience includes geometric roadway design and analysis, traffic studies, intersection design studies, highway capacity analysis, report and exhibit preparation, quantity calculations, development of contract specifications, construction progress schedule preparation, and maintenance of traffic concepts and plans.

Hook Drive East/Orchard Lane Ph II, Round Lake Beach

Project Manager for Phase II federally funded roadway improvement in the Village of Round Lake Beach on Orchard Lane from Rollins Road to Monaville Road a Hook Drive from Orchard Lane to Rollins Road. Improvements on Hook Drive consist of milling and resurfacing 1.2 miles of a two-lane road and the construction of 800 feet of new shared-use path. Orchard Lane improvements consist of full reconstruction of 1.4 miles of a two-lane road. Mr. Vasak also created a 3D corridor model for the improvements to Orchard Lane. Construction costs for the improvements are approximately \$5.2 million.

Robert Parker Coffin Road Improvements, Long Grove

Engineer tasked with developing Phase II construction plans, project specifications, and bidding documents for the reconstruction of Robert Parker Coffin Road in downtown Long Grove, from the Old Bridge to Archer Road. This project also included the development of several streetscape and sidewalk concept alternates, and incorporating the Village's preferred alternate into the plans to achieve a cohesive design of the downtown area. Also included within the project was the construction of approximately 1,000 feet of new watermain and service lines for downtown businesses. Various drainage improvements were also required. Mr. Vasak also helped coordinate IEPA, Lake County SMC, LCDOT, and IDOT permitting for the project.

Hook Drive West Ph I, Round Lake Beach

Project Manager for the Phase I study for the construction of a new road connecting Orchard Lane to Nicole Lane in the Village of Round Lake Beach. It is anticipated that this new road will be a westward extension of the existing Hook Drive. This Phase I study is following Federal guidelines and is being documented via a Categorical Exclusion (CE) Project Development Report. In addition to the standard Federal CE report, the project also requires noise and COSIM analysis, a "White Paper" discussing the purpose and deed for the project and how the proposed concept alternates met those needs, and also a

Education

Bachelor of Science in
Civil Engineering,
University of Illinois
Urbana-Champaign,
2008

IDOT Erosion and
Sediment Control
Planning and Design

Professional Registration

Illinois Licensed
Professional Engineer
#062-064621

Software Proficiency

Microstation
GEOPAK
HCS
Autoturn
Guidesign
ArcGIS
Bluebeam
Microsoft Project
Microsoft Excel
Microsoft Word

"White Paper" discussing the socioeconomic and environmental justice impacts of the project.

Old Willow Road/Seminole Lane Ph 1, Prospect Heights

Project Manager for the Phase I study for the resurfacing of Old Willow Road/Seminole Lane in the City of Prospect Heights. Initially scope as a reconstruction project, results of pavement cores showed that a resurfacing of the road would be sufficient. This Phase I study is following Federal guidelines in order to hopefully receive future Surface Transportation Program Funds for construction. This project is anticipated to be documented via a State Approved Categorical Exclusion Project via form BLR 22211. A portion of Old Willow Road/Seminole Lane is within the jurisdiction of the Village of Mount Prospect, and the project is being closely coordinated with the Village as a result.

Central Road at Emerson Street, Mount Prospect

Project Manager for a pedestrian and roadway improvement in the Village of Mount Prospect on Central Road at Emerson Street. Project improvements include construction of a new right-in/right-out median on Emerson Street north of Central Road, a new barrier median for pedestrian refuge on Central Road and associated pedestrian signage improvements. A plan set was developed for IDOT permitting and an operational review and analysis of traffic impacts was also performed. Sidewalk ramp details meeting all PROWAG and ADA requirements were also developed.

Green Bay Trail Expansion Preliminary Design, Kenilworth

Engineer tasked with developing a preliminary alignment and profile for an expansion of the Green Bay Trail shared-use path within the Village of Kenilworth. One of the only on-street portions of the Green Bay Trail currently follows a circuitous route through the Village, a route that often causes safety concerns. Developed an off-street alignment that generally split the UP Railroad ROW tying into the Village's bike parking shelter, while minimizing any impacts to the Townley Field facilities. Used the preferred alignment and profile to create a 3D corridor model showing the preliminary grading for the shared-use path which helped to estimate preliminary ROW requirements. Developed preliminary estimates of cost for the proposed project.

Wolf Road Pedestrian Crossing at Pleasantdale School, Burr Ridge

Project Manager for the improvement of an existing pedestrian crossing between the Pleasantdale Elementary School and Pleasant Dale park District in the Village of Burr Ridge. Signing and signal plans were developed for the installation of a pedestrian actuated flashing beacon. Coordination with the Cook County Department of Transportation and Highways (CCDOTH) was required and a CCDOTH permit was acquired for the construction work.



Kevin L. Belgrave, P.E., PTOE

Senior Engineer

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6226

KBelgrave@GHA-Engineers.com

Experience

Kevin Belgrave currently serves as the Phase II Manager overseeing all highway and roadway design projects for Gewalt Hamilton Associates. Mr. Belgrave is a Registered Professional Engineer practicing for over 30 years as a Civil Engineer, with emphasis on highway and roadway geometrics, transportation engineering and roadway design.

Prior to joining GHA in 2005, Mr. Belgrave was in the employ of the Illinois Department of Transportation. He served as a Construction Inspector and Design Engineer from 1991 to 1999. Mr. Belgrave served as Area Permit Engineer from 1999 to 2005 as well as the interim IDOT District One Permit Engineer from 2004 to 2005, overseeing a staff of eight permit engineers/technicians. Responsibilities included plan review, field review, meeting with municipalities, consultants and developers on various projects, and final permit approval.

Nippersink Boulevard Improvements, Fox Lake

This project included the Phase I and Phase II design for the reconstruction of Nippersink Boulevard from Grand Avenue to Oak Street. This project is federally funded with Surface Transportation Program (STP) funds. The project consists of approximately 1/4-mile of roadway reconstruction, a 375-foot retaining wall, storm sewer, and street lighting. The project is estimated at \$3.1 million.

US Route 12/45 (Lee Street) at Forest Avenue, Des Plaines

This project included the Phase I and Phase II design of the widening of Lee Street and Forest Avenue intersection to accommodate left turn lanes for the installation of a new traffic signal. This project was federally funded with Surface Transportation Program (STP) funds. This project was estimated at \$2.6 million.

Hawley Street Improvements, Mundelein

This project included the Phase I and Phase II design of the Hawley Street reconstruction from Midlothian Road to Seymour Avenue. This project was a joint effort between the Village of Mundelein and LCDOT. The project consisted of approximately 0.85 miles of complete reconstruction and widening of the existing roadway including the addition of a multi-use path. The project included new storm sewer, sanitary sewer, water main, modernization of three traffic signals and the installation of a new traffic signal. The project was awarded at \$9.7 million.

Kensington Road Phases I & II, Mount Prospect

This project included the Phase I and Phase II design of the Kensington Road reconstruction from Forest Avenue to IL Route 83. This project was federally

Education

Bachelor of Science, Civil Engineering, University of Illinois at Urbana, 1991

Professional Registration

State of Illinois Licensed Professional Engineer
#062-051750

Professional Traffic Operations Engineer (PTOE) #2967

Memberships

American Public Works Association (APWA)

Illinois Association of Highway Engineers (IAHE)

International Erosion Control Association

funded with Surface Transportation Program (STP) funds. The project consisted of approximately 3/4-miles of complete reconstruction and widening of the existing roadway. The project included storm sewer, in-line detention, traffic signal modifications and roadway lighting. The project was awarded at \$3.5 million.

North Avenue Phases I & II, Villages of Bannockburn and Deerfield

This project included the Phase I and Phase II design of the North Avenue reconstruction from Wilmot Road to Telegraph Road, which was a joint effort between the Villages of Deerfield and Bannockburn. This project was federally funded with Surface Transportation Program (STP) funds. The project consisted of approximately 0.61 miles of complete reconstruction of the existing roadway. The project included approximately 2,600 feet of new storm sewer; 1,800 feet of sanitary sewer lining; and 3,200 feet of new water main. The project was awarded at \$2.5 million.

US Route 14 @ Metra Access, Barrington

This project included Phase II Design of the CMAQ Funded project which includes the addition of a new signalized access to US Route 14 to serve the Metra parking lot. This project includes the addition of a right-turn lane, drainage improvements, traffic signal and interconnect to serve the new intersection. Additionally, these improvements required internal circulation changes to the Metra parking lot, requiring structural retaining walls for the widening of a one-way roadway to accommodate two-way traffic. This project is estimated at \$3.1 million and anticipated construction in 2021.

Buffalo Grove Road Phases I & II, Buffalo Grove

This project included the Phase I and Phase II design for the reconstruction of Buffalo Grove Road from Deerfield Parkway to IL Route 22. The project was funded by LCDOT and consisted of reconstruction of approximately 1.75 miles of roadway from a 2-lane road to a 4-lane roadway with auxiliary lanes.

The project included the drainage design for the entire storm sewer system, detention calculations, permitting, temporary and permanent traffic signals. This project was awarded at \$16 million and began construction in 2020.

Lee Street and Perry Street Phases I and II, Des Plaines

This project included the Phase II design of the Lee Street and Perry Street intersection improvements. The project consisted of widening and resurfacing of both roadways, eliminating the four-way stop, installation of a new traffic signal and interconnect.

IL Rte. 43 and Ishnala Drive Phases I and II, Palos Heights

This project included the Phase I and Phase II design of the IL Route 43 and Ishnala Drive intersection. The project consisted of construction of a 4th leg at the intersection, turn lanes, installation of a new traffic signal and interconnect.



Mei Zhu, P.E., CFM, LEED AP

Director of Water Resources

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6225

MZhu@GHA-Engineers.com

Education

Bachelor of Science,
Civil Engineering,
Tongji University, China

Master of Science,
Civil Engineering, Xi'an
Institute of Metallurgy
and Construction
Engineering, China

Master of Science, Civil
Engineering, Louisiana
State University, 1996

Professional Registration

Illinois Licensed
Professional Engineer
#062-056576

Certified Floodplain
Manager

LEED AP, US Green
Building Council

Designated Erosion
Control Inspector, Lake
County Stormwater
Management
Commission

Memberships

American Society of Civil
Engineers

Illinois Association for
Floodplain and
Stormwater
Management

Experience

Mei Zhu is a Registered Professional Engineer and a Certified Floodplain Manager practicing for 25 years as a Civil Engineer. Ms. Zhu specializes in civil engineering design and regulatory permitting, floodplain and stormwater management, hydrologic and hydraulic analysis, stream restoration, existing drainage assessment and remediation, green infrastructure practices, regulatory ordinance enforcement, and soil erosion and sediment control. Ms. Zhu has been in the employ of Gewalt Hamilton Associates, Inc. since 2000.

Stormwater Consultant – Lake County Stormwater Management Commission

Ms. Zhu served as the Project Manager providing engineering services to the Lake County Stormwater Management Commission, including review of stormwater permit applications/submittals for compliance with the Lake County Watershed Development Ordinance (WDO), and preparation of reports documenting deficiencies, recommendations, and/or compliance. Specific review categories included stormwater, floodplain and floodway, hydrologic and hydraulic modeling, and soil erosion and sediment control plans. Ms. Zhu's responsibility also included providing general engineering design, plans and specifications, and permit applications for the LCSMC projects.

Stormwater Consultant, McHenry County Planning & Development Water Resources Division

Gewalt Hamilton provided stormwater consulting services to the McHenry County Planning & Development. Ms. Zhu serves as the Project Manager providing review of stormwater permit applications/submittals for compliance with the McHenry County Stormwater Management Ordinance.

Prairie Creek Flood Control, Metropolitan Water Reclamation District of Greater Chicago

GHA was retained by the MWRDGC to provide engineering services on a flood control project on Prairie Creek in Maine Township, Park Ridge, and Des Plaines to reduce structure damage and regional flooding. The project includes channel improvements, the creation of additional storage at Advocate Lutheran General Hospital ponds, new culverts, a pedestrian bridge, a pump station, and a large relief sewer system under Dempster Street. GHA's services include surveying, hydrologic and hydraulic modeling, alternative analysis, final engineering, floodplain remapping, permitting, easement assistance, and bidding assistance. Ms. Zhu serves as the Project Manager overseeing the project and coordinating with eight sub-consultants.

Memberships continued

American Council of
Engineering Companies,
MWRD Committee

Lake County Technical
Advisory Committee

MWRD Technical
Advisory Committee

McHenry County
Technical Advisory
Committee

Village-wide Stormwater Study, Riverwoods

Ms. Zhu serves as the Project Manager for a Village-side stormwater study to assess various drainage and flooding issues and develop a Village-wide Stormwater Management Plan. GHA collected a variety of data for the study, including residential flood questionnaires, survey data, historical plans and studies. GHA created detailed hydrologic and hydraulic modeling of the majority of the Village. Conceptual plans are developed and associated costs are prepared for each study area. This study report will provide a prioritization matrix to assist the Village with planning efforts for future capital improvements.

Location Drainage Studies and Technical Memoranda

- Location Drainage Study – Buffalo Grove Road, Buffalo Grove, Lake County DOT
- Location Drainage Technical Memorandum – US 45 and Forest Ave., Des Plaines
- Location Drainage Technical Memorandum – N. Central Ave at Pratt Ave., Lincolnwood
- Location Drainage Technical Memorandum – Touhy and Gross Point Ave, Niles
- Location Drainage Technical Memorandum – IL Route 19 and Old River Road, Schiller Park
- Location Drainage Technical Memorandum – IL Route 59 and Duke Parkway Extension, Warrenville
- Location Drainage Technical Memorandum – Lake Cook Road at Hart Road, Barrington
- Location Drainage Technical Memorandum – Wolf Road, Prospect Heights

Waukegan Community Sports Complex, Waukegan

Designed the stormwater management facilities for a new community sports park on an existing 140-acre golf course in Waukegan, Illinois. Site design included 16.5 acres of native plantings, bioswales and rain gardens to provide additional beauty and water quality treatment. Due to the presence of regulated wetlands and regulatory floodplains, the stormwater detention facilities were designed to meet the special regulations by ACOE, the IDNR, and Lake County SMC. Furthermore, due to the proximity of the Waukegan Regional Airport, the detention facilities were designed within a specific drawdown time. This project received the Lake County Stormwater Management Commission's 2011 BMP/Development Project of the Year Award.

Doerhoefer Park, Downers Grove

Designed the stormwater management systems to provide detention for a new 57-space parking lot, a shelter, a new access drive and pathways. Due to the site being designated as a Localized Poor Drainage Area (LPDA) by the Village, drainage analysis was performed to ensure that the improvements do not adversely impact surrounding properties. Best management practices have been utilized including permeable paver parking lot, native planted swales, and detention basin.



Mark M. Hamilton, PLS, Survey Crew Chief

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6208 ★ MHamilton@GHA-Engineers.com

Experience

Mark M. Hamilton is a Professional Land Surveyor (PLS) with experience and qualifications in boundary and topographic surveys, construction staking, and HDS surveys. He is proficient in the use of GPS, total station, digital and optical levels, data collectors, and other standard survey equipment. In addition to providing surveying services in support of engineering projects, he is responsible for coordination with surveyors in the field to address on-site challenges in real time. His hands-on assistance with field staff, as well as support to GHA's Survey Group Manager and Engineering Project Managers, ensures timely delivery of reliable survey data.

Boundary Surveys

Retraces and monument title lines for ALTA/ACSM/NSPS land title surveys, new subdivisions and existing parcels requiring a current survey, including legal descriptions and plat preparation. Also prepares legal descriptions and plats for roadway and easement dedications, roadway and easement vacations and tax division or annexation parcels. Additional responsibilities include field reconnaissance of property corners, control traverse planning, field notes and sketches, proper field procedures, and setting property corner monuments.

Engineering and Construction Surveys

Diverse topographic survey and staking experience for large and small construction projects, ranging from single-lot improvements to large landfills to multi-story, multi-structure developments. Responsibilities include control evaluation, plan reading and interpretation, construction layout, final as-built surveys, as-constructed surveys, roadway and site topographic surveys, centerline alignment surveys, and drainage and hydraulic surveys.

Control Surveys

Experienced with all forms of plane and geodetic survey control for horizontal and vertical purposes, including control for photogrammetry, densification, and topographic and engineering surveys.

High-Definition Scanning (HDS) Surveys

Mr. Hamilton pioneered Gewalt Hamilton's use of a High-Definition Scanner. He has experience with HDS to collect and reduce detailed surface information - to 2mm accuracy - on a multitude of projects ranging from roadways and piping to historic building facades and interiors.

Skills

Proficient with all modern surveying equipment, particularly GPS, total stations with data collector, robotic total stations, and digital levels with data collectors. Thorough knowledge of current and historical horizontal and vertical datums, state plane coordinate systems, and all other geodetic considerations. Thorough knowledge of standards and specifications for control surveys for both GPS and classical methods. Familiar with AutoCAD, various coordinate geometry programs, GPS post processing software, and least squares adjustment programs.

Education

Associate of Science in Civil and Environmental Technology, College of Lake County, 2013, Honors

Bachelor of Science, Technical Resource Management, Southern Illinois University, 2014.

Professional Registration

Illinois Licensed Professional Land Surveyor No. 035-004038

Memberships

Illinois Professional Land Surveyor Association

National Society of Professional Surveyors

FIRM BACKGROUND INFORMATION

Testing Service Corporation (TSC) has a recognized reputation for provision of professional engineering services. Since our 1954 incorporation, the firm has completed more than 73,000 projects, primarily throughout Central and Northern Illinois. The corporate project list includes large scale residential, commercial, retail and industrial development, as well as medium to large scale structures. Public infrastructure items such as roadways, bridges, tunnels, underground and earth retention systems are also included.

TSC operates from its corporate headquarters in Carol Stream, Illinois. Our firm has branch facilities in Bloomington, DeKalb, Gurnee, Rockford, Shorewood, Tinley Park, Illinois. TSC employs a staff of more than 150 people, including 22 Professional Engineers, Structural Engineers and Geologists. Our Geotechnical Engineering and Material Engineering operational groups are supported by Laboratory and Drilling departments. These four departments can operate together or independently depending on client/project specific needs.

Geotechnical Engineering (GEO) - TSC has practiced geotechnical engineering since its 1954 incorporation. Our professional engineers have developed recommendations for standard spread footings, as well as deep foundations including driven piles and caissons. Lateral earth pressure criteria has been developed for evaluation and design of temporary and permanent support systems for deep excavations and tunnels. Data from inclinometers and Menard pressure meters is regularly employed by TSC's geotechnical staff. In addition, our geotechnical staff is well experienced in roadway/infrastructure projects.

Construction Materials Engineering (CME) - Our CME department is staffed by about 80 personnel including eight (8) Professional Engineers. TSC technicians provide testing, observation and sampling services for soils, Portland cement and bituminous concrete, structural steel and roofing materials on construction projects. The following list highlights major field and laboratory construction materials services that are routinely provided by TSC's Construction Materials Engineering group:

Technicians receive appropriate training for the services they are required to perform. Field technicians assigned to various projects are certified and well versed in project specific requirements and information. TSC has in-house capability to provide technicians with the radiation safety training necessary for Nuclear/Moisture Density Gauge operators. Regular training for Structural Steel NDT Technicians (Certified to SNT-TC-1A for UT, Mt and PT), Illinois Department of Transportation QC/QA - Levels 1, 2 & 3, and Portland cement concrete testing using American Concrete Institute materials are elements of the continuing training provided our technicians.

TSC maintains and operates a dedicated pick-up van service for field samples. The personnel who perform this function are trained in ACI standards for handling of freshly cast concrete samples. There is a charge for this service. However, responsible and expedient treatment of sample materials makes this service a value.

Laboratory - The physical materials testing laboratory at TSC's location in Carol Stream is the largest of its type in the state of Illinois. TSC's Bloomington branch office is also equipped with a full-service physical materials testing laboratory. TSC's laboratory is an active participant in the National Voluntary Laboratory Accreditation program. The firm is a member of the American Council of Independent Laboratories.

Drilling - TSC owns, operates and maintains a drill fleet of 13 units. These drills have a wide range of configurations and access capacity including truck, rubber tire and track mounted All-Terrain Vehicle (ATV), skid and tripod. Drill supervisors are licensed well drillers and crews have the OSHA 40- Hour Health & Safety training.

CLIENT

City of Lake Forest

LOCATION

Lake Forest, IL

PROJECT FEATURES

Pedestrian Improvements
Feasibility Study
Highway/Roadway Phase I
Project Development Report
Stakeholder Coordination
Streetscape
Sustainable Design

SCOPE OF SERVICES

Topographic Survey
Concept Plans
Public Engagement
Data Collection
Preliminary Engineering
Utility coordination
Highway/Roadway Phase I Design

COST

\$1,950,000 (At Design Approval)

REFERENCE

Jim Lockfeer

Asst to the Director of Public Works

City of Lake Forest
220 E Deerpath Road
Lake Forest, IL 60045
847.810.3542
lockfeerj@cityoflakeforest.com

COMPLETION DATE

8/2022 (Design Approval)



PROJECT OVERVIEW

GHA, in conjunction with Craig Bergman Landscape Design assisted the City of Lake Forest in completing Phase I Engineering in support of their application for Illinois Transportation Enhancement Program (ITEP) funds to improve and enhance East Deerpath Road.

The entire project lies within the Lake Forest Historic District, which is on the National Register for Historic Places. Accordingly, the proposed pavement and streetscape improvements, which include replacement of all the existing hardscape along this primary entryway to the City, required considerable coordination with Residents, Adjacent Business Owners and approval from the City's Historic Preservation Committee. In addition to the proposed hardscape improvements, additional landscaping and green infrastructure in the form of tree wells and permeable pavers are proposed for this nearly \$2M project. Balancing the limited right-of-way, vaulted sidewalks, and existing business entrance locations with the desire to improve pedestrian safety and maintain on-street parking in the Commercial District provided numerous challenges for the preliminary design.

After working with a Blue-Ribbon Committee formed by the Mayor and the City's Historic Preservation Committee, the State Historic Preservation Office found that the proposed improvements will have no adverse effect on the Historic District.



NIPPERSINK BOULEVARD IMPROVEMENTS PHASES I, II, III

Fox Lake, IL

CLIENT

Village of Fox Lake

LOCATION

Fox Lake, IL

PROJECT FEATURES

Access Improvements
Bicycle & Pedestrian Improvements
Federally Funded Projects
Grant Application/Funding
Roadway Phase I Design
Roadway Phase II Design
Phase III Construction
Lighting
Pathways
Roadway Reconstruction
Stormwater Improvements
Utility Improvements

SCOPE OF SERVICES

Topographic Surveys
Boundary Surveys
Conceptual Planning
Entitlement Process
Data Collection
Roadway Phase I Design
Roadway Phase II Design
Resident Engineering
Stormwater Management
Water Resources
Utility Design

COST

\$3.1 Million

REFERENCE

Donny Schmit

Mayor

Village of Fox Lake

66 Thillen Drive

Fox Lake, IL 60020

847.587.3943

schmitd@foxlake.org

COMPLETION DATE

4/2024 (Phase III Completion)



PROJECT OVERVIEW

GHA assisted the Village of Fox Lake in their application for Surface Transportation Program (STP) funds to reconstruct Nippersink Boulevard. The Village of Fox Lake knew that improving the multi-modal access to the METRA Station needed to be part of the project. Various ideas were considered and presented to residents and the Board through a series of public meetings. Ultimately the decision was to proceed with a combination of traditional sidewalks and on-road dedicated bike lanes that are adjacent to both METRA parking and commercial businesses.

A very narrow Right-of-Way, challenging topography, and coordination with a parallel but separate project to replace all water services and sanitary sewer along the corridor were all overcome through diligent coordination with the Village and its other consultants. Lastly, GHA assisted the Village in securing various Design Exceptions from IDOT to accommodate the proposed design while minimizing land acquisition and maintaining critical on-street parking in the commercial areas.

Permits were obtained from:

- Lake County Stormwater Management (LCSM)



RECIPIENT OF THE APWA CHICAGO METRO CHAPTER
AND LAKE BRANCH 2022 PROJECT OF THE YEAR -
TRANSPORTATION - LESS THAN \$5M



US 12/45 (LEE STREET) AT FOREST AVENUE PHASES I-II-III

Des Plaines, IL

CLIENT

City of Des Plaines

LOCATION

Des Plaines, IL

PROJECT FEATURES

Roadway Improvements
Improved Pedestrian Safety
Traffic Signals
Enhanced Drainage
Federal Funding
ADA Compliance

SCOPE OF SERVICES

Topographic Survey
Right-of-Way Survey
Public Engagement
Roadway Phase I Design
Roadway Phase II Design
Roadway Phase III Construction
Project Development Report
Traffic Study
Traffic Signal Design
Stormwater Management
Utility Design
Data Collection
Resident Engineering
Federal Paperwork

COST

\$2.6 Million

REFERENCE

Tim Oakley

**Director of Public Works &
Engineering**

City of Des Plaines

1420 Miner St.

Des Plaines, IL 60016

847.391.5390

toakley@desplaines.org

COMPLETION DATE

11/2021 (Phase III Completion)



PROJECT OVERVIEW

Gewalt Hamilton Associates, Inc. (GHA) was retained by the City of Des Plaines to improve public safety. The City of Des Plaines initiated traffic signal and intersection improvements at FAU Route 330 U.S. Route 12/45 (Lee Street/Manheim Road) and Forest Avenue. Route 12/45 is a four to five-lane north/south principal arterial connecting the City of Des Plaines' downtown area with the Lee Street and Oakton Street business corridors with the majority of the project being in a highly commercialized area intermixed with residential housing.

The project includes the widening of Lee Street/Manheim Road to create separate left turn lanes at a new signalized intersection with Forest Avenue. The west leg of Forest Avenue will be widened to provide a 3-lane roadway section.

Property acquisition was required from 21 parcels to accommodate the proposed improvements. Frequent communication with affected property owners at the onset of the project was a necessity.

GHA served as the Resident Engineer for Phase III Construction Engineering, and performed duties in accordance with IDOT requirements for federally funded project. Construction required close coordination with residents and local business.

Permits were obtained from:

- Illinois Environmental Protection Agency – Water Main
- Illinois Environmental Protection Agency – NPDES
- Metropolitan Water Reclamation District



DISTRICT 1860 SITE IMPROVEMENTS

Tucker Development Corporation

CLIENT

Tucker Development Corporation

LOCATION

Lincolnwood, IL

PROJECT FEATURES

HMA Roadway Widening &
Resurfacing
Traffic Signal Modifications
ADA Compliance
Drainage Improvements
Storm Detention System
Underground Utility Connections
Site Access Improvements

SCOPE OF SERVICES

Construction Engineering
Stakeholder Coordination
Material Quality Assurance
Coordination
NPDES Compliance Monitoring

COST

Offsite | \$4.3 Million
Onsite | \$103.5 Million

REFERENCE

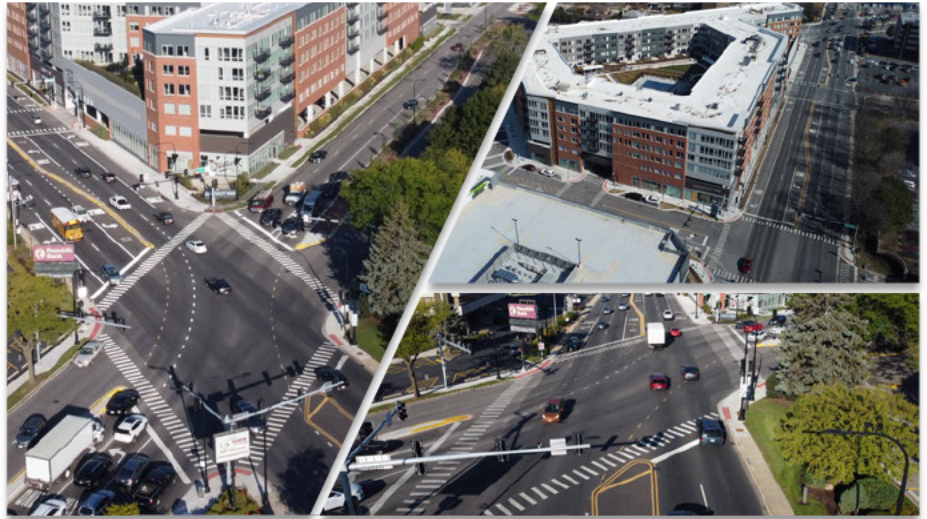
Robert Weber

Vice President, Construction

Tucker Development Corp.
954 W. Washington Blvd., #405
Chicago, IL 60607
847.748.3432
rweber@tuckerdevelopment.com

COMPLETION DATE

7/2023 (Construction Completed)



PROJECT OVERVIEW

Gewalt Hamilton Associates, Inc. (GHA) was retained by the Tucker Development Corporation to provide construction engineering services for the civil improvements on this 8.47-acre development as well as 3,600-foot widening and resurfacing of IDOT-owned Touhy and Lincoln Avenues offsite improvements providing continuity and connectivity to the new District 1860 site development.

This project utilized private funding, and the proposed onsite and offsite improvements consisted of earth excavation, drainage improvements, StormTrap® detention, utility connections, curb & gutter, P.C.C. sidewalks, HMA pavement widening, HMA binder and surface, traffic signal installation, interconnect, and modifications, and landscape restoration to resurface Touhy and Lincoln Avenues and construct full-depth roadway widening to complete the addition of southbound and westbound right-turn lanes and new site access to the Amazon Fresh anchored mix-use development that includes 299 mid-rise multifamily units, 40,000 square feet of retail and restaurant space, and a dynamic public open space.

Due to the scope of improvements and related impacts, this project required extensive traffic control staging with lane shifts and monitoring along the heavily traveled Touhy and Lincoln Avenues as well as agency coordination with the Illinois Department of Transportation and the Village of Lincolnwood for permit fulfillment.

GHA provided contract administration and a combination of part-and full-time construction engineering services in accordance with IDOT procedures and requirements.

PROPOSED SCOPE OF WORK

Project Understanding

The Village is looking for a consultant that is equally versed in the intricacies of urban intersection design, signalized intersection operations, pedestrian facilities and negotiating the often-challenging Phase I approval process through the IDOT Bureau of Local Roads and Streets. Gewalt Hamilton Associates, Inc. (GHA) wants to be that partner.

We look forward to continuing our long-standing relationship with TESKA and collaborating with them to put the Village in the best position to choose a direction for the Streetscape Improvements and potentially negotiate a Jurisdictional Transfer of Green Bay Road.

Should the Village ultimately determine that reconstruction is the appropriate approach for Green Bay Road, it may be beneficial to explore narrowing the travelled way and providing additional sidewalk width for the pedestrian experience and to give a bigger “canvas” to TESKA. Two byproducts of a narrower pavement section would be reduced maintenance costs and likely a reduction in travelled speed through the Business District.

GHA believes the most effective way to move forward with the project is to first conduct a Feasibility Study. This will address key questions regarding traffic flow and parking concerns identified during the Streetscape Master Plan. After a thorough technical review and the presentation of a final Streetscape Plan, GHA would then provide Phase I Engineering Services to the Village, focusing on the anticipated streetscape and pedestrian enhancements along Green Bay Road throughout the Hubbard Woods Business District. We understand that while the Village of Winnetka has completed a Concept Plan for these improvements, several critical questions remain unanswered, which must be resolved before formally initiating Phase I.

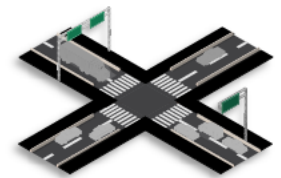
Feasibility Study Scope of Services

The goal of the Feasibility Study is to provide the Village with the necessary information to make a final decision on the Streetscape Concepts as well as traffic, parking and pedestrian operations throughout the Business District study area and lastly assist in determining the appropriate level of pavement improvements (i.e., resurfacing vs. reconstruction). We envision the Feasibility Study being comprised of a series of technical memoranda and design documents that can be summarized for presentation to the Village Board. The Village has identified eight (8) key components of the Feasibility Study which are described below.

1. Intersection Design Studies (IDS)

Note: To complete the Intersection Design Studies (IDS) for the signalized intersections at Green Bay Road with Scott Avenue, Gage Street, and Tower Road (east and west), a detailed topographic and Right-of-Way survey will be required. The scope of this work is outlined in Section 2 of our Phase I Engineering efforts. IDS efforts will include:

- Determine the appropriate design year (e.g., year 2050 or construction +5).
- Develop Design Year traffic projections based on CMAP Coordination.
- Complete Morning and Evening Peak Hour capacity analyses for the selected design year.
- Determine design components such as turn lane storage length, approach and departure tapers, design vehicle, curb radii, lane widths, and pedestrian operations.
- Complete AutoTURN simulations for the appropriate Design Vehicle(s).
- Prepare a preliminary traffic signal design layout.



2. Vehicle and Pedestrian Counts

- We anticipate conducting 24-hour Weekday Traffic Counts at the following intersections utilizing the Miovision Video Collection Units (VCUs):
 - Green Bay Road at Linden Avenue
 - Green Bay Road at Scott Avenue
 - Green Bay Road at Merrill Street
 - Green Bay Road at Gage Street
 - Green Bay Road at Tower west
 - Green Bay Road at Tower east
 - Merrill Street at Tower Court
 - Gage Street at Tower Court



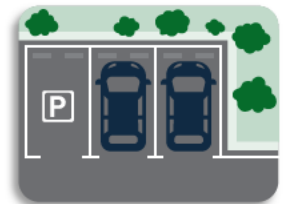
Miovision offers improved accuracy and efficiency for larger and complex intersections. Additionally, Miovision can be deployed for a single 24-hour period and collect turning movements as well as ADT data for all approaches. Vehicle classification data will be collected along with the turning movement volumes, as well as pedestrian and bicycle data.

- A Peak Hour model will be developed for the Morning and Evening Peak Hours. Model will include pedestrian/cyclist data.

3. Parking and Occupancy Study

A Parking and Occupancy study would be conducted on one Weekday (T-TH) between 7:00 AM and 7:00 PM as well as a Saturday from 8:00 AM to 8:00 PM and would include:

- Confirmation of available parking supply by block face.
- Hourly observations of parking occupancy by block face.
- A color-coded summary graphics depicting rates of utilization (<60%, 60%-85%, >85%).
- Summary Technical memorandum explaining approach, methodology and findings.



4. Hubbard Woods Park Traffic Evaluation

Evaluation of the three circulation and operations alternatives considered in the Streetscape Concept Plan.

- Review current traffic and pedestrian volumes and operations.
- Develop alternate traffic and pedestrian assignments and review operations.
- Qualitative review of operational alternatives.
- Develop recommended Alternate.
- Summary Technical memorandum explaining approach, methodology and findings.



5. Merrill Street Traffic Control Warrant Study

Technical review of traffic control warrants based on data collected:

- Request most recent 5 years of crash data from the Illinois Department of Transportation Division of Traffic Safety.
- Evaluate intersection for All-Way Stop Control in accordance with MUTCD guidelines.
- Evaluate intersection for Traffic Signal Warrants in accordance with MUTCD guidelines.
- Summary Technical memorandum explaining approach, methodology and findings.



6. Pedestrian Flow Analysis

GHA will complete a review of the proposed pedestrian-scale improvements (i.e., curb bump-outs and midblock crossings) as they relate to pedestrian safety.

- Review Pedestrian sight lines for proposed crossing locations.
- Review proposed crossing locations in accordance with IDOT TRA-23.
- Review and recommend appropriate signage and markings.
- Summary Technical memorandum explaining approach, methodology and findings.



7. Green Bay Road at Tower Road Operations

The operations of this unique intersection will be analyzed to identify opportunities for improving both traffic flow and pedestrian safety.

- Review current signal timings and conduct field reviews of operations during peak periods.
- Model operations in SYNCHRO.
- Develop alternate geometric/timing operations for evaluation.
- Summary Technical memorandum explaining approach, methodology and findings.



8. Pavement Evaluation

GHA will engage a subconsultant Testing Services Corporation (TSC) to collect pavement core samples and provide a pavement rehabilitation recommendation. The TSC proposal is attached to the separate fee proposal.



Phase I Scope of Services

Upon completion of the Feasibility Study and direction from the Village, GHA will commence the detailed Phase I Engineering for the proposed improvements to Green Bay Road. All work will be performed in accordance with current IDOT and Village standards and guidelines. Based on the anticipated scope of work but the unknown need for Right-of-Way, we are preparing for the project to be processed as a State Approved Categorical Exclusion. Should FHWA determine that an alternate processing is required, we will adjust our efforts and expenses accordingly.

Our Phase I scope will identify any anticipated Right-of-Way and easement needs. A Plat of Highways for submittal and review by IDOT would be required in Phase II. Additionally, property negotiations and acquisitions, utility relocation coordination, and preparation of contract plans, specifications, and estimates (PS&E) will occur in Phase II.

We have organized our Phase I Scope of Services into nine (9) primary tasks, detailed below:

1. Project Initiation, Coordination & Data Collection

Coordination is a large part of any Phase I Engineering Study. GHA will coordinate with federal, state, and local agencies throughout the duration of the project. It is assumed that, as studies and analyses achieve closure on design and environmental issues, the project will be presented at an FHWA/IDOT BDE coordination meeting(s). The following tasks are anticipated during this phase of the project.

- **Coordination with Village:**
 - GHA will provide regular communication with the Village, including copies of all transmittals and regular updates on milestone approvals as documents, reports and subconsultant deliverables are received.
 - GHA will attend (virtually) monthly status meetings with the Village and maintain a "living" agenda that will allow us to present key issues and information for Village direction and decisions.

- **Coordination with IDOT**
Representatives from GHA will attend a formal Kickoff meeting with Village staff, IDOT Bureau of Local Roads staff, and the North Shore Council of Mayors Planning Liaison. BLRS staff will provide initial direction regarding required environmental clearances, document the scope of work, and provide preliminary concurrence with the project termini.
- **Coordination with FHWA**
Representatives from GHA will attend IDOT BDE/FHWA Coordination meeting(s) with Village staff. The FHWA representatives will confirm the project termini and make final decisions regarding processing requirements and, if necessary, Design Variances. GHA will complete the Initial Coordination Meeting Data form (BLR 22410).
- **Coordination with PACE**
GHA will make initial contact with PACE regarding the Streetscape Plan recommendation to relocate the NB Green Bay Road stop from Gage Street to Merrill Street.
- **Coordination with Utility Agencies**
GHA will coordinate with local utility agencies through the JULIE Design Stage process. The limits of the project will be provided to the utility companies and requests for atlas information will be made. Upon receipt of utility information, the utility company data will be added to the existing condition/base drawings.
- **Data Collection**
GHA will request available historical data and information (e.g., engineering plans, subdivision plans, easement plats, drainage reports, as-built plans, utility atlases, roadway plans, tax maps, USGS maps, FEMA maps, etc.) from the above referenced agencies during the coordination process.
- **Project Administration**
 - GHA will submit the pre-final reports and documents to the Village for review. We will also submit the various reports and preliminary plans to the corresponding agencies as directed by the Village. All final plans and reports (e.g., Phase I Engineering Report, Drainage Report, etc.) will be provided to the Village as appropriate, in hard copy and electronic format.
 - This item also includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes internal project team coordination / design meetings.
 - As requested in the RFQ, GHA will assist the Village with applications for up to three (3) grant opportunities.

2. Topographic and Right-of-Way Survey

GHA will complete a topographic and Right-of-Way survey for the project limits. The survey will meet or exceed the Minimum Standards of Practice as set forth by the Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

- Obtain benchmark information (NAVD88) from USGS, Cook County, or Trimble VRS Now Network.
- Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
- Establish a minimum of two (2) permanent site benchmark(s) (i.e., crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
- Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.

- Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc.
- The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.
- The location of underground utilities, both observed and from record information such as Village utility atlases, will be provided and will include location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.
- Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
- Locate existing tree and brush lines in the right-of-way. Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located; and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown en masse.

Limits of the Topographic and Right-of-Way survey will include approximately 2,700-ft of Green Bay Road from north of Linden Avenue to Chatfield Road, approximately 500-ft of Tower Road east and west of Green Bay Road and approximately 900-ft of Tower Court. Topographic data will extend approximately 15 feet beyond the Right-of-Way, 25 feet along private driveways and 100 feet along public side streets.

The topographic information collected will be supplemented with additional field and office efforts necessary to define and confirm the Right-of-Way of Green Bay Road, Tower Road and Tower Court.

- Research available plats and property records.
- Locate and survey the existing property monumentation in the project area and establish the position of the right-of-way lines within the project limits.
- Locate and survey monuments on side lot property lines along the right-of-way that will be within the project limits.
- Right-of-way shall be based on field located property corners and other survey markers, etc., as well as recorded subdivision plats, recorded dedication plats, recorded easement documents, recorded survey plats and other information available through the County Recorder's website.

Note: *If additional information is required to confirm project boundaries, GHA will provide the Client with a cost estimate for obtaining the title commitments for the parcels.*

3. Traffic & Crash Analyses

GHA will review the current and projected traffic volumes along the corridor.

- **Traffic Data Collection**
Completed as part of the Feasibility Study.

- **Future 2050 Traffic Volumes**

GHA will request 2050 traffic projections for the corridor and key intersections, from the Chicago Metropolitan Agency for Planning (CMAP) and utilize those projections for design volume calculations.

- **Crash Data & Analysis**

GHA will request the most recent five (5) years of crash statistics from IDOT Division of Traffic Safety in Springfield, IL. We will also request crash reports from the Village for the year 2024 to date. The data will be analyzed according to federal guidelines. Recommendations will be made for mitigation needs, if necessary.

- **Intersection Design Studies (IDS)**

Building on the IDS efforts of the Feasibility Study, GHA will refine the IDS design, if necessary, and submit to IDOT BLRS for review and approval. Additional IDS tasks will include:

- Prepare detailed ADA Design for pedestrian crossings at the various intersections.
- Prepare required documentation for any Design Exceptions identified in the IDS. This effort includes completion of the BDE 3100 Design Exception form(s), preparation of the required exhibits, and representing the Village at a Design Exception virtual meeting with IDOT and BDE.
- Identify any preliminary easement and/or Right-of-Way needs.

4. Environmental Studies

GHA will prepare the required submittals and ensure the necessary coordination is completed so the project can receive Design Approval clearances for Biological, Cultural, and Special Waste impacts.

- GHA will prepare and submit the Natural Resources Screening Form and the Cultural Resource Review for Categorical Exclusion forms including the necessary attachments.
- GHA will prepare and submit the IDOT Environmental Survey Request (ESR) Form. This includes completing the form and creating the attachments.

- **Wetlands**

- GHA will conduct a review of the corridor and complete a wetland delineation and associated wetland determination report if necessary.
- We are not anticipating any wetland impacts in the project limits and would assist the Village in submitting a "No Wetlands Impacted" letter to complete the wetland analyses and secure the Wetlands clearance.

- **Preliminary Environmental Site Assessment (PESA)**

GHA will initiate the PESA for the project through the completion and submittal of the ESR for Special Waste.

- **Threatened and Endangered (T/E) Species**

GHA will initiate coordination for federal and state threatened and endangered species through the submittal of the ESR for Biological Clearance

- **Section 4(f) Delineation Evaluation**

A Section 4(f) evaluation is needed for any impacts to publicly owned recreational land. Should easements or permanent impacts (e.g., ROW acquisition) be needed along any of the roadways adjacent to Hubbard Woods Park a Section 4(f) document may be required. *Note: changing traffic patterns or parking around the park may also be considered an impact that needs to be addressed through the Section 4(f) process.* This would be a key topic at the BLRS Kickoff Meeting.

- **Archaeological and Historic Preservation**

GHA will initiate coordination for archaeological and historic preservation consultation through the submittal of the ESR for Cultural Clearance.

5. Preliminary Drainage & Analysis

GHA will prepare the preliminary drainage evaluation and perform required analysis in accordance with the stormwater requirement of the Metropolitan Water Reclamation District (MWRD), IDOT and the Village of Winnetka. Drainage study scope will be highly dependent upon the scope of the improvement project and the additional impervious area generated by the project.

- Collect pertinent as-built plans, USGS maps, County topographic maps, FEMA maps, Village and MWRD permits in the vicinity of the project area, and other pertinent data. GHA will coordinate with IDOT, the Village, and MWRD for information regarding historical flooding issues throughout the project limits and review of reports of flooding problems (flood-prone areas, roadway overtops, etc.) of both adjacent properties and the roadway facility.
- Perform an evaluation of existing drainage conditions through a review of record roadway plans, maps, reports and field reconnaissance trips. Identify existing drainage patterns, drainage systems, and major drainage features. Evaluate sensitivity and suitability of the existing drainage systems and outlets to determine adequacy for continued use.
- Evaluate potential stormwater detention requirement in accordance with the IDOT Drainage Manual. Stormwater detention is not anticipated by the MWRD requirement.
- Evaluate storm sewer design criteria and perform preliminary storm sewer design as necessary including hydraulic grade line computations.
- Identify permit requirements and coordinate with the Village, MWRD, and IDOT for permit needs.
- Evaluate the needs for additional rights-of-way and easement for drainage purposes.
- Prepare a Location Drainage Technical Memorandum in accordance with the IDOT Hydraulics Manual.

6. Preliminary Engineering

- GHA will develop typical sections (existing and proposed) and preliminary plan and profile sheets for the proposed roadway and pedestrian crossing improvements.
- GHA will develop preliminary cross sections for the proposed improvements.
- Utilizing the preliminary cross sections and ADA details, GHA will identify any preliminary easement and or Right-of-Way needs.
- GHA will prepare a preliminary Engineers Opinion of Probable Cost (EOPC) for the improvements utilizing current IDOT pay items.
- GHA will review existing Village utilities within the project limits and coordinate with the Village to determine the extent of local utility improvements that may be constructed at the same time as the improvements. Storm sewer improvements are generally eligible for federal participation, while water main replacement and sanitary sewers are not eligible but can be included in the plan set.

7. Design Exception Processing

- GHA will review the design requirements for Arterials (Both Green Bay Road and Tower Road are classified as Minor Arterials) in accordance with the design requirements published in the IDOT Bureau of Design and Environment Manual. A Design Exception Guide (BLR 22000) form and Design Exception (BLR 22120) form will be completed and submitted for any design element that cannot meet the BDE/BLRS standards.

8. Project Development Report

The Phase I Engineering Study culminates in the completion and submittal of the Project Development Report (PDR). GHA will prepare Pre-Final (draft) and final versions of the PDR document and attachments. The PDR is expected to follow the requirements of IDOT BLR 22210, which addresses processing the project as a State Approved Categorical Exclusion.

Note: *until funding for a future phase of the project is committed to and entered into the CMAP TIP, IDOT and FHWA will not issue Design Approval.*

9. Public Input and Presentations

The Categorical Exclusion process requires public input for the project. Based on previous experience with similar scale projects and the scope contained in the RFQ we are anticipating the following efforts:

- Public Information Meetings:
 - An initial meeting that would introduce the project to the stakeholders with an emphasis on gathering input related to the streetscape and other design components and present much of the information from the Feasibility Study.
 - A second meeting, which would present the proposed improvements, potential right-of-way and easement needs, and other design components.
- GHA will prepare newspaper notices for the Village to publish, prepare handouts, sample resident invitation letters and attendance and comment forms.
- Comments received at the Public Information Meetings will be incorporated in the Project Development Report.
- Following each meeting, GHA will prepare a Frequently Asked Questions (FAQ) document for responses to public comments.
- Prepare for and staff two open-house format meetings.
- We are anticipating that all public input will be conducted in-person in an open-house format at Village Hall.
- GHA will also assist the Village staff and TESKA with presentations at two Village Council meetings.

PROPOSED DELIVERABLES

We envision the following deliverables for the project:

- **Feasibility Study**
 - Preliminary Intersection Design Studies (IDS) without detailed ADA grading
 - A series of technical memoranda and engineering drawings.
 - Summary of traffic and pedestrian counts.
 - Summary of Parking Occupancy Study
 - Summary of Hubbard Woods "Horseshoe" Analysis
 - Summary of Merrill Street Traffic Control Warrant
 - Summary of Pedestrian Flow Analyses
 - Summary of Green Bay Road at Tower Road Operational Review
 - Pavement Condition report and Recommendations
- **Phase I Study**
 - Public Information Meeting documents and Exhibits
 - Final Intersection Design Studies (IDS) with ADA grading
 - Design Exception Documentation
 - Section 4(f) documentation *if necessary*
 - Location Drainage Technical Memorandum
 - Project Development Report.
 - BLR form 22210 and appropriate attachments.

PROPOSED SCHEDULE

GHA is prepared to commence work on the Feasibility Study immediately upon receipt of written authorization from the Village. The topographic survey would be expected to commence within 3-4 weeks of authorization. Traffic Data Collection and Parking observations will generally be completed within 2 weeks of authorization (pending school/holiday schedule). We would anticipate that the Feasibility Study could be completed within 6-8 months. We anticipate that Phase I will be completed within 12-14 months from after the Feasibility Study is complete.

Feasibility Study	
Project Kickoff	November 2024
<i>Topographic and Right-of-Way Survey</i>	November/December 2024
Vehicle and Pedestrian Counts	November/December 2024
Parking Occupancy Study	November/December 2024*
Pedestrian Flow Analyses	January 2025
Green Bay Road at Tower Analysis	January/February 2025
Hubbard Woods Park Traffic Evaluation	February 2025
Intersection Design Studies (IDS)	March/April 2025
Merril Street Analyses	January 2025
Pavement Cores and recommendation	January /February 2025
Village Council Presentation	April/May 2025

**could be delayed until spring to avoid holidays*

Phase I Study	
BLRS Kickoff Meeting	April/May 2025
Environmental Survey Request	May 2025
Initial Public Information Meeting	June 2025
Preliminary Design	July/August 2025
Drainage Analysis	August 2025
Second Public Information Meeting	September/October 2025
STP Funding Application	September/October 2025
Environmental Clearances (8 months after ESR)	January 2026
Project Development Report – Draft	February 2026
Village Council Presentation	March 2026
Design Approval*	April/May 2026

**subject to future phase in approved CMAP TIP*

PROJECT BUDGET

As requested in the RFQ a time-and-materials (T&M) not-to-exceed (NTE) project budget has been calculated in accordance with our current compensation rates and provided in a separate sealed envelope. A detailed estimate of man-hours and direct costs are provided in Exhibits A1, A2 and B, respectively as well as a copy of the TSC Proposal.

COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true;
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder has never been convicted for a violation of State laws prohibiting bid rigging or rotating.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this proposal or bid understands that making a

false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for

Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Departments Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place;

2. Specifying the actions that will be taken against employees for violating this provision;

3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:

A. Abide by the terms of the statement;

B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

4. Establishing a drug free awareness program to inform employees about:

A. The dangers of drug abuse in the work place;

B. The policy of maintaining a drug-free work place;

C. Any available drug counseling, rehabilitation or employee assistance programs;

D. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.

6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.

7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.

8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:

A. Take appropriate action against such employee up to and including termination; or

B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARRASSMENT POLICY

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;

7. Protection against retaliation as provided by 6-101 of the Act.

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (yes or no) No

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

2. Is the bidder 50% or more owned by a publicly traded company? (yes or no) No

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS
AND REPRESENTATIONS AND PROMISES ARE MADE AS A
CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT
UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF
THIS BID.

SIGNATURE: _____

[Redacted Signature]

NAME: Daniel Brinkman, P.E., PTOE TITLE: Senior Transportation Engineer

(print or type)

Subscribed and sworn to me this 19th day of September,

2024, A.D.

By: _____

[Redacted Signature]

(Notary Public)

-Seal-



September 20, 2024

James Bernahl
Director of Engineering
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: Project Budget – **RFQ 20-007 Traffic Study and Pavement Analysis**
 Hubbard Woods Streetscape and Green Bay Road Jurisdictional Transfer Improvement
 GHA Proposal No. 2024.T114

Dear Mr. Bernahl,

As detailed in our statement of qualifications, GHA is ready to act on behalf of the Village of Winnetka. As directed in the RFQ we have provided a Not-To-Exceed fee for the work outlined in our Scope of Services:

Feasibility Study Exhibit A1	\$106,657.00
Phase I Engineering Exhibit A2	<u>\$202,844.00</u>
Grand Total	\$309,501.00

Attached please find our manhour estimates and calculations based on our current hourly rates (attached).

We appreciate your consideration of our proposal and look forward to further discussing our qualifications for this project. Please feel free to contact me if you have any questions.

Sincerely,
Gewalt Hamilton Associates, Inc.




Daniel Brinkman, P.E., PTOE
Senior Transportation Engineer
Direct: 847.821.6222 | DBrinkman@GHA-Engineers.com

2024.T14 Hubbard Woods Budget.docx

Feasibility Study		PM II \$202	PM I \$178	ENG VI \$212	ENG V \$192	ENG IV \$182	ENG III \$170	ENG II \$152	ENG I \$142	Data Mgr \$160	DT III \$148	DT II \$132	DTI \$100	CAD Mgr \$220	CT III \$154	CT II \$128	CT I \$100	AD II \$114	AD I \$92	Acc Mgr \$194	ACC II \$144	Hours Total	Fee
7 Green Bay Road at Tower Road Operations																							
Review signal Timings and Peak Period Observations		6				8																14	\$ 2,668
Model SYNCHRO - Existing Corridor Operations		4		2		8																14	\$ 2,688
Alternate Geometrics / Model Alternates		4		6		12																22	\$ 4,264
Summary Memorandum		4		2		4																10	\$ 1,960
Category Subtotal		18	0	10	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	\$ 11,580
8 Pavement Evaluation																							
Subconsultant Coordination				4																		4	\$ 848
Category Subtotal		0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 848
Total Labor		558																					\$ 94,102
Geotechnical Subconsultant		\$ 8,275																					\$ 8,275
Reimbursable Expenses		\$ 4,280																					\$ 4,280
Total Labor + Reimbursables		\$ 106,657																					\$ 106,657

Phase I Engineering		Sr. PM II \$240	ENG VI \$212	ENG V \$192	ENG IV \$182	ENG III \$170	ENG II \$152	ENG I \$142	LS IV \$214	LS III \$176	LS II \$154	LS I \$136	GIS IV \$186	GIS III \$160	GIS II \$130	GIS I \$110	EC II \$150	CAD Mgr \$220	CT III \$154	CT II \$128	CT I \$100	AD II \$114	AD I \$92	Acc Mgr \$194	ACC II \$144	Hours Total	Fee
1 Project Initiation, Coordination & Data Collection																											
Coordination with Village			32		16																					48	\$ 9,696
Coordination with IDOT BLRS			4		6																					10	\$ 1,940
Coordination with FHWA			4		4																					8	\$ 1,576
Coordination with PACE					4																					4	\$ 728
Coordination with Utility Agencies					2																	12				14	\$ 1,732
Data Collection & Record Drawings					2																					2	\$ 364
Preparation and Submittal of Reports			4		8																					12	\$ 2,304
Grant Applications (3)			12		16									8												36	\$ 6,736
General Project Administration			44																							44	\$ 9,328
Category Subtotal		0	100	0	58	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	12	0	0	0	178	\$ 34,404
2 Topographic Survey, ROW Survey & Base Plan Preparation																											
Research									2																	2	\$ 428
Control										9																9	\$ 1,584
Recon & Locate Property Corners										18																18	\$ 3,168
Locate Improvements in the Field										90																90	\$ 15,840
Dip Structures										18		18														36	\$ 5,616
Draft Existing Conditions																			160							160	\$ 24,640
Analyze Boundary									10																	10	\$ 2,140
QA/QC										12																12	\$ 2,112
Project Management			2						4																	6	\$ 1,280
Category Subtotal		0	2	0	0	0	0	0	16	147	0	18	0	0	0	0	0	0	160	0	0	0	0	0	0	343	\$ 56,808
3 Traffic & Crash Analyses																											
Traffic Data Collection																										0	\$ -
2050 Traffic Projections							4																			4	\$ 608
Crash Data & Traffic Analyses			2				8																			10	\$ 1,640
IDS Refinement			4		4														24							32	\$ 5,272
ADA Details for IDS			8				80																			88	\$ 13,856
Design Exception Forms & Exhibits			2				10																			12	\$ 1,944
Design Exception Meeting			2																							2	\$ 424
Category Subtotal		0	18	0	4	0	102	0	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	148	\$ 23,744
4 Preliminary Engineering																											
Base Plans							4												16							20	\$ 3,072
Typical Sections			6	4			12																			22	\$ 3,864
Preliminary Plan & Profile			8	12			40																			60	\$ 10,080
Preliminary Cross Sections			4	12			8												40							64	\$ 10,528
Estimate of Cost			2	8			12																			22	\$ 3,784
Category Subtotal		0	20	36	0	0	76	0	0	0	0	0	0	0	0	0	0	0	56	0	0	0	0	0	0	188	\$ 31,328
5 Environmental Studies																											
Wetland Delineation and Report																	16									16	\$ 2,400
WIE Form and Submittal															2		4									4	\$ 600
Natural Resource Screening					4										2											6	\$ 988
Cultural Resource Screening					4										2											6	\$ 988
Environmental Survey Request & Supporting Documentation					4										8											12	\$ 1,768
Category Subtotal		0	0	0	12	0	0	0	0	0	0	0	0	0	12	0	20	0	0	0	0	0	0	0	0	44	\$ 6,744

Phase I Engineering		Sr. PM II \$240	ENG VI \$212	ENG V \$192	ENG IV \$182	ENG III \$170	ENG II \$152	ENG I \$142	LS IV \$214	LS III \$176	LS II \$154	LS I \$136	GIS IV \$186	GIS III \$160	GIS II \$130	GIS I \$110	EC II \$150	CAD Mgr \$220	CT III \$154	CT II \$128	CT I \$100	AD II \$114	AD I \$92	Acc Mgr \$194	ACC II \$144	Hours Total	Fee
6 Preliminary Drainage Analyses																											
Research and Evaluate Existing Drainage System		2					8																			10	\$ 1,696
Evaluate Design Criteria and Permit Requirements		4					12																			16	\$ 2,784
Storm Sewer Design		2					12																			14	\$ 2,304
Location Drainage Technical Memorandum		12	2				28																			42	\$ 7,560
Category Subtotal		20	2	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	82	\$ 14,344
7 Public Input																											
Notices and Handouts			2		6																					16	\$ 2,252
Exhibits			2				6							2					12							26	\$ 3,872
Public Information Meeting			16		16																					34	\$ 6,488
Comment documentation and FAQ			6		6																					16	\$ 2,732
Village Council Meeting			12		12																					24	\$ 4,728
Category Subtotal		0	38	0	40	0	6	0	0	0	0	0	0	2	0	0	0	0	12	0	0	0	18	0	0	116	\$ 20,072
8 Design Exception Processing																											
Design Component Review / Exception Guide					8																					8	\$ 1,456
Design Exception Form					12																					12	\$ 2,184
Coordination with IDOT BLRS			2		4																					6	\$ 1,152
Coordination with Village			2		2																					4	\$ 788
Category Subtotal		0	4	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	\$ 5,580
9 Project Development Report																											
Prepare Draft Project Development Report			8		24																					32	\$ 6,064
Prepare Final Project Development Report			4		12																					16	\$ 3,032
Category Subtotal		0	12	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	\$ 9,096
Total Labor		1177																									\$ 202,120
Reimbursable Expenses																											\$724
Total Labor + Reimbursables																											\$202,844



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Gewalt Hamilton Associates, Inc.		WINNETKA HUBBARD WOODS
☒ Prime ☐ Supplement		Date 09/20/24

Consultant

Gewalt Hamilton Associates, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐	300	\$0.67	\$201.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☐	20	\$65.00	\$1,300.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)	☐	250	\$0.25	\$62.50
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable Actual cost (Max \$15/hour)	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost	☐			
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☐	4	\$50.00	\$200.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐	30	\$12.00	\$360.00
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☐			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☐			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☐			
Video Processing for Traffic Data	Actual cost	☐	192	\$15.00	\$2,880.00
Title Commitment	Actual cost	☐		\$950.00	\$0.00
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
Total Direct Cost					\$5,003.50

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND
W.O. = Work Order
J.S. = Job Specific



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

September 13, 2024

Mr. Dan P. Brinkman, P.E., PTOE
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

RE: P.N. 73,898
Pavement Coring
Green Bay Road Improvements
between Linden Ave and Tower Rd
Winnetka, IL

Dear Mr. Brinkman, P.E., PTOE:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide pavement cores for the above captioned project. It is in response to your email dated September 10, 2024. The objectives of our work are to determine pavement composition and subgrade soil conditions, with this information to be used to guide pavement rehabilitation/reconstruction of Green Bay Road (Illinois Route 131) between Linden Avenue and Tower Road.

Scope of Work:

We are proposing to perform six (6) pavement cores as part of our scope of work. The core locations will be spaced about 300 to 350 feet apart. They will be marked in the field by TSC personnel who are trained in layout procedures. Utility clearance for the cores will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

The cores of the asphalt and/or P.C. concrete surface will be taken using a 4-inch diameter core barrel, with auger samples also obtained of underlying base course/subbase materials. Continuous macro-core samples will then be taken of the upper soil subgrade to a minimum depth of 3 feet, from which representative test specimens will be selected at approximate 2-foot intervals. Water level observations will also be made and the core holes patched upon completion using a cold mix asphalt or non-shrink concrete grout.

Assumptions for Permit:

Green Bay Road (Illinois Route 131) is under IDOT jurisdiction and will require an IDOT permit to perform the field work. It has been our experience that it may take at least 6 to 8 weeks or more to get the permit from IDOT, occasionally longer.

Traffic Control:

It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked at each core location using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service.



Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM. If it is determined that traffic control is not needed you will not be charged for this service.

Laboratory Testing:

The pavement cores will be examined by a materials technician in the laboratory, who will accurately measure and describe the various pavement courses. The subgrade samples will be examined by an experienced laboratory soils technician, to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as pocket penetrometer estimates of unconfined compressive strength, as appropriate. Other tests deemed necessary by our Project Engineer may also be recommended for your approval.

Engineering Report:

An engineering report will be prepared upon completion of field and laboratory testing, to include a Pavement Core Summary containing pavement and base course composition and thickness measurements. Subgrade soil classifications and associated laboratory test data will be presented in a separate Soil Test Report. Comments and recommendations will then be made concerning proposed pavement overlay and/or reconstruction alternatives.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Eight Thousand Two Hundred and Seventy-Five Dollars (\$ 8,275.00)** to provide the coring program outlined above. Our proposal is based on the understanding that the core locations are accessible to a conventional truck-mounted drill and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before

Should the study reveal unexpected conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork observations or compaction testing during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

TSC's investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.



Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr. Dan P. Brinkman, P.E., PTOE
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Tel: (847) 478-9700
Email: dbrinkman@gha-engineers.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Timothy R. Peceniak, P.E.
Geotechnical Engineer

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
Green Bay Road Improvements
between Linden Ave and Tower Rd
Winnetka, IL

ITEM		UNIT	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Core Locations and Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
1.2	Private Locator to Mark Secondary and/or Private Underground Utility Lines	Cost + 10%	0	Est. 750.00	\$ 0.00
PERMITS					
2.1	Engineer to Prepare and Submit Permit as well as Cost of IDOT Permit Bond	Lump Sum	1	1,500.00	\$ 1,500.00
DRILLING AND SAMPLING					
3.1	Core Van with One-Person Crew (Portal to Portal)	Lump Sum	1	2,200.00	\$ 2,200.00
3.2	Bit Wear - Per Inch of Asphalt Pavement	Inch	36.00	3.00	\$ 108.00
TRAFFIC CONTROL					
4.1	2-Man Flagging Crew, Regular Time (Portal to Portal), minimum 6.0 Hours	Hour	8.00	340.00	\$ 2,720.00
4.2	2-Man Flagging Crew, Overtime	Hour	0.00	425.00	\$ 0.00
4.3	TSC Pickup, Arrowboard and/or cones	Day	0.00	125.00	\$ 0.00
LABORATORY TESTING					
5.1	Visual Classification and Water Content/Dry Unit Weight Determination of Core Subgrade Sample	Each	12	16.00	\$ 192.00
5.2	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	6	20.00	\$ 120.00
ENGINEERING SERVICES					
6.1	Prepare Engineering Report with Pavement Core Summary and Location Plan	Lump Sum	1	1,000.00	\$ 1,000.00
6.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	200.00	\$ 0.00
ESTIMATED TOTAL					\$ 8,280.00
RECOMMENDED BUDGET					\$ 8,275.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

**TESTING SERVICE CORPORATION**

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

If waivers are required, please provide the Owner's
name here _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2024

The following rates will remain in effect until December 31, 2024, at which time they are subject to an annual increase:

PRINCIPAL	\$264.00	ENGINEER TECHNICIAN V	\$200.00
SENIOR PROJECT MANAGER II	\$240.00	ENGINEER TECHNICIAN IV	\$166.00
SENIOR PROJECT MANAGER I	\$220.00	ENGINEER TECHNICIAN III	\$150.00
PROJECT MANAGER II	\$202.00	ENGINEER TECHNICIAN II	\$126.00
PROJECT MANAGER I	\$178.00	ENGINEER TECHNICIAN I	\$ 92.00
ENGINEER VI	\$212.00	LANDSCAPE ARCHITECT	\$180.00
ENGINEER V	\$192.00	DATA MANAGER	\$160.00
ENGINEER IV	\$182.00	DATA TECHNICIAN III	\$148.00
ENGINEER III	\$170.00	DATA TECHNICIAN II	\$132.00
ENGINEER II	\$152.00	DATA TECHNICIAN I	\$100.00
ENGINEER I	\$142.00	CAD MANAGER	\$220.00
LAND SURVEYOR IV	\$214.00	CAD TECHNICIAN III	\$154.00
LAND SURVEYOR III	\$176.00	CAD TECHNICIAN II	\$128.00
LAND SURVEYOR II	\$154.00	ADMINISTRATIVE II	\$114.00
LAND SURVEYOR I	\$136.00	ADMINISTRATIVE I	\$ 92.00
GIS TECHNICIAN IV	\$186.00	ACCOUNTING MANAGER	\$194.00
GIS TECHNICIAN III	\$160.00	ACCOUNTING II	\$144.00
GIS TECHNICIAN II	\$130.00	ACCOUNTING I	\$130.00
GIS TECHNICIAN I	\$110.00		
ENVIRONMENTAL CONSULTANT II	\$150.00		
ENVIRONMENTAL CONSULTANT I	\$138.00		

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



Agenda Item Executive Summary

TITLE: Resolution No. R-78-2024: Approving a Grant Agreement Between the Village of Winnetka and the Illinois Department of Commerce and Economic Opportunity (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: October 15, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

In 2020, the Village was notified by Representative Robyn Gabel's Office that a line item grant of \$12,000,000 was appropriated from the Build Illinois Bond fund to the Department of Commerce and Economic Development Opportunity (DCEO) for "costs associated with stormwater management improvements". The funding source for this grant was later moved from the Build Illinois Bond Fund to the State Coronavirus Urgent Remediation (CURE) Fund so that Federal ARPA funds could be used as a funding source. In April, the Village was notified that \$7,000,000 in funds from this grant funds were released by the Governor's Office of Management and Budget (GOMB) which authorized the DCEO to complete the grant agreement process with the Village. On September 25, 2024 the Village received the final grant agreement and the Notice of Grant Award for the \$7,000,000 grant from the DCEO.

EXECUTIVE SUMMARY:

The grant agreement between the Village and the DCEO will contribute \$7,000,000 towards Winnetka's stormwater project. Grant funds will be utilized for a portion of the costs associated with stormwater management and the implementation of flood control measures at the Hibbard Preserve Stormwater Storage Project and the Crow Island Underground Stormwater Storage Facility Project.

The Hibbard Preserve Stormwater Storage Project will cover the construction of an approximately 71.4 acre-ft of above ground stormwater storage via a new wetland on the Hibbard Preserve property and modifications to an existing stormwater pumping station. The Crow Island Underground Stormwater Storage Facility Project will cover the construction of an approximately 7.7 acre-ft. of underground stormwater storage, and a new water quality improvement structure.

Grant Funds will also be used to purchase and install storm sewer improvements, including box storm sewers; the installation of new stormwater pumping stations; right-of-way restoration at both sites; and the removal and replacement of roadways, sidewalks, driveways, and curbing required for the underground plumbing work. Once this agreement is fully executed by the Village and the DCEO, the Village will begin submitting reimbursements for stormwater expenses incurred to date. Reimbursements from the DCEO are anticipated to begin in November 2024.

RECOMMENDATION:

Consider adoption of Resolution No. R-78-2024, Approving a Grant Agreement Between the Village of Winnetka and the Illinois Department of Commerce and Economic Opportunity."

ATTACHMENTS:

1. Resolution No. R-78-2024: Approving a Grant Agreement Between the Village of Winnetka and the Illinois Department of Commerce and Economic Opportunity

RESOLUTION NO. R-78-2024

**A RESOLUTION APPROVING A GRANT AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND
THE ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village has been awarded a grant from the State of Illinois Department of Commerce and Economic Opportunity ("***DCEO***") in the amount of \$7,000,000.00 ("***Grant***") to be utilized for stormwater management and the implementation of flood control measures at various locations within the Village; and

WHEREAS, to receive the Grant, the Village must execute a grant agreement with DCEO ("***Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with DCEO;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, the Agreement on behalf of the Village.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

October 15, 2024

R-78-2024

ADOPTED this 15th day of October, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Winnetka**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Winnetka (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

VILLAGE OF WINNETKA

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Christopher Rintz

Printed Title: Village President

Email: crintz@winnetka.org

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **10/01/2024** and expires on **09/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$7,000,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-27-2662 and the CSFA Name is Installation and/or Replacement of Utilities. If applicable, the State Award Identification Number (SAIN) is 2662-53875.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **LHWWNA62MWU87** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006162** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	
☒ Governmental Unit	☐ P = partnership
☐ Estate or Trust	☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make & enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly &/or to use State & federal programs, grants, & subsidies that are available to assist in discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the Village of Winnetka in Cook County.

Grant funds will be utilized for a portion of the costs associated with stormwater management and the implementation of flood control measures in an area bounded to the north by Willow Road, the South by Winnetka Road, the west by the Skokie River, and the east by Glendale Ave in the Village of Winnetka, Illinois. After suffering historic rainfall events that produced widespread flooding and significant property damage to the residents of Winnetka, the Grantee adopted a new Stormwater Management Program in which partnerships were formed between Forest Preserve District of Cook County (FDCC), Winnetka Park District (WPD), and Winnetka School District #36. The program will significantly reduce flooding and remove approximately 413 properties from future flooding occurrences. Grant funds will be used to complete Projects 2 and 3 of the Stormwater Management Program, which consist of the *Hibbard Preserve Stormwater Storage Project* and the *Crow Island Underground Stormwater Storage Facility Project*. The Hibbard Preserve Stormwater Storage Project will cover the construction of an approximately 71.4 acre-ft of above ground stormwater storage via a new wetland on the Hibbard Preserve property and modifications to an existing stormwater pumping station. The Crow Island Underground Stormwater Storage Facility Project will cover the construction of an approximately 7.7 acre-ft. of underground stormwater storage, and a new water quality improvement structure. Grant Funds will also be used to purchase and install storm sewer improvements including box storm sewers; the installation of a new stormwater pumping stations; right-of-way restoration at both sites; and the removal and replacement of roadways, sidewalks, driveways, and curbing required for the underground plumbing work. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Wiring/Electrical** – to include costs associated with the purchase and installation of bondable items such as: wiring; conduit, supports, pump controls, and all other related items.
- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of bondable items such as: asphalt, concrete, curbs, gutters, thermoplastic pavement markings, aggregate base, detectable warnings, subbase, foundations, and all other related items.
- **Excavation/Site Prep/Demo** – to include costs such as: site preparations, removal and disposal of playground equipment, tree removal, non-special waste disposal, and excavation.
- **Plumbing** – to include costs associated with the purchase and installation of bondable items such as:

watermains, connections, pvc and steel casing pipe, backfill, line stop's, valve vaults, service lines, manholes, sanitary sewer lines, storm sewers, culverts, basins, inlets, stormwater treatment devices, caps, fire hydrants, and all other related costs.

- **Other Construction Expenses** – to include the purchase and construction costs including mobilization, fencing, gates, site protections, traffic control, erosion, riprap, seeding turf reinforcement, pump station modification, and other site restoration costs following construction activities.

The completion of this project will benefit the public by providing a significant reduction of flooding by creating stormwater storage areas and water management systems that will decrease stormwater and flood damages to public and private property. This reduction is estimated to provide \$1,900,000 in relief from damages.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Christopher Rintz
Title: Village President
Address: 510 Green Bay Road
Winnetka, IL 60093-2552

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Charles Apgar
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9980
TTY#: (800) 785-6055
Email: Charles.Apgar@Illinois.gov
Address:

GRANTEE CONTACT

Name: Tim Sloth
Title: Finance Director
Address: 510 Green Bay Road
Winnetka, IL 60093-2552
Phone: 847-716-3513
TTY#: N/A
Email: tsloth@winnetka.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Robert Bahan
Authorized Designee Title: Village Manager
Authorized Designee Phone: 847-716-3541
Authorized Designee Email: rbahan@winnetka.otg

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Tim Sloth
Authorized Designee Title: Finance Director
Authorized Designee Phone: 847-716-3513
Authorized Designee Email: tsloth@winnetka.org

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lucy Tankoua
Email: lucy.tankoua@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

ICQ Section:	03 - Financial and Programmatic Reporting
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	04 – Ability to Effectively Implement Requirements
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. Grantees must maintain documentation of additional prior approvals from grantee management. The state agency may request to review plan and documentation at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood; unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.
How to Fix:	Requires development of a plan and timeline to correct deficiencies identified in the risk assessment. The state agency may request to review plan and documentation at its discretion.
Timeframe:	One year from the implementation of additional controls/corrective action plan.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) 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 subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

January 2025

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

November 2026

- End of grant Closeout Financial Report (11/16/2026) - Covering Period of 10/01/2024 - 09/30/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (11/16/2026) - Covering Period of 10/01/2024 - 09/30/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies).
The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

AGENCY

SIGN-OFF

SIGN-OFF

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		RECEIVED	OUTSTANDING
<u>X</u>	Illinois State Historic Preservation Office	<u>x</u>	<u> </u>
<u> </u>	Illinois Dept. of Agriculture	<u> </u>	<u> </u>
<u>x</u>	Illinois Dept. of Natural Resources	<u>x</u>	<u> </u>
<u> </u>	Illinois Environmental Protection Agency	<u> </u>	<u> </u>
<u> </u>	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing

Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

