

Metropolitan Water Reclamation District of Greater Chicago

*100 East Erie Street
Chicago, IL 60611*



Regular Board Meeting Consent Agenda - Draft

Thursday, May 21, 2015

10:00 AM

Board Room

Board of Commissioners

Commissioner Michael A. Alvarez, Chairman of Finance Frank Avila, Commissioner Timothy Bradford, Vice President Barbara J. McGowan, Commissioner Cynthia M. Santos, Commissioner Debra Shore, Commissioner Kari K. Steele, Commissioner Patrick D. Thompson, President Mariyana T. Spyropoulos

THE FOLLOWING PROCEDURES WILL GOVERN THE MEETING PROCESS:

- 1. Board Members who vote "Nay, Present, or Abstain" or have a question on any item may request the item be removed from the Consent Agenda.**
- 2. Citizens in the audience who address the Board on any item may request the item be removed from the Consent Agenda.**
- 3. Items removed from the Consent Agenda are considered separately.**
- 4. One roll call vote is taken to cover all Consent Agenda Items.**

Metropolitan Water Reclamation District of Greater Chicago

STANDING COMMITTEES

Chairman

Vice Chairman

Affirmative Action	McGowan	Avila
Budget & Employment	Steele	Shore
Engineering	Avila	Shore
Ethics	Bradford	Spyropoulos
Federal Legislation	Alvarez	Bradford
Finance	Avila	Bradford
Industrial Waste & Water Pollution	Thompson	Avila
Information Technology	Steele	Thompson
Judiciary	Spyropoulos	Thompson
Labor & Industrial Relations	Santos	Alvarez
Maintenance & Operations	Avila	Bradford
Monitoring & Research	Thompson	Steele
Municipalities	Shore	Santos
Pension, Human Resources & Civil Service	Spyropoulos	McGowan
Public Health & Welfare	Avila	Shore
Public Information & Education	Shore	McGowan
Procurement	McGowan	Santos
Real Estate Development	Spyropoulos	Santos
State Legislation & Rules	Santos	Alvarez
Stormwater Management	Alvarez	Steele

2015 REGULAR BOARD MEETING SCHEDULE

January	8	22
February	5	19
March	5	19
April	9	23
May	7	21
June	4	18
July	9	
August	6	
September	3	17
October	1	15
November	5	19
December	1 (Annual Meeting)	
December	3	17

2015

January

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Call Meeting to Order**Roll Call****Approval of Previous Board Meeting Minutes****Recess and Convene as Committee of the Whole****Recess and Reconvene as Board of Commissioners****Finance Committee****Report**

- 1 [15-0528](#) Report on the investment interest income during February 2015
Attachments: [Inv Int Inc 2015-02 att.pdf](#)
- 2 [15-0529](#) Report on the investment interest income during March 2015
Attachments: [Inv Int Inc 2015-03 att.pdf](#)
- 3 [15-0530](#) Report on investments purchased during February 2015
Attachments: [Inv Purch 2015-02 att.pdf](#)
- 4 [15-0531](#) Report on investments purchased during March 2015
Attachments: [Inv Purch 2015-03 att.pdf](#)
- 5 [15-0533](#) Report on investment inventory statistics at March 31, 2015
Attachments: [Inv Stat 2015 Q1 Inv.pdf](#)
 [Inv Stat 2015 Q1 Fin Mkt.pdf](#)

Authorization

- 6 [15-0517](#) Authority to add Project 15-722-21, Furnish and Deliver Two Submersible Pumps for the Bio-P Removal at the Kirie Water Reclamation Plant, to the Construction Fund, estimated cost of the project is \$50,000.00
- 7 [15-0558](#) Authority to add Project 15-901-21 Furnish, Deliver and Install Four Sacrificial Deep Anode Ground Beds for the Cathodic Protection System Located at the Mainstream Pumping Station, to the Construction Fund, estimated cost of the project is \$460,000.00

Procurement Committee

Report

- 8 [15-0535](#) Report of bid opening of Tuesday, May 5, 2015
- 9 [15-0553](#) Report of bid opening of Tuesday, May 12, 2015

Authorization

- 10 [15-0495](#) Authorization to accept initial annual rental bid for Contract 15-360-11 Proposal to Lease for 37-years 4.2± acres of District real estate located at approximately 4300 West 130th Street in Alsip, Illinois; Cal-Sag Channel Parcel 12.03 from Greif Packaging LLC, in the amount of \$43,500.00
Attachments: [Map.Parcel 12.03 Greif.pdf](#)
- 11 [15-0512](#) Authorization to amend Board Order of April 9, 2015, regarding Authority to increase Contract 11-054-3P Disinfection Facilities, Terrance O'Brien Water Reclamation Plant, to Walsh Construction Company !!, LLC, in an amount not to exceed \$566,776.55, from an amount of 60,093,131.29 to an amount not to exceed \$60,659,897.84, 401-50000-645650, Purchase Order 4000005, Agenda Item No. 34, File No. 15-0357
- 12 [15-0552](#) Authorization to accept amended annual rental bid for Contract 14-366-11 Amendment to Bid for Proposal to Lease for 39-years on approximately 11.66 acres of District real estate located at 3301 S. California Avenue in Chicago, Illinois; Main Channel Parcel 42.03 from Gardner-Gibson, Incorporated in the amount of \$841,000.00
Attachments: [Map.Parcel 42.03 GG.pdf](#)

Authority to Advertise

- 13 [15-0509](#) Authority to advertise Contract 15-108-11 Furnish and Deliver Boat Maintenance, Repairs, and Parts, estimated cost \$24,000.00, Account 101-16000-612790, Requisition 1397574
- 14 [15-0514](#) Authority to advertise Contract 10-883-AF, Flood Control/Streambank Stabilization Project for Tinley Creek, estimated cost \$4,207,935.00, Account 501-50000-645620, Requisition 1398261
Attachments: [15-0514 10-883-AF Project Fact Sheet](#)
- 15 [15-0515](#) Authority to advertise Contract 10-884-AF Flood Control Project for Upper Salt Creek, estimated cost \$1,450,973.00, Account 401-50000-645620, Requisition 1382552
Attachments: [15-0515 10-884-AF, Fact Sheet 5.21.15](#)

- 16 [15-0534](#) Authority to advertise Contract 15-025-11, Furnish and Deliver Plumbing Pipe, Fittings and Valves to Various Locations for a One-Year Period, estimated cost \$234,200.00, Account 101-20000-623090

- 17 [15-0543](#) Authority to advertise Contract 15-722-21 Furnish and Deliver Two Submersible Pumps for the Bio-P Removal at the Kirie Water Reclamation Plant, estimated cost \$50,000.00, Account 201-50000-634990, Requisition 1389640

- 18 [15-0544](#) Authority to advertise Contract 15-051-11 Furnish and Deliver Miscellaneous Hand Tools to Various Locations for a One (1) Year Period, estimated cost \$48,000.00, Account 101-20000-623680

Issue Purchase Order

- 19 [15-0492](#) Issue purchase order and enter into an agreement with Ms. Rosalie Swango of R. Swango Consulting to Provide Professional Services for the Nutrient Loss Reduction Program at the Fulton County Site in an amount not to exceed \$30,000.00, Account 101-16000-601170, Requisition 1397615

- 20 [15-0496](#) Issue purchase order and enter into an agreement for 15-RFP-09 Professional Audio-Video Services for Examinations on an as needed basis for the period June 1, 2015 through December 31, 2017 with Big Shoulders Digital Video Productions, Inc., in an amount not to exceed \$90,000.00, Account 101-25000-601170, Requisition 1392698

- 21 [15-0497](#) Issue purchase order to The Institute of Electrical and Electronics Engineers, Inc. to Furnish and Deliver IEEE Standards Library Online Software Licensing Maintenance, in an amount not to exceed \$24,920.00, Account 101-27000-612820, Requisition 1398258

- 22 [15-0501](#) Issue a purchase order and enter into an agreement with Weaver Consultants Group North Central, LLC, for professional environmental consulting services including environmental site auditing and Phase I environmental site assessment of District-owned land, in an amount not to exceed \$300,000.00, Account 101-66000-601170, Requisition 1396557

- 23 [15-0510](#) Issue Purchase Order and enter into an Agreement with Green SEED Energy®, to furnish and deliver rental services of BioSolids Institute Composting Technology, in an amount not to exceed \$50,000.00, Account 201-50000-612490, Requisition 1397975

- 24 [15-0519](#) Issue purchase orders and enter into agreements for Contract 15-RFP-11 Legal Services for Workers' Compensation Defense for the period June 1, 2015 through May 31, 2017 with Dennis Noble & Associates, P.C. in an amount not to exceed \$170,000.00, Neuson Law, P.C. in an amount not to exceed \$80,000.00, and Heyl, Royster, Voelker & Allen, P.C. in an amount not to exceed \$50,000.00. Account 101-25000-601170. Requisitions 1394106, 1394107, and 1394108

- 25 [15-0532](#) Issue purchase orders to Boerger LLC to Furnish and Deliver Boerger Pump Parts to Various Locations, in a total amount not to exceed \$160,000.00, Accounts 101-66000, 67000, 68000, 69000-623270

- 26 [15-0538](#) Issue purchase order for Contract 15-102-11, Furnish and Deliver Preventive Maintenance on Laboratory Balances to John F. Starmann Co., d/b/a C & M Scale Company, in an amount not to exceed \$10,635.00, Account 101-16000-612970, Requisition 1393041

- 27 [15-0539](#) Issue purchase orders and enter into an agreement with Dresser, Inc., to Provide Technical Field Services for Blowers at the Calumet and Egan Water Reclamation Plants, in an amount not to exceed \$25,000.00, Accounts 101-67000, 68000-612650, Requisitions 1393038 and 1364669

- 28 [15-0542](#) Issue purchase order for Contract 15-604-11, Furnishing and Delivering Plumbing Supplies, in an amount not to exceed \$132,170.00, Accounts 101-67000, 68000, 69000-623090, Requisitions 1386157, 1385820, 1384955, 1385014, 1386812 and 1386801

- 29 [15-0551](#) Issue purchase order and enter into an agreement with PT Chicago, L.L.C. for space at Presidential Towers in Chicago for TARP Telemetry Radio Equipment for a three (3) year period from September 1, 2015, through August 31, 2018, in an amount not to exceed \$164,228.05. Account 101-69000-612330, Requisition 1396201

Award Contract

- 30 [15-0536](#) Authority to award Contract 13-409-3P, Nitrogen Removal in Centrate, Egan Water Reclamation Plant, to IHC Construction Companies, LLC, in an amount not to exceed \$2,675,000.00, plus a five (5) percent allowance for change orders, in an amount of \$133,750.00, for a total amount not to exceed \$2,808,750.00. Account 401-50000-645650 Requisition 1390642

Attachments: [08-AA.pdf](#)
[PROJECT VIEW.pdf](#)

Increase Purchase Order/Change Order

- 31 [15-0499](#) Authority to increase purchase order with Latisys-Chicago, LLC for Contract 14-RFP-30 Co-Location Services, in an amount of \$26,136.00, from an amount of \$286,884.00, to an amount not to exceed \$313,020.00, Account 101-27000-612210, Purchase Order 3083787

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- 32 [15-0502](#) Authority to decrease purchase order with RhinoDox, Inc. (formerly Federal Records Storage MDMC), for Contract 11-RFP-02 Outsourcing of Storage of District Records for a Three-Year Period, in an amount of \$1,642.54, from an amount of \$216,089.11, to an amount not to exceed \$214,446.57, Account 101-15000-612490, Purchase Order 3068734
Attachments: [Decrease and close PO 3068734.pdf](#)
- 33 [15-0513](#) Authority to increase Contract 11-054-3P Disinfection Facilities, Terrence J. O'Brien Water Reclamation Plant, to Walsh Construction Company II, LLC in an amount not to exceed \$204,268.06, from an amount of \$60,659,907.84 to an amount not to exceed \$60,864,175.90, Account 401-50000-645650, Purchase Order 4000005
Attachments: [CO Log 11-054-3P 5-21-15.pdf](#)
- 34 [15-0518](#) Authority to decrease purchase order to W.W. Grainger, Inc., to Furnish and Deliver Maintenance, Repair and Operating Catalog Products, under the National Joint Powers Alliance (NJPA) Cooperative Purchasing Contract #102109-WWG, in an amount of \$15,896.22, from an amount of \$315,691.40, to an amount not to exceed \$299,795.18, Account 101-VARIOUS-VARIOUS, Purchase Order 3079720
Attachments: [Grainger NJPA 3079718 3079719 3079720 3079721 3079722 3079723 307972](#)

Engineering Committee

Report

- 35 [15-0522](#) Report on change orders authorized and approved by the Director of Engineering during the month of April 2015
Attachments: [Attachment 1.pdf](#)
 [Attachment 2.pdf](#)
 [Attachment 3.pdf](#)

Authorization

- 36 [15-0521](#) Authority to make payment of \$9,000,000.00 to the U.S. Army Corps of Engineers for the non-federal sponsor's share of the costs associated with the Chicagoland Underflow Plan McCook Reservoir, Project 73-161-2H, Account 401-50000-645630

Judiciary Committee

Authorization

- 37 [15-0555](#) Authority to pay an award for the Workers' Compensation Claim of Scott Bresnahan vs. MWRDGC, Case 14 WC 23745, Illinois Workers' Compensation Commission (IWCC), in the sum of \$78,116.40, Account 901-30000-601090

Maintenance & Operations Committee

Reports

- 38 [15-0557](#) Report on change orders authorized and approved by the Director of Maintenance and Operations during the month of April 2015
Attachments: [April 2015 R98 Report.pdf](#)

Real Estate Development Committee

Authorization

- 39 [15-0493](#) Authority to issue a check payable to Material Service Corporation in the amount of \$258,994.39 as reimbursement of the District's pro rata share of the First Installment of the year 2014 Real Estate Taxes paid by it for the Lower West Lobe of the Thornton Quarry, Thornton Composite Reservoir, Project 77-235-2F (401-50000-645620)
- 40 [15-0527](#) Authorization to commence statutory procedures to lease approximately 9 acres of District real estate located at 15185 Main Street in Lemont, Illinois; Main Channel Parcel 24.02 and part of Main Channel Parcel 24.10
Attachments: [Map.Parcels 24.02 & 24.10.pdf](#)
- 41 [15-0545](#) Authority to enter into a five (5) year slip agreement with the South Suburban Land Bank & Development Authority for the District to moor a boat and a barge at Fay's Point Marina in Blue Island, Illinois. Consideration shall be \$10.00
Attachments: [Map.Fay's Point Marina.pdf](#)
- 42 [15-0546](#) Authority to pay 2014 real estate taxes in the amount of \$665,305.20 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in Will County, Illinois, Account 101-30000-667130
- 43 [15-0547](#) Authority to pay 2014 real estate taxes in the amount of \$69,442.32 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in Fulton County, Illinois, Account 101-30000-667130
- 44 [15-0548](#) Authority to pay 2014 real estate taxes in the amount of \$7,938.14 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in DuPage County, Illinois, Account 101-30000-67130

- 45 [15-0550](#) Consent to sub-sublease between Matt Rogatz and Orkin, LLC on an approximately 4,550 sq. ft. portion of the leasehold at 3350 S. Kedzie Avenue, Chicago, Illinois; Main Channel Parcel 41.03. Consideration shall be an initial annual fee of \$620.50 plus a \$2,500 document preparation fee

Attachments: [Map.Parcel 41.03.pdf](#)

Stormwater Management Committee

Authorization

- 46 [15-0520](#) Authorization to negotiate intergovernmental agreements with the City of Northlake, Village of Stone Park, Village of Melrose Park, Village of Bellwood, Village of Westchester, and Village of Broadview for the Addison Creek Reservoir and Channel Improvements
- 47 [15-0523](#) Authority to enter into an intergovernmental agreement with the Village of Burr Ridge for authorization to administer provisions of the Watershed Management Ordinance with respect to stormwater management
- 48 [15-0549](#) Authorization to amend the Rain Barrel Program and to amend existing rain barrel Intergovernmental Agreements consistent with the program changes, and further to enter into Memorandum of Understandings with community groups and nongovernmental organizations interested in participating in the program.
- Attachments: [5.21.15 Revised Rain Barrel Policy B'OC LLD Rev A Fore Rev 5 12.pdf](#)
 [5.21.15 Rain Barrel IGA TEMPLATE Revised 5 21 15 v2.pdf](#)
 [5.21.15 TEMPLATE MOU Community Group-NGO Rain Barrel Distribution.pdf](#)
- 49 [15-0554](#) Authorization to negotiate an intergovernmental agreement with the Village of Wilmette to partially fund the installation of green alleys in Wilmette, Illinois

Miscellaneous and New Business

Ordinance - Right of Way

- 50 [R15-005](#) Adopt Ordinance No. R15-005 Amending Ordinance R14-001 Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Melrose Park, Illinois in part of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

Attachments: [5 21 15 ROW Ordinance R15-005](#)
 [5 21 15 ROW Ordinance R15-005 TL](#)

Adjournment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0528, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on the investment interest income during February 2015

Dear Sir:

Attached is a report of cash investment interest income received by the District for the month of February 2015 and a comparison of income for the same period in 2014.

The District's inventory of investments at February 28, 2015, consisted of 178 items having a total par value of \$796,154,527.08, an average annual yield of 0.778%, and total interest income to maturity of approximately \$23 million. Inventory figures at the same date in 2014 were 202 items having a total par value of \$707,293,719.70, an average annual yield of 1.040%, and total interest income to maturity of approximately \$26.6 million.

Interest Forecast for 2015:

Expect short-term rates (0-5 years) to remain anchored by an artificially low Federal Funds rate for an extended period of time. On March 19, 2014, the Federal Reserve changed their two adopted thresholds for determining policy on how long to hold the current 0% to 0.25% target range for the federal funds rate. The Committee will assess progress-both realized and expected-towards its policy objectives of maximum employment and 2 percent inflation. The Fed will no longer use a threshold of a 6.5% unemployment rate before it will raise the short-term interest rates, and instead weigh a combination of employment and inflation indicators. The guidance now suggests that the Fed will continue to hold short-term rates near zero until late 2015. The District will experience its seventh consecutive year of very low interest income earned on short-term investments.

The District has invested its longer-term holdings in callable government agency securities and municipal bonds, which will provide a significant portion of the interest income earned in 2015. These investments pay interest twice per year; therefore, the months of January and July will provide a majority of the interest income for the year. Income earned in other months will be minimal and would relate to short-term investments maturing throughout the year to meet the operating and capital needs of the District.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:st

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

INVESTMENT INTEREST INCOME MONTH AND YEAR-TO-DATE 2015 VS. 2014

MONTH OF FEBRUARY

FUND TITLE	2015	2014	INCREASE (DECREASE)
Corporate Fund	\$ 117,305.16	\$ 207,167.69	\$ (89,862.53)
Construction Fund	46,805.96	64,207.13	(17,401.17)
B & I Sinking Funds	125,444.85	173,006.48	(47,561.63)
Capital Improvement Bond Fund	197,462.23	216,590.64	(19,128.41)
Stormwater Fund	37,616.35	61,846.72	(24,230.37)
Working Cash Funds	0.00	0.00	0.00
Reserve Claim Fund	115.33	1,227.04	(1,111.71)
Total Investment Interest	\$ 524,749.88	\$ 724,045.70	\$ (199,295.82)

YEAR TO DATE FEBRUARY 28

FUND TITLE	2015	2014	INCREASE (DECREASE)
Corporate Fund	\$ 215,593.08	\$ 1,130,236.59	\$ (914,643.51)
Construction Fund	91,196.10	210,336.12	(119,140.02)
B & I Sinking Funds	228,635.41	273,166.48	(44,531.07)
Capital Improvement Bond Fund	549,268.08	613,536.12	(64,268.04)
Stormwater Fund	81,995.02	208,658.62	(126,663.60)
Working Cash Funds	42,775.84	50,604.71	(7,828.87)
Reserve Claim Fund	60,999.11	63,279.17	(2,280.06)
Total Investment Interest	\$ 1,270,462.64	\$ 2,549,817.81	\$ (1,279,355.17)



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0529, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on the investment interest income during March 2015

Dear Sir:

Attached is a report of cash investment interest income received by the District for the month of March 2015 and a comparison of income for the same period in 2014.

The District's inventory of investments at March 31, 2015, consisted of 185 items having a total par value of \$925,190,689.05, an average annual yield of 0.695%, and total interest income to maturity of approximately \$22.9 million. Inventory figures at the same date in 2014 were 211 items having a total par value of \$806,396,677.99, an average annual yield of 0.958%, and total interest income to maturity of approximately \$27.6 million.

Interest Forecast for 2015:

Expect short-term rates (0-5 years) to remain anchored by an artificially low Federal Funds rate for an extended period of time. On March 19, 2014, the Federal Reserve changed their two adopted thresholds for determining policy on how long to hold the current 0% to 0.25% target range for the federal funds rate. The Committee will assess progress-both realized and expected-towards its policy objectives of maximum employment and 2 percent inflation. The Fed will no longer use a threshold of a 6.5% unemployment rate before it will raise the short-term interest rates, and instead weigh a combination of employment and inflation indicators. The guidance now suggests that the Fed will continue to hold short-term rates near zero until late 2015. The District will experience its seventh consecutive year of very low interest income earned on short-term investments.

The District has invested its longer-term holdings in callable government agency securities and municipal bonds, which will provide a significant portion of the interest income earned in 2015. These investments pay interest twice per year; therefore, the months of January and July will provide a majority of the interest income for the year. Income earned in other months will be minimal and would relate to short-term investments maturing throughout the year to meet the operating and capital needs of the District.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:st

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

INVESTMENT INTEREST INCOME MONTH AND YEAR-TO-DATE 2015 VS. 2014

MONTH OF MARCH

FUND TITLE	2015	2014	INCREASE (DECREASE)
Corporate Fund	\$ 43,507.26	\$ 45,783.80	\$ (2,276.54)
Construction Fund	10,131.65	10,822.89	(691.24)
B & I Sinking Funds	36,500.80	31,455.56	5,045.24
Capital Improvement Bond Fund	40,156.26	52,171.66	(12,015.40)
Stormwater Fund	7,620.92	8,682.27	(1,061.35)
Working Cash Funds	0.00	0.00	0.00
Reserve Claim Fund	2,619.85	4,552.78	(1,932.93)
Total Investment Interest	\$ 140,536.74	\$ 153,468.96	\$ (12,932.22)

YEAR TO DATE MARCH 31

FUND TITLE	2015	2014	INCREASE (DECREASE)
Corporate Fund	\$ 259,100.34	\$ 1,176,020.39	\$ (916,920.05)
Construction Fund	101,327.75	221,159.01	(119,831.26)
B & I Sinking Funds	265,136.21	304,622.04	(39,485.83)
Capital Improvement Bond Fund	589,424.34	665,707.78	(76,283.44)
Stormwater Fund	89,615.94	217,340.89	(127,724.95)
Working Cash Funds	42,775.84	50,604.71	(7,828.87)
Reserve Claim Fund	63,618.96	67,831.95	(4,212.99)
Total Investment Interest	\$ 1,410,999.38	\$ 2,703,286.77	\$ (1,292,287.39)



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0530, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on investments purchased during February 2015

Dear Sir:

Attached is a report indicating the investments made in securities and overnight money market funds for the various District Funds during the month of February 2015.

During the month, 1 individual investment was made with a total par value of \$10,000,000.00 at an average annual yield of 0.016%. The interest income to maturity of this investment is \$1,822.22. There were no items for less than 30 days.

Additionally, 21 investments were made in Money Market Funds during the month, with a par value of \$136,622,016.24 at an average annual yield of 0.09%.

The fixed income market continues to be challenged by exceptionally low investment yields. There is very little risk premium to be earned by extending maturities for uncollateralized investments such as commercial paper beyond a 60-day period. As such, investments continue to be made to meet the District's liquidity demands for debt service, payroll, and other operating expenditures, based upon the best yield offered on the date of investment as well as the diversification requirements of the District's Investment Policy. See the last page of the attachment for the average market interest rates offered for purchases during the month. Commercial Paper and High Yield Savings continue to provide the highest yields for short-term investment requirements.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:st

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Long Purchases
February 2015

Fund	Description	Num Days	Par Value	Interest Rate	Cost
461	Commercial paper	41	10,000,000.00	0.16	9,998,177.78
Grand Total			\$ 10,000,000.00	\$	9,998,177.78

Count:	1
Min Rate:	0.16
Max Rate:	0.16
Min Days:	41
Max Days:	41
Average Rate:	0.16
Average Days:	41
Average Months:	1.37

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Money Market Purchases
February 2015

Fund	Description	Par Value	Cost
	101 Money Market Savings	\$ 1.08	\$ 1.08
	101 Money Market Savings	7,035.58	7,035.58
	101 Money Market Savings	86,001,043.64	86,001,043.64
	101 Money Market Savings	0.10	0.10
	101 Money Market Savings	3,972.61	3,972.61
	105 Money Market Savings	1,000,003.92	1,000,003.92
	201 Money Market Savings	1.06	1.06
	201 Money Market Savings	125.65	125.65
	332 Money Market Savings	40,000,438.36	40,000,438.36
	434 Money Market Savings	91.87	91.87
	436 Money Market Savings	258.32	258.32
	437 Money Market Savings	68.91	68.91
	437 Money Market Savings	7,945.21	7,945.21
	438 Money Market Savings	9,600,726.82	9,600,726.82
	473 Money Market Savings	1.05	1.05
	474 Money Market Savings	1.05	1.05
	474 Money Market Savings	69.33	69.33
	501 Money Market Savings	1.05	1.05
	501 Money Market Savings	115.30	115.30
	901 Money Market Savings	1.05	1.05
	901 Money Market Savings	114.28	114.28
Grand Total		\$ 136,622,016.24	\$ 136,622,016.24

Count:	21
Min Rate:	0.00
Max Rate:	0.20
Average Rate:	0.09

Market Interest Rates on Investment Purchases as of 2/28/2015

	1-Month	3-Month	6-Month	1-Year
Collateralized CD's	0.01%	0.02%	0.04%	N/A
U.S. Treasuries	0.02%	0.02%	0.07%	0.22%
Commercial Paper*	0.17%	0.25%	0.34%	N/A
Discount Notes	0.04%	0.05%	0.07%	0.23%
Illinois Funds	0.01%	0.01%	0.01%	0.01%
High Yield Savings	0.05%	0.05%	0.05%	0.05%
Associated Bank Public Funds Money Market Advantage	0.20%	0.20%	0.20%	0.20%

*Commercial Paper authorization limited to 270 days maturity.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0531, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on investments purchased during March 2015

Dear Sir:

Attached is a report indicating the investments made in securities and overnight money market funds for the various District Funds during the month of March 2015.

During the month, 13 individual investments were made with a total par value of \$109,600,000.00 at an average annual yield of 0.216%. The interest income to maturity of these investments is \$27,193.33. Investments made included 12 items for a period of greater than 30 days with a par value of \$84,600,000.00, invested at an average yield of 0.22%, and 1 item for less than 30 days (average 29 days) with a par value of \$25,000,000.00 at an average yield of 0.20%.

Additionally, 20 investments were made in Money Market Funds during the month, with a par value of \$142,036,361.62 at an average annual yield of 0.13%.

The fixed income market continues to be challenged by exceptionally low investment yields. There is very little risk premium to be earned by extending maturities for uncollateralized investments such as commercial paper beyond a 60-day period. As such, investments continue to be made to meet the District's liquidity demands for debt service, payroll, and other operating expenditures, based upon the best yield offered on the date of investment as well as the diversification requirements of the District's Investment Policy. See the last page of the attachment for the average market interest rates offered for purchases during the month. Commercial Paper and High Yield Savings continue to provide the highest yields for short-term investment requirements.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:st

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Long Purchases
March 2015

Fund	Description	Num Days	Par Value	Interest Rate	Cost
333	Commercial paper	62	\$ 3,001,000.00	0.21	\$ 2,999,914.64
335	Commercial paper	62	5,001,700.00	0.21	4,999,891.05
345	Commercial paper	81	10,000,000.00	0.22	9,995,050.00
372	Commercial paper	62	5,001,700.00	0.21	4,999,891.05
375	Commercial paper	81	10,000,000.00	0.21	9,995,275.00
397	Commercial paper	62	1,995,600.00	0.21	1,994,878.26
436	Commercial paper	69	15,000,000.00	0.23	14,993,387.50
438	Commercial paper	76	10,000,000.00	0.20	9,995,777.78
459	Commercial paper	62	10,000,000.00	0.19	9,996,727.78
Commercial paper Total			70,000,000.00		69,970,793.06
372	Certificate of Deposit	181	3,600,000.00	0.35	3,600,000.00
397	Certificate of Deposit	184	10,000,000.00	0.20	10,000,000.00
701	Certificate of Deposit	366	1,000,000.00	0.65	1,000,000.00
Certificate of Deposit Total			14,600,000.00		14,600,000.00
Grand Total			\$ 84,600,000.00		\$ 84,570,793.06

Count:	12
Min Rate:	0.19
Max Rate:	0.65
Min Days:	62
Max Days:	366
Average Rate:	0.22
Average Days:	92.47
Average Months:	3.08

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Short Purchases
March 2015

Fund	Description	Num Days	Par Value	Interest Rate	Cost
101	Commercial paper	29	25,000,000.00	0.20	24,995,972.22
Grand Total			\$ 25,000,000.00	\$	24,995,972.22

Count:	1
Min Rate:	0.20
Max Rate:	0.20
Min Days:	29
Max Days:	29
Average Rate:	0.20
Average Days:	29
Average Months:	0.97

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Money Market Purchases
March 2015

Fund	Description	Par Value	Cost
101	Money Market Savings	\$ 1.47	\$ 1.47
101	Money Market Savings	7,612.85	7,612.85
101	Money Market Savings	50,001,497.61	50,001,497.61
101	Money Market Savings	40,007,519.78	40,007,519.78
105	Money Market Savings	15.70	15.70
201	Money Market Savings	1.44	1.44
201	Money Market Savings	130.21	130.21
332	Money Market Savings	40,009,643.86	40,009,643.86
434	Money Market Savings	78.75	78.75
436	Money Market Savings	262.42	262.42
437	Money Market Savings	78.75	78.75
437	Money Market Savings	8,494.40	8,494.40
438	Money Market Savings	12,000,701.53	12,000,701.53
473	Money Market Savings	1.42	1.42
474	Money Market Savings	1.43	1.43
474	Money Market Savings	79.23	79.23
501	Money Market Savings	1.43	1.43
501	Money Market Savings	119.49	119.49
901	Money Market Savings	1.43	1.43
901	Money Market Savings	118.42	118.42
Grand Total		\$ 142,036,361.62	\$ 142,036,361.62

Count:	20
Min Rate:	0.03
Max Rate:	0.20
Average Rate:	0.13

Market Interest Rates on Investment Purchases as of 3/31/2015

	1-Month	3-Month	6-Month	1-Year
Collateralized CD's	0.01%	0.02%	0.03%	N/A
U.S. Treasuries	0.05%	0.03%	0.14%	0.26%
Commercial Paper*	0.17%	0.24%	0.35%	N/A
Discount Notes	0.04%	0.06%	0.11%	0.27%
Illinois Funds	0.02%	0.02%	0.02%	0.02%
High Yield Savings	0.04%	0.04%	0.04%	0.04%
Associated Bank Public Funds Money Market Advantage	0.20%	0.20%	0.20%	0.20%

*Commercial Paper authorization limited to 270 days maturity.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0533, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Report on investment inventory statistics at March 31, 2015

Dear Sir:

Attached is a report of Investment Inventory Statistics at March 31, 2015, and a summary of Financial Market Statistics for the first quarter of 2015.

The average interest rate of the investment inventory at the end of March was 0.70%, a decrease from 1.11% at December 31, 2014. The total par value of the inventory was \$925,190,689.05 at month-end.

The Federal Funds rate, a daily borrowing rate between banks, was 0.12% at month-end, which represents no change from 0.12% at December 31, 2014. The average yield on the benchmark 90-day Treasury Bill at March 31st was 0.04%, while the District ending investment portfolio average interest rate was 0.70%, significantly greater than the benchmark for the portfolio. The average level of investment for the quarter was 100% of available funds, exclusive of required compensating cash balances.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:st

Attachment

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
TREASURY DEPARTMENT**

**Composition of Investment Inventory
March 31, 2015**

Investment	Par Amount	Percent of Total	Average Interest Rate	Number of Investments	Current Market Value	Cost
Money Market/Savings	\$ 279,155,689.05	30.2%	0.15	20	\$ 279,155,689.05	\$ 279,155,689.05
Treasury Bills	-			-	-	-
FNMA Discount Notes	60,000,000.00	6.5%	0.19	2	59,958,510.00	59,918,683.33
Commercial Paper	150,000,000.00	16.2%	0.20	15	149,979,371.40	149,947,277.78
Certificates of Deposit	65,900,000.00	7.1%	0.32	19	65,900,000.00	65,900,000.00
US Government Agencies	370,135,000.00	40.0%	1.45	126	371,492,380.70	370,135,000.00
Total Investments	\$ 925,190,689.05	100%	0.70%	182	\$ 926,485,951.15	\$ 925,056,650.16

90-Day Treasury Bill Rate (benchmark): **0.04%**

Term of Investment Securities

		30 Days or Less				Over 30 Days				
Investment	Par Amount	Amount	% Total	Rates Range		Amount	% Total	Rates Range		
Money Market/Savings	\$ 279,155,689.05	\$ 279,155,689.05	77%	0.01	0.20	\$ -	-			
Treasury Bills	-	-	0%	-	-	-	0%			
FNMA Discount Notes	60,000,000.00	-	0%	-	-	60,000,000.00	11%	0.18	0.20	
Commercial Paper	150,000,000.00	80,000,000.00	22%	0.15	0.23	70,000,000.00	12%	0.19	0.23	
Certificates of Deposit	65,900,000.00	-	0%	0.17	0.25	65,900,000.00	12%	0.20	0.75	
US Government Agencies	370,135,000.00	5,000,000.00	1%	0.75	0.75	365,135,000.00	65%	0.69	4.00	
Total Investments	\$ 925,190,689.05	\$ 364,155,689.05	100%			\$ 561,035,000.00	100%			
Percent of Inventory	100%	39%				61%				

METROPOLITAN WATER RECLAMATION DISTRICT OF CHICAGO

FINANCIAL MARKET STATISTICS

2015 FIRST QUARTER

		reported on:		
YEAR		1/31/2015	2/28/2015	3/31/2015
GENERAL OBLIGATION BONDS TAX EXEMPT YIELDS - Aaa	2016	0.14%	0.14%	0.19%
	2020	0.94%	1.19%	1.24%
	2025	1.72%	2.02%	1.96%
	2030	2.13%	2.50%	2.45%
	2035	2.35%	2.71%	2.67%
	2040	2.45%	2.82%	2.75%
	2045	2.50%	2.87%	2.80%
		reported on:		
BOND BUYER INDEX		1/31/2015	2/28/2015	3/31/2015
20 BOND-A1		3.36%	3.62%	3.52%
11 BOND-AA		3.21%	3.47%	3.37%
		reported on:		
		1/31/2015	2/28/2015	3/31/2015
PRIME RATE		3.25%	3.25%	3.25%
TREASURY BOND - 30 YEAR		2.246%	2.599%	2.543%
FEDERAL FUNDS RATE		0.090%	0.100%	0.120%
DOW JONES INDUSTRIAL AVERAGE		17,164.95	18,132.70	17,776.12
		1/31/2015	2/28/2015	3/31/2015
TAX RECEIPTS - CURR. YEAR LEVY		-	76,259,350.56	252,002,100.98
PERCENT OF LEVY RECEIVED		0.000%	14.116%	46.646%
PAR VALUE- INVESTMENT PORTFOLIO		766,019,411.42	796,154,527.08	925,190,689.05
AVERAGE RATE OF PORTFOLIO		0.811%	0.778%	0.695%
RANGE OF RATES ON PURCHASES	Long Term	0.150 - 0.500%	0.160 - 0.160%	0.190 - 0.650%
	Short Term	0.080 - 0.270%	0.011 - 0.200%	0.025 - 0.200%
		reported on:		
Ending:		1/31/2015	2/28/2015	3/31/2015
TREASURY BILL RATES	30 Days	0.020%	0.015%	0.050%
	90 Days	0.020%	0.020%	0.035%
	180 Days	0.075%	0.065%	0.135%
FED FUND RATE		0.090%	0.100%	0.120%
ILLINOIS FUNDS		0.011%	0.011%	0.025%



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0517, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015 **COMMITTEE ON FINANCE**

Mr. David St. Pierre, Executive Director

Authority to add Project 15-722-21, Furnish and Deliver Two Submersible Pumps for the Bio-P Removal at the Kirie Water Reclamation Plant, to the Construction Fund, estimated cost of the project is \$50,000.00

Dear Sir:

Authority is requested to add Project 15-722-21, Furnish and Deliver Two Submersible Pumps for the biological phosphorous removal at the Kirie Water Reclamation Plant, to the Construction Fund at the request of the Maintenance and Operations Department.

The purpose of this contract is to replace two existing pumps, currently being rented, that are being used as part of the pilot study for biological phosphorus removal at the Kirie Water Reclamation Plant. The pumps transfer return activated sludge (RAS) from the return sludge channel to the aeration tanks. The leased pumps have been found to be optimum for this purpose, and purchasing the pumps will be more cost effective than renewing a lease agreement. The study needs to continue for twenty-four months beyond the September 2, 2015, pump lease termination. The continuation of the study is necessary to determine how to best implement full biological phosphorous removal at the Kirie WRP to comply with future phosphorus effluent limits. The project consists of providing two submersible pumps. The estimated cost of this project is \$50,000.00.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG:MKM

Respectfully Submitted, Frank Avila, Chairman Committee on Finance

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0558, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Authority to add Project 15-901-21 Furnish, Deliver and Install Four Sacrificial Deep Anode Ground Beds for the Cathodic Protection System Located at the Mainstream Pumping Station, to the Construction Fund, estimated cost of the project is \$460,000.00

Dear Sir:

Authority is requested to add Project 15-901-21 Furnish, Deliver and Install Four Sacrificial Deep Anode Ground Beds for the Cathodic Protection System Located at the Mainstream Pumping Station, to the Construction Fund, at the request of the Maintenance and Operations Department.

The project consists of installing and testing four (4) sacrificial deep anode ground beds and a rectifier at the Mainstream Pumping Station. The sacrificial deep anodes and rectifier, as part of the cathodic protection system, are used to create a low level, impressed current that provides protection from galvanic corrosion. The purpose of the project is to restore the full performance of the cathodic protection system for the Mainstream Pumping Station. This work will protect valuable underground equipment and structures from harmful electric currents.

The estimated cost of the project is \$460,000.00.

Requested, Manju P. Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG:NRE:sj

Respectfully Submitted, Frank

Avila, Chairman Committee on Finance

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0535, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, May 5, 2015

Dear Sir:

Bids were received and opened on 5/5/2015 for the following contracts:

CONTRACT 15-090-11 FURNISH AND DELIVER ONE NEW FORK LIFT AT THE O'BRIEN WATER RECLAMATION PLANT

LOCATION: SKOKIE, IL

ESTIMATE: \$80,000.00

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 569 PLANHOLDERS: 16

CONTRACT 15-107-11 FURNISH, DELIVER AND INSTALL TWO GC-2014 CAPILLARY FIDS FOR VOLATILE FATTY ACIDS

LOCATION: CALUMET

ESTIMATE: \$39,987.20

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 562 PLANHOLDERS: 13

CONTRACT 15-665-11 LANDSCAPE AND NATIVE PRAIRIE LANDSCAPE MAINTENANCE AT VARIOUS SERVICE AREAS

LOCATION: VARIOUS

ESTIMATE: \$3,742,000.00

GROUP: A STICKNEY WRP

CHRISTY WEBBER & COMPANY \$1,323,000.00

GROUP: B LASMA & CALSMA

HERRERA LANDSCAPE, INC. \$505,400.00

GROUP: C CALUMET & LEMONT WRP

CHRISTY WEBBER & COMPANY \$1,185,300.00

GROUP: D OBRIEN WRP

NO BIDS RECEIVED

GROUP: E HANOVER PARK WRP

NO BIDS RECEIVED

File #: 15-0535, **Version:** 1

GROUP: F EGAN WRP

HERRERA LANDSCAPE, INC. \$196,430.00

GROUP: G KIRIE WRP

HERRERA LANDSCAPE, INC. \$155,900.00

GROUP: H DIST WIDE NPL

TALLGRASS RESTORATION, LLC \$422,380.00

NATIVE LANDSCAPE CONTRACTORS LLC \$438,724.00

DAVEY RESOURCE GROUP DIV OF THE DAVEY \$450,100.00

TREE EXPERT COMPANY

BIDDERS NOTIFIED: 430 PLANHOLDERS: 25

CONTRACT 15-753-11 CONTRACT FARMING AT THE HANOVER PARK WATER RECLAMATION PLANT

LOCATION: HANOVER PARK, IL

ESTIMATE: \$374,000.00

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 212 PLANHOLDERS: 4

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0553, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, May 12, 2015

Dear Sir:

Bids were received and opened on 5/12/2015 for the following contracts:

CONTRACT 15-004-11 FURNISH AND DELIVER STRUCTURAL AND STAINLESS STEEL TO VARIOUS LOCATIONS FOR A ONE (1) YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$117,000.00

GROUP: A STEEL

SUPER ROCO STEEL & TUBE LTD. II	\$67,420.10
NORTHERN ILLINOIS STEEL SUPPLY COMPANY	\$68,186.30
T & N CHICAGO, INC.	\$78,765.20
NAPCO STEEL, INC.	\$92,780.90

GROUP: B STAINLESS

T & N CHICAGO, INC.	\$38,264.99
NAK-MAN CORPORATION	\$41,161.50
SUPER ROCO STEEL & TUBE LTD. II	\$41,458.30
NORTHERN ILLINOIS STEEL SUPPLY COMPANY	\$49,111.75

BIDDERS NOTIFIED: 426

PLANHOLDERS: 19

CONTRACT 15-017-11 FURNISH AND DELIVER ELECTRICAL SUPPLIES AND WIRE TO VARIOUS LOCATIONS FOR A ONE (1) YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$124,000.00

GROUP: A SUPPLIES

HELSEL-JEPPERSON ELECTRICAL, INC.	\$69,178.71
GRAYBAR ELECTRIC COMPANY	\$79,999.69
CRESCENT ELECTRIC SUPPLY COMPANY	\$81,978.94

GROUP: B WIRE

GRAYBAR ELECTRIC COMPANY	\$34,155.91
EVERGREEN SUPPLY COMPANY	\$38,312.00
HELSEL-JEPPERSON ELECTRICAL, INC.	\$46,057.50
BROOK ELECTRICAL SUPPLY COMPANY	\$46,593.00
CRESCENT ELECTRIC SUPPLY COMPANY	\$46,950.24

BIDDERS NOTIFIED: 696

PLANHOLDERS: 15

File #: 15-0553, **Version:** 1

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0495, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to accept initial annual rental bid for Contract 15-360-11 Proposal to Lease for 37-years 4.2± acres of District real estate located at approximately 4300 West 130th Street in Alsip, Illinois; Cal-Sag Channel Parcel 12.03 from Greif Packaging LLC, in the amount of \$43,500.00

Dear Sir:

At its meeting of February 19, 2015, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise Contract 15-360-11 Proposal to Lease for 37-years 4.2± acres of District real estate located at approximately 4300 West 130th Street in Alsip, Illinois, and known as Cal-Sag Channel Parcel 12.03. The minimum acceptable annual rental bid was established at \$42,500.00.

One bid was received for the subject proposal and was opened on April 14, 2015. The bid was received from Greif Packaging LLC ("Greif") for a minimum initial annual rental bid of \$43,500.00 (10.24% of the appraised fair market value). Greif proposes to use the site under the lease to park cars, trucks, and semi-trailers.

The Finance Department has reviewed Greif's financial and company background information and has reported that it demonstrates the ability to meet its financial obligations under the new proposed lease.

It is requested that the Executive Director recommend to the Board of Commissioners that it accept the initial annual rental bid for Contract 15-360-11 Proposal to Lease for 37-years 4.2± acres of District real estate located at approximately 4300 West 130th Street in Alsip, Illinois; Cal-Sag Channel Parcel 12.03 from Greif Packaging LLC, in the amount of \$43,500.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the chairman of the Committee on Finance and the Clerk to execute the lease agreement after it has been approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:CMM:vp

Recommended, Darlene LoCascio, Director of Procurement and Materials Management

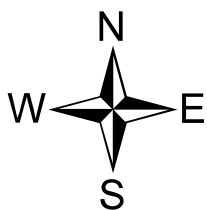
Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Barbara McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

Cal-Sag Parcel 12.03



0 0.075 0.15 0.3 Miles



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0512, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authorization to amend Board Order of April 9, 2015, regarding Authority to increase Contract 11-054-3P Disinfection Facilities, Terrance O'Brien Water Reclamation Plant, to Walsh Construction Company II, LLC, in an amount not to exceed \$566,776.55, from an amount of 60,093,131.29 to an amount not to exceed \$60,659,897.84, 401-50000-645650, Purchase Order 4000005, Agenda Item No. 34, File No. 15-0357

Dear Sir:

At the Board meeting of April 9, 2015, the Board of Commissioners duly ordered the above stated action, Agenda Item No. 34, File No. 15-0357.

A textual error in the title/transmittal letter and resulting order indicated an amount not to exceed \$60,659,897.84. Same should have read \$60,659,907.84.

All other information provided in the transmittal letter is correct.

Therefore, it is requested that the aforesaid Board order of April 9, 2015 be amended to effect the changes set forth above, otherwise to remain in force and effect as heretofore enacted.

Requested, Catherine A. O'Connor, Director of Engineering, CW:JB
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0552, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to accept amended annual rental bid for Contract 14-366-11 Amendment to Bid for Proposal to Lease for 39-years on approximately 11.66 acres of District real estate located at 3301 S. California Avenue in Chicago, Illinois; Main Channel Parcel 42.03 from Gardner-Gibson, Incorporated in the amount of \$841,000.00

Dear Sir:

At its meeting of September 18, 2014, the Board of Commissioners ("Board") authorized the Director of Procurement and Materials Management to advertise for public tender of bids a lease of approximately 11.66 acres of District real estate located at 3301 S. California Avenue in Chicago, Illinois and known as Main Channel Parcel 42.03. The minimum acceptable annual rental bid was established at \$601,000.00.

The initial bid opening for the subject lease was held on November 18, 2014, and the bids received were as follows:

Bidder	Annual Rental Bid
Ameropan Oil Company (current tenant)	\$607,010.00
Gardner-Gibson, Incorporated	\$776,000.00

At its meeting of March 5, 2015, instead of accepting either bid, the Board authorized the Executive Director to solicit amended bids from the two responsible bidders as permitted under the District's leasing statute with the amended minimum acceptable initial annual rental bid being established at \$814,800.00 which was 5% higher than the highest bid of \$776,000.00.

The opening for the amended bids was held on April 14, 2015, and one bid was received from Gardner-Gibson, Incorporated in the amount of \$841,000.00. Ameropan Oil declined to submit an amended bid.

While the minimum annual rental bid was established at 10% of the established fair market value, the amended bid submitted by Gardner-Gibson, Incorporated is 13.978% of the established fair market value and 8.47% greater than its initial bid.

The Finance Department has reviewed Gardner-Gibson, Incorporated's financial information and has reported that it has demonstrated the ability to meet its financial obligations under the Contract 14-366-11 proposed lease.

Gardner-Gibson, Incorporated proposes to use the site for the operation of a liquid asphalt and petroleum

File #: 15-0552, **Version:** 1

terminal.

It is requested that the Executive Director recommend to the Board of Commissioners that it accept the amended initial annual rental bid for Contract 14-366-11 Amendment to Bid for Proposal to Lease for 39-years on approximately 11.66 acres of District real estate located at 3301 S. California Avenue in Chicago, Illinois; Main Channel Parcel 42.03 from Gardner-Gibson, Incorporated in the amount of \$841,000.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute the lease agreement after it has been approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:vp

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0509, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-108-11 Furnish and Deliver Boat Maintenance, Repairs, and Parts, estimated cost \$24,000.00, Account 101-16000-612790, Requisition 1397574

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver boat maintenance, repairs, and parts for a PC 30 boat used by the Monitoring and Research (M&R) Department, over a two-year period. This contract begins approximately on September 1, 2015, and ends on August 31, 2017.

The purpose of this contract is to maintain and repair a PC 30 boat used by the Environmental Monitoring and Research Division of the M&R Department to navigate all areas of the Chicago Area Waterway System and perform the monitoring for the District's compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements. This is a new contract to provide maintenance for the new boat purchased in 2014.

The estimated cost for this contract is \$24,000.00. The estimated 2015, 2016, and 2017 expenditures are \$4,000.00, \$12,000.00, and \$8,000.00, respectively.

A bid deposit is not required for this contract.

The Multi-Project Labor Agreement (MPLA) is not applicable because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise	June 17, 2015
Bid Opening	July 7, 2015
Award	August 6, 2015
Completion	August 31, 2017

Funds for the current year are available in Account 101-16000-612790. Funds for subsequent years, 2016 and 2017, are contingent on the Board of Commissioners' approval of the District's budget for those years.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-108-11.

File #: 15-0509, **Version:** 1

Requested, Thomas C. Granato, Director of Monitoring and Research, TCG:MPC:KB:mh
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0514, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 10-883-AF, Flood Control/Streambank Stabilization Project for Tinley Creek, estimated cost \$4,207,935.00, Account 501-50000-645620, Requisition 1398261

Dear Sir:

Contract documents and specifications have been prepared for Contract 10-883-AF, Flood Control/Streambank Stabilization Project for Tinley Creek.

The purpose of this contact is to protect structures and infrastructure from flood inundation and active streambank erosion in Crestwood, IL. The District will increase the conveyance capacity of Tinley Creek 2,000 feet downstream of Central Avenue as well as stabilizing 1,000 feet of streambank downstream of the conveyance improvements. This project provides flood control benefits to 173 structures. Three pedestrian bridges will be replaced as a part of the work to maintain access across the creek.

It is estimated that 42 jobs will be created or saved as a result of award of this contract with an estimated 19,109 man-hours of skilled trades being utilized.

The estimated cost for this contract is \$4,207,935.00. The estimated 2015, 2016, 2017, 2018 and 2019 expenditures are \$1,000,000.00, \$3,000,000.00, \$69,311.00, \$69,311.00 and \$69,313.00 respectively.

The bid deposit for this contract is \$211,000.00.

The contract specifications require that all work shall be completed within 1,460 calendar days after approval of the contractor's bond. Liquidated damages are \$1,000.00 for each calendar day beyond the specified date for substantial completion and \$200.00 for each calendar day beyond the specified date for final completion.

The Multi-Project Labor Agreement will be included in this contract.

The Affirmative Action Interim Ordinance Appendix D will be included in this contract. The type of work to be performed under the contract is within the "General and Heavy Construction" category for establishing Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and/or Small Business Enterprises (SBE) utilization goals. The MBE, WBE and/or SBE utilization goals for this contract are: 20% MBE, 10% WBE, and 10% SBE.

The tentative schedule for this contract is as follows:

Advertise May 27, 2015
Bid Opening July 7, 2015

File #: 15-0514, **Version:** 1

Award September 3, 2015
Completion September 3, 2019

Funds for the current year are available in Account 501-50000-645620. Funds for subsequent years, 2016, 2017, 2018, and 2019 are contingent on the Board of Commissioners' approval of the District's budget for those years.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 10-883-AF.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JPM
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

Flood Control/Streambank Stabilization Project on Tinley Creek in Crestwood, IL

Project Number: 10-883-AF

Service Area: Calumet

Location: Crestwood, IL

Engineering Consultant: CH2M Hill Engineers, Inc. and Infrastructure Engineering, Inc.

General Contractor: To be determined

Estimated Construction Cost: \$4,101,000

Contract Award Date: May 27, 2015*

Substantial Completion Date: September 1, 2019*



Project Description: This project will increase the conveyance capacity of Tinley Creek downstream of Central Avenue and will stabilize approximately 1,000 linear feet of Tinley Creek downstream of the conveyance improvements.

Project Justification: Safety/Regulatory. This project will provide protection from the 100-year flood event for approximately 173 structures and will protect an existing bike path, a commercial building, two pedestrian bridges, and potable water infrastructure from failure due to erosion of the streambank.

Project Status: Project design is complete.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0515, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 10-884-AF Flood Control Project for Upper Salt Creek, estimated cost \$1,450,973.00, Account 401-50000-645620, Requisition 1382552

Dear Sir:

Contract documents and specifications have been prepared for Contract 10-884-AF Flood Control Project for Upper Salt Creek.

The purpose of this contract is to reduce flood damages by diverting water via a storm sewer from the inundated area south of Dundee Road to an outfall into the Arlington Heights Branch of the Upper Salt Creek south of Cherry Brook Village in the Village of Palatine. The proposed project includes approximately 1,100 linear feet of storm sewer, a berm, and check valves, and will provide flood control benefits to 18 multi-family housing units.

It is estimated that 15 jobs will be created or saved as a result of award of this contract with an estimated 3,459 man-hours of skilled trades utilized.

The estimated cost for this contract is \$1,450,973.00.

The bid deposit for this contract is \$73,000.00.

The contract specifications require that all work be completed in 370 calendar days after the approval of the contractor's bond. Liquidated damages are \$1,000.00 for each calendar day beyond the specified date for substantial completion and \$200.00 for each calendar day beyond the specified date for final completion.

The Multi-Project Labor Agreement will be included in this contract.

The Affirmative Action Interim Ordinance Appendix D will be included in this contract. The type of work to be performed under the contract is within the "General and Heavy Construction" category for establishing Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and/or Small Business Enterprises (SBE) utilization goals. The MBE, WBE and/or SBE utilization goals for this contract are: 20% MBE, 10% WBE, and 10% SBE.

The tentative schedule for this contract is as follows:

Advertise June 10, 2015
Bid Opening July 14, 2015
Award September 17, 2015

File #: 15-0515, **Version:** 1

Completion September 21, 2016

Funds are available in Account 401-50000-645620.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 10-884-AF.

Requested, Catherine A. O' Connor, Director of Engineering, WSS:JPM

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

Flood Control Project for Upper Salt Creek

Project Number: 10-884-AF

Service Area: North

Location: Palatine, IL

Engineering Consultant: Black & Veatch Corporation

General Contractor: To be determined

Estimated Construction Cost: \$1,450,973*

Contract Award Date: September 17, 2015*

Substantial Completion Date: September 21, 2016*



Project Description: This project will reduce flooding damage by bypassing flow from an inundated area south of Dundee Road to an outfall into Upper Salt Creek to be located south of Cherry Brook Village in the Village of Palatine. The proposed project includes approximately 1,100 linear feet of storm sewer, an engineered berm, and backflow preventers.

Project Justification: Safety/Regulatory. This project will help alleviate public health and safety concerns by reducing overbank flooding affecting 18 structures within the Village of Palatine.

Project Status: Contract plans and specifications, right-of-way, permits, and intergovernmental agreements are being finalized. The contract is planned to be advertised in June 10, 2015.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0534, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-025-11, Furnish and Deliver Plumbing Pipe, Fittings and Valves to Various Locations for a One-Year Period, estimated cost \$234,200.00, Account 101-20000-623090

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver plumbing pipe, fittings and valves to various locations for a one-year period, beginning approximately September 1, 2015 and ending August 31, 2016.

The purpose of this contract is to furnish and deliver plumbing pipe, fittings and valves. This contract is divided into eight groups. Group A is for pipe, Group B is for clamps and couplings, Group C is for valves, Group D is for galvanized fittings, Group E is for malleable iron fittings, Group F is for stainless steel fittings, Group G is for Schedule 40 and 80 fittings, and Group H is for forged fittings. These materials are to be stored in the District's storerooms to maintain sufficient inventory levels, which are required for the day-to-day maintenance needs of the District.

The estimated cost for this contract is \$234,000.00.

No bid deposit is required for this contract.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise	May 27, 2015
Bid Opening	June 23, 2015
Award	August 06, 2015
Completion	August 31, 2016

Funds are available in Account 101-20000-623090.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-025-11.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MB:np

File #: 15-0534, **Version:** 1

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0543, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-722-21 Furnish and Deliver Two Submersible Pumps for the Bio-P Removal at the Kirie Water Reclamation Plant, estimated cost \$50,000.00, Account 201-50000-634990, Requisition 1389640

Dear Sir:

Contract documents and specifications have been prepared for Contract 15-722-21, Furnish and Deliver Two Submersible Pumps for the Bio-P Removal at the Kirie Water Reclamation Plant at the request of the Maintenance and Operations Department.

The purpose of this contract is to replace two existing pumps, currently being rented, that are being used as part of the pilot study for biological phosphorus removal at the Kirie Water Reclamation Plant. The pumps transfer return activated sludge (RAS) from the return sludge channel to the aeration tanks. The leased pumps have been found to be optimum for this purpose, and purchasing the pumps will be more cost effective than renewing a lease agreement. The study needs to continue for twenty-four months beyond the September 2, 2015, pump lease termination. The continuation of the study is necessary to determine how to best implement full biological phosphorous removal at the Kirie WRP to comply with future phosphorus effluent limits.

The estimated cost for this contract is \$50,000.00.

The bid deposit for this contract is \$2,500.00.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D, will not be included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise June 10, 2015
Bid Opening June 30, 2015
Award August 6, 2015
Completion October 30, 2015

Funds are available in Account 201-50000-634990.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be

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authorized to advertise Contract 15-722-21.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG:CM

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0544, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-051-11 Furnish and Deliver Miscellaneous Hand Tools to Various Locations for a One (1) Year Period, estimated cost \$48,000.00, Account 101-20000-623680

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver miscellaneous hand tools to various locations for a one (1) year period beginning approximately September 1, 2015 and ending August 31, 2016.

The purpose of this contract is to furnish and deliver miscellaneous hand tools, such as hammers, pliers, and saws to the District's storerooms to maintain sufficient inventory levels, which are required for the day-to-day maintenance needs of the District.

The estimated cost for this contract is \$48,000.00.

No bid deposit is required for this contract.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise	June 3, 2015
Bid Opening	June 23, 2015
Award	August 6, 2015
Completion	August 31, 2016

Funds are available in Account 101-20000-623680.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-051-11.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MB:tc
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0492, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with Ms. Rosalie Swango of R. Swango Consulting to Provide Professional Services for the Nutrient Loss Reduction Program at the Fulton County Site in an amount not to exceed \$30,000.00, Account 101-16000-601170, Requisition 1397615

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Ms. Rosalie Swango of R. Swango Consulting to provide professional services for the Nutrient Loss Reduction Program at the Fulton County site. This purchase order will expire on October 31, 2015.

The Monitoring and Research (M&R) Department is requesting your approval to obtain the professional services of Ms. Rosalie Swango for the Fulton County Nutrient Loss Reduction Program. Ms. Swango is a Metropolitan Water Reclamation District of Greater Chicago (District) retiree and held the position of Field and Laboratory Technician (FLT) until 2010. Since the M&R Department has no staff at the Fulton County site, Ms. Swango's services are required for the field and laboratory work at the Fulton County site before the new FLT starts and for the on-the-job training of the new FLT. Although the Human Resources Department has expedited the examination process for the FLT, we anticipate that the new staff member will not start until June 2015. Therefore, Ms. Swango's services will be necessary in the interim to do the set-up of treatments and monitoring equipment required by early summer.

The services that Ms. Swango will provide include:

1. Prepare and install the treatments and equipment in five cover crop fields.
2. Collect and process water samples from fields and creeks for delivery to an analytical laboratory.
3. Organize small analytical instruments at the Fulton County laboratory, which have not been used for years, for processing samples and doing some basic analyses such as suspended solids in runoff.
4. Provide training to the new FLT in carrying out daily activities such as maintenance of experimental fields and use and maintenance of field and laboratory equipment. About 30 fields across the 14,000 acres of the Fulton County site are covered under the Nutrient Loss Reduction Program, and it will take about three to four months for new staff to get oriented with all the fields and sampling points on the site. The samples are regularly collected from these fields and waterbodies using the installed sampling devices and/or portable equipment. The new FLT can develop the knowledge of these fields and sampling sites and obtain the skills in using and maintaining the sampling equipment through working with Ms. Swango. We expect this will take four months, from mid-June to mid-October.

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Ms. Swango is best suited to perform these services because she had nearly 30 years of experience as an FLT at the Fulton County site. She was responsible for conducting the long-term biosolids experiment and water monitoring program for the biosolids application fields at the Fulton County site until her retirement.

Ms. Rosalie Swango, the sole-service provider of Professional Services for the Nutrient Loss Reduction Program at the Fulton County site, has submitted pricing for the services required. Inasmuch as Ms. Swango is the only source of supply for the services required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

Since Ms. Swango is a retired District employee, she is not required to register with the State of Illinois.

The Multi-Project Labor Agreement is not applicable due to the specialized nature of the services required.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with Ms. Swango, in an amount not to exceed \$30,000.00.

Funds are available in Account 101-16000-601170.

Requested, Thomas C. Granato, Director of Monitoring and Research, TCG:MPC:KB:mh
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0496, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement for 15-RFP-09 Professional Audio-Video Services for Examinations on an as needed basis for the period June 1, 2015 through December 31, 2017 with Big Shoulders Digital Video Productions, Inc., in an amount not to exceed \$90,000.00, Account 101-25000-601170, Requisition 1392698

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Big Shoulders Digital Video Productions, Inc. to provide professional audio-video services for examinations on an as needed basis for the period June 1, 2015 through December 31, 2017.

Forty-three (43) firms were invited to submit proposals in response to Request for Proposal 15-RFP-09, which was advertised on February 18, 2015. The District received three proposals on March 20, 2015 from Audio Visual Systems, Inc., Big Shoulders Digital Video Productions, Inc. and Video One Productions, Inc.

Staff from the Procurement and Materials Management and the Human Resources Departments independently evaluated each proposal in accordance with the established criteria outlined in Request for Proposal 15-RFP-09. After the evaluations, the three proposers were interviewed and required to provide a "best and final" offer. The "best and final" offers were due to the Director of Procurement and Materials Management by May 1, 2015. Based on the technical evaluation of the proposals, the vendor interviews and the "best and final" offers submitted by each vendor, it is recommended that a purchase order be awarded to Big Shoulders Digital Video Productions, Inc.

Big Shoulders Digital Video Productions, Inc. received a slightly lower score than Video One Productions Inc., in the proposal evaluation process; however, they have the lowest proposed cost and can provide the required services. Big Shoulders Digital Video Productions, Inc. is based in Chicago and has over twenty years of experience in audio-video services. Big Shoulders Digital Video Productions, Inc. has sufficient staff and equipment to obtain one to two digital video tapes of each candidate who participates in the performance tests for Truck Driver and Hoisting Engineer.

Inasmuch as Big Shoulders Digital Video Productions, Inc. possesses a high degree of professional skill, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement as per Section 11.4 of the Purchasing Act, with Big Shoulders Digital Video Productions, Inc. in an amount not to exceed \$90,000.00.

Funds for the 2015 expenditures, in the amount of \$30,000.00 are available in Account 101-25000-601170. The estimated expenditure for 2016 is \$30,000.00 and 2017 is \$30,000.00. Funds for 2016 and 2017 are contingent on the Board of Commissioners' approval of the District's budget for these years.

File #: 15-0496, **Version:** 1

Requested, Denice E. Korcal, Director of Human Resources DEK:ADM

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda will be documented in the Official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0497, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Issue purchase order to The Institute of Electrical and Electronics Engineers, Inc. to Furnish and Deliver IEEE Standards Library Online Software Licensing Maintenance, in an amount not to exceed \$24,920.00, Account 101-27000-612820, Requisition 1398258

Dear Sir:

Authorization is requested to issue a purchase order to The Institute of Electrical and Electronics Engineers, Inc., to furnish and deliver IEEE Standards Library Online software licensing maintenance for a one-year period from July 2, 2015 to July 1, 2016.

The IEEE Standards Library Online provides IEEE standards to the Engineering Department as reference in the development of electrical specifications. Software licensing maintenance is required to provide continued access to the IEEE Standards Library Online.

The Institute of Electrical and Electronics Engineers, Inc., the manufacturer and sole source of supply, has submitted prices for the software licensing maintenance required. Inasmuch as The Institute of Electrical and Electronics Engineers, Inc. is the only source of supply for the software licensing maintenance, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

The Institute of Electrical and Electronics Engineers, Inc is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to The Institute of Electrical and Electronics Engineers, Inc. in an amount not to exceed \$24,920.00.

Funds are available in Account 101-27000-612820.

Requested, John Sudduth, Acting Director of Information Technology, JS:BVS:bvs
 Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
 Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
 Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0501, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue a purchase order and enter into an agreement with Weaver Consultants Group North Central, LLC, for professional environmental consulting services including environmental site auditing and Phase I environmental site assessment of District-owned land, in an amount not to exceed \$300,000.00, Account 101-66000-601170, Requisition 1396557

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Weaver Consultants Group North Central, LLC, for professional environmental consulting services including environmental site auditing and Phase I environmental site assessment of District-owned land.

In January 2009, the District received the Risk Management Assessment and Consulting Services Final Report (the Report) prepared by Marsh USA. The Report discusses the District's key environmental risks as observed by Marsh and provides recommendations for addressing those risks. In light of the recommendations included in the Report, the District initiated an environmental risk management program to perform environmental audits of all District-owned properties (leased, vacant, and corporate use). The goal of the program is to proactively identify potential environmental problems on District property in order to quantify, limit and reduce the District's exposure to this type of liability.

The level of expertise required includes professional engineers, environmental auditors, and environmental risk analysts.

The total cost for these services is \$300,000.00. The estimated 2015, 2016, 2017 and 2018 expenditures are \$50,000.00, \$100,000.00, \$100,000.00 and \$50,000.00 respectively.

The duration for completion of the consultant work is three calendar years after issuance of the purchase order. There is a provision for an extension of the agreement for up to six months if requested by the District.

The following seven firms were invited to submit qualifications for the above-mentioned work: Carlson Environmental, Inc.; Huff and Huff, Inc.; K-Plus Engineering; Pioneer Environmental; Tetra Tech, Inc.; TRC, and Weaver Consultants Group North Central, LLC. Of these seven firms, only Pioneer Environmental did not submit their qualifications. Three of the six firms' qualifications were identified as exceptional and these three firms were invited to submit proposals: Carlson Environmental, Inc.; Huff and Huff, Inc., and Weaver Consultants Group North Central, LLC. Weaver Consultants Group North Central, LLC, was selected by a panel of District engineers based on their expertise, experience and ability to perform the required work.

Eleven personnel are scheduled to perform work, at the current estimated average consultant payroll rate of \$36.80 per hour.

File #: 15-0501, Version: 1

<u>Item</u>	<u>Fee (not to exceed)</u>
1. Labor Cost	
A. Direct Labor	\$ 68,000.00
B. Overhead and Profit	\$127,000.00
C. Sub-Consultants	\$ 90,000.00
2. Reimbursable Direct Costs	\$ 15,000.00
Total Fee	\$300,000.00

The MBE/SBE/WBE firms listed below will actively participate in providing services for the core elements required by the agreement.

<u>Integrated Environmental Services, LLC</u>	<u>MBE/SBE</u>	<u>20%</u>	<u>\$60,000.00</u>
MBE/SBE Total	20%	\$60,000.00	
<u>Hygieneering, Inc.</u>	<u>WBE</u>	<u>10%</u>	<u>\$30,000.00</u>
WBE Total	10%	\$30,000.00	

The Affirmative Action Section has reviewed the Agreement and concluded that Weaver Consultants Group North Central, LLC, is in accordance with the District's Affirmative Action Policy.

Inasmuch as Weaver Consultants Group North Central, LLC possesses a high degree of professional skill, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement without advertising, per Section 11.4 of the Purchasing Act, in an amount not to exceed \$300,000.00.

Funds for 2015, in the amount of \$50,000.00, are available in Account 101-66000-601170. The estimated expenditures for 2016, 2017, and 2018 are \$100,000.00, \$100,000.00 and \$50,000.00. Funds for the 2016, 2017, and 2018 are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations, AQ:ML
 Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
 Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
 Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0510, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Issue Purchase Order and enter into an Agreement with Green SEED Energy®, to furnish and deliver rental services of BioSolids Institute Composting Technology, in an amount not to exceed \$50,000.00, Account 201-50000-612490, Requisition 1397975

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Green SEED Energy® to furnish and deliver rental services of BioSolids Institute Composting Technology (BSI Technology). This purchase order will expire on December 31, 2015.

The purpose of the project would be for the Metropolitan Water Reclamation District of Greater Chicago (District) to conduct a pilot-scale test of the technology for composting biosolids and other feedstocks in the District's environment. By utilizing BSI Technology, it is expected that the District would have a sustainable and expandable solution that is capable of producing composted biosolids of consistent high quality and low odor potential for use as a value-added product and as a revenue stream through distribution as a soil amendment in the Chicago metropolitan area. BSI technology is flexible in design and is simple and low cost to operate. It is expected to produce a Class A biosolids compost and expandable to scale if the composting program continues. The District needs to evaluate the BSI process at our solids management site to ensure that it will work with our feedstock (low-solids biosolids and woodchips) and produce a marketable product. Green SEED Energy® is the authorized BSI equipment and service provider in North America and will be the project manager for the proposed Pilot Project.

Green SEED Energy® the sole-service provider to furnish and deliver the services of BSI Technology has submitted pricing for the services and equipment required. Inasmuch as Green SEED Energy®, is the only source of supply for the services and equipment required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

Green SEED Energy®, an assumed name of Sustainable Environmental and Economic Development Incorporated, is registered and in good standing with the state of Illinois.

The Multi-Project Labor Agreement is not applicable due to the specialized nature of the services required.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with Green SEED Energy®, in an amount not to exceed \$50,000.00.

Funds are available in Account 201-50000-612490.

File #: 15-0510, **Version:** 1

Requested, Thomas C. Granato, Director of Monitoring and Research, TCG:MPC:KB:mh
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0519, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase orders and enter into agreements for Contract 15-RFP-11 Legal Services for Workers' Compensation Defense for the period June 1, 2015 through May 31, 2017 with Dennis Noble & Associates, P.C. in an amount not to exceed \$170,000.00, Neuson Law, P.C. in an amount not to exceed \$80,000.00, and Heyl, Royster, Voelker & Allen, P.C. in an amount not to exceed \$50,000.00. Account 101-25000-601170. Requisitions 1394106, 1394107, and 1394108

Dear Sir:

Authorization is requested to issue purchase orders and enter into agreements with Dennis Noble & Associates, P.C., Neuson Law, P.C., and Heyl, Royster, Voelker & Allen, P.C. to provide legal services for Workers' Compensation Defense on an as-needed basis for the period June 1, 2015 through May 31, 2017. Services to be provided by legal counsel for Worker' Compensation claims include advice and counsel on disputed claims and litigated claims, processing of pro se settlements, and representation before arbitrators at the Illinois Workers' Compensation Commission and on appeals.

On March 11, 2015, Request for Proposal 15-RFP-11 Legal Services for Workers' Compensation Defense was advertised. Eighty-three (83) firms were notified and twenty-two (22) firms requested proposal documents. The District received a total of eight (8) responsive proposals on March 26, 2015 from the following vendors: Heyl, Royster, Voelker & Allen, P.C., Neuson Law, P.C., Dennis Noble & Associates, P.C., Slavin & Slavin, LLC, Hennessy & Roach, P.C., Del Galdo Law Group, LLC, Leahy, Eisenberg & Fraenkel, LTD, and Roddy Law, LTD.

The proposals were evaluated by staff from the Human Resources and Procurement and the Materials Management Departments. The criteria for these evaluations were outlined in Request for Proposal 15-RFP-11 and included: understanding of the project; approach to the work; technical competence; personnel effectiveness; and affirmative action. Following the preliminary evaluation of proposals, excluding cost, six of the eight proposers were deemed to be finalists. Finalist interviews were conducted on April 15, 2015 and April 16, 2015. A solicitation was sent to the six finalists on April 23, 2015 for an unqualified "best and final" offer. The "best and final" offers were returned to the Director of Procurement and Materials Management on April 29, 2015.

Based on the evaluation of the proposals using the criteria described above and the pricing provided in the "best and final" offer, it is recommended that contracts be awarded to three firms: Dennis Noble & Associates, P.C, Neuson Law, P.C., and Heyl, Royster, Voelker & Allen, P.C. All three firms have attorneys on staff with extensive defense litigation experience before the Illinois Workers' Compensation Commission in Chicago and the firms demonstrated a clear understanding of the services being requested in 15-RFP-11.

Dennis Noble of Dennis Noble & Associates, P.C. has extensive experience and success in defending the

File #: 15-0519, **Version:** 1

District at the Commission level as well as at the Appellate level. Bridget Neuson of Neuson Law, P.C. has also been successful in representing the District, and as Ms. Neuson is both a nurse and an attorney, she provides a level of medical knowledge that is crucial in defending the District. Heyl, Royster, Voelker & Allen, P.C. demonstrated that they have extensive experience and success representing public entities both at the Commission as well as the Appellate level.

Inasmuch as the firms Dennis Noble & Associates, P.C., Neuson Law, P.C., and Heyl, Royster, Voelker & Allen, P.C. possess a high degree of professional skill, record of past success, competitive pricing as well as innovative strategies to help the District embrace the ongoing challenges at the Illinois Workers' Compensation Commission, it is recommended that the Director of Procurement and Materials Management be authorized to issue purchase orders and enter into agreements per Section 11.4 of the Purchasing Act.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue purchase orders and enter into agreements with Dennis Noble & Associates, P.C. in an amount not to exceed \$170,000.00, Neuson Law, P.C. in an amount not to exceed \$80,000.00, and Heyl, Royster, Voelker & Allen, P.C. in an amount not to exceed \$50,000.00. The total amount of the two year contract is not to exceed \$300,000.00.

Funds for the 2015 expenditure, in the amount of \$87,500.00, are available in Account 101-25000-601170. The estimated expenditures for 2016 and 2017 are \$150,000 and \$62,500.00 respectively. Funds for the 2016 and 2017 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Denice E. Korcal, Director of Human Resources

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0532, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase orders to Boerger LLC to Furnish and Deliver Boerger Pump Parts to Various Locations, in a total amount not to exceed \$160,000.00, Accounts 101-66000, 67000, 68000, 69000-623270

Dear Sir:

Authorization is requested to issue purchase orders to Boerger LLC to furnish and deliver Boerger pump parts to various locations, on an as needed basis, for approximately a two year period. All pump parts will be delivered prior to December 31, 2016.

Boerger LLC, the sole source distributor for Boerger pump parts, has submitted prices for the parts required. Purchase orders will be issued for pump parts, as needed, based on the prices received from Boerger LLC. Inasmuch as Boerger LLC is the only source of supply for the parts required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

The parts are needed by the trades, on an as needed basis, to perform their work.

Boerger LLC is not registered to transact business in Illinois, but has submitted a certificate of good standing from the State of Minnesota. The Maintenance and Operations Department has received approval from the Executive Director to move forward with the recommendation to award.

The Multi-Project Labor Agreement is not applicable because this is primarily a furnish and deliver contract.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue purchase orders to Boerger LLC, in an amount not to exceed \$160,000.00, on an as needed basis, ending December 31, 2016. Purchase orders will be issued when the material is required. Payment will be based on the unit cost received by Boerger LLC.

Funds for the 2015 expenditures, in the amount of \$80,000.00, are available in Accounts 101-66000, 67000, 68000, 69000-623270. Funds for the 2016 expenditures, in the amount of \$80,000.00, are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:CD:jk
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0538, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 15-102-11, Furnish and Deliver Preventive Maintenance on Laboratory Balances to John F. Starmann Co., d/b/a C & M Scale Company, in an amount not to exceed \$10,635.00, Account 101-16000-612970, Requisition 1393041

Dear Sir:

On February 19, 2015, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, 15-102-11, Furnish and Deliver Preventive Maintenance on Laboratory Balances. The contract expires on December 31, 2017.

In response to a public advertisement of April 8, 2015, a bid opening was held on April 21, 2015. The bid tabulation for this contract is:

JOHN F. STARMANN CO. D/B/A C & M SCALE COMPANY	\$10,635.00
CERTIFIED BALANCE AND SCALE CORPORATION	\$15,338.00

One hundred fifty-six (156) companies were notified of this contract being advertised and eight (8) companies requested specifications.

John F. Starmann Co. d/b/a C & M Scale Company, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications.

The estimated cost for this contract was \$36,500.00, placing the bid of \$10,635.00, approximately 70.9 percent below the estimate.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because the estimate is less than the minimum threshold established by section 4 of the Affirmative Action Interim Ordinance.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order for Contract 15-102-11 to John F. Starmann Co., d/b/a C & M Scale Company, in an amount not to exceed \$10,635.00.

Funds for the 2015 expenditure, in the amount of \$2,500.00, are available in Account 101-16000-612970. The estimated expenditures for 2016 and 2017 are \$7,000.00 and \$1,135.00, respectively. Funds for the 2016 and 2017 expenditures are contingent on the Board of Commissioners' approval of the District's budget for that year.

File #: 15-0538, **Version:** 1

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board
of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0539, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase orders and enter into an agreement with Dresser, Inc., to Provide Technical Field Services for Blowers at the Calumet and Egan Water Reclamation Plants, in an amount not to exceed \$25,000.00, Accounts 101-67000, 68000-612650, Requisitions 1393038 and 1364669

Dear Sir:

Authorization is requested to issue purchase orders and enter into an agreement with Dresser, Inc., for technical field services for blowers at the Calumet and Egan Water Reclamation Plants. The purchase orders will expire December 31, 2015.

Dresser, Inc., the sole source provider for the technical services required, submitted prices. Inasmuch as Dresser, Inc., is the only source of supply for the services required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

The technical field services consist of complete inspection and condition assessments of the low pressure blowers at the Calumet and Egan Water Reclamation Plants. The services will assess the clearances, bearings, air and oil seals, couplings, rotors and casings of the blowers.

Dresser, Inc. is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable due to the specialized nature of the work involved. District trades will assist the Contractor's personnel, as needed, for all disassembly, assembly or any other associated on-site trade work.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with Dresser, Inc., in an amount not to exceed \$25,000.00.

Funds are available in Accounts 101-67000, 68000-612650.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:JN:slk
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0542, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 15-604-11, Furnishing and Delivering Plumbing Supplies, in an amount not to exceed \$132,170.00, Accounts 101-67000, 68000, 69000-623090, Requisitions 1386157, 1385820, 1384955, 1385014, 1386812 and 1386801

Dear Sir:

On January 8, 2015, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 15-604-11, Furnishing and Delivering Plumbing Supplies.

In response to a public advertisement of April 8, 2015, a bid opening was held on April 28, 2015. The bid tabulation for this contract is:

COLUMBIA PIPE & SUPPLY COMPANY	\$132,170.00
MARCO SUPPLY D/B/A JOHNSON PIPE & COMPANY, INC.	\$144,970.00

Three hundred forty-four (344) companies were notified of this contract being advertised and fifteen (15) companies requested specifications.

Columbia Pipe & Supply Company, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications.

The estimated cost for this contract was \$197,700.00, placing the bid of \$132,170.00, approximately 33.2 percent below the estimate.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order for Contract 15-604-11 to Columbia Pipe & Supply Company, in an amount not to exceed \$132,170.00.

The bid deposit in the amount of \$9,800.00, will be retained in lieu of a performance bond, which is satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

File #: 15-0542, **Version:** 1

Funds for the 2015 expenditure, in the amount of \$32,170.00, are available in Account 101-67000, 68000, 69000-623090. The estimated expenditures for 2016 and 2017 are \$50,000.00 and \$50,000.00, respectively. Funds for the 2016 and 2017 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:st
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0551, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with PT Chicago, L.L.C. for space at Presidential Towers in Chicago for TARP Telemetry Radio Equipment for a three (3) year period from September 1, 2015, through August 31, 2018, in an amount not to exceed \$164,228.05. Account 101-69000-612330, Requisition 1396201

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with PT Chicago, LLC for a three (3) year period to provide space at Presidential Towers located at 575 West Madison Street, in Chicago, Illinois for TARP telemetry radio equipment. The District has rented space from PT Chicago, LLC since 2000 under a series of three year license agreements, the current one expiring August 31, 2015. The current annual fee paid to PT Chicago is \$51,585.20.

The current license agreement provides that the annual fee due and payable under a new agreement shall be increased by 3% of the fee in effect on the date immediately preceding the respective renewal anniversary date. The Maintenance and Operations Department has requested that the District enter into a new agreement for a three (3) year period as the antenna and TARP repeater station are critical to the communication path between TARP control structures and the controlling operators.

Accordingly, the new annual fee schedule is as follows:

<u>Time Period</u>	<u>Annual License Fee</u>
9/1/2015 - 8/31/2016	\$53,132.76
9/1/2016 - 8/31/2017	\$54,726.75
9/1/2017 - 8/31/2018	<u>\$56,368.54</u>
TOTAL	\$164,228.05

The Maintenance and Operations Department considers the cost of this agreement to be reasonable.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with PT Chicago, L.L.C. in an amount not to exceed \$164,228.05.

Funds for the 2015 expenditure in the amount of \$17,710.92 are available in Account 101-69000-612330. The estimated expenditure for 2016 is \$53,664.09; for 2017 is \$55,274.01; and for 2018 is \$37,579.03. Funds for

File #: 15-0551, **Version:** 1

the 2016, 2017 and 2018 expenditures are contingent upon the Board of Commissioners' approval of the District's budget for those years.

Requested, Manju P. Sharma, Director of Maintenance and Operations and Ronald M. Hill, General Counsel,
MPS:RMH:SM:NPE:vp

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0536, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 13-409-3P, Nitrogen Removal in Centrate, Egan Water Reclamation Plant, to IHC Construction Companies, LLC, in an amount not to exceed \$2,675,000.00, plus a five (5) percent allowance for change orders, in an amount of \$133,750.00, for a total amount not to exceed \$2,808,750.00. Account 401-50000-645650 Requisition 1390642

Dear Sir:

On January 22, 2015, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, 13-409-3P, Nitrogen Removal in Centrate, Egan Water Reclamation Plant.

In response to a public advertisement of February 15, 2015, a bid opening was held on March 31, 2015. The bid tabulation for this contract is:

IHC CONSTRUCTION COMPANIES, LLC	\$2,675,000.00
PATH CONSTRUCTION COMPANY, INC.	\$2,786,300.00
JOSEPH J. HENDERSON & SON, INC.	\$2,947,000.00
INDEPENDENT MECHANICAL INDUSTRIES, INC.	\$3,055,250.00

Six hundred two (602) companies were notified of this contract being advertised and thirty (30) companies requested specifications.

IHC Construction Companies, LLC, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract is \$3,200,000.00, placing the bid of \$2,675,000.00, approximately 17 percent below the estimate.

IHC Construction Companies, LLC is in compliance with the Affirmative Action Interim Ordinance Appendix D as indicated on the attached report. The Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Small Business Enterprise (SBE) utilization goals for this contract are 20 percent MBE, 9 percent WBE and the bidder offers MBE credits to satisfy SBE participation.

IHC Construction Companies, LLC has executed the Multi-Project Labor Agreement (MPLA) certificate as required. It is anticipated that the following construction trades will be utilized under this contract: bricklayers, carpenters, cement masons, electricians, glaziers, insulators, iron workers, laborers, operating engineers, painters, pipe fitters, sheet metal workers and steel erectors. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will require approximately thirty-eight (38) people for the services.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be

File #: 15-0536, **Version:** 1

authorized to award Contract 13-409-3P to IHC Construction Companies, LLC, in an amount not to exceed \$2,675,000.00, plus a five (5) percent allowance for change orders, in an amount of \$133,750.00, for a total amount not to exceed \$2,808,750.00, subject to the contractor furnishing a performance bond in form satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

The estimated completion date is within 360 calendar days after approval of the Contractor's Bond.

Funds are available in Account 401-50000-645650.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachments

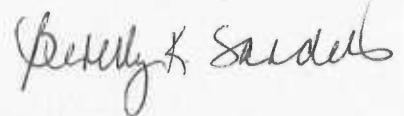
**INTEROFFICE MEMORANDUM
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

DEPARTMENT: General Administration
Diversity Section

DATE: April 14, 2015

TO: Dr. Catherine O'Connor, Director of Engineering

FROM: Beverly K. Sanders, Acting Diversity Administrator



SUBJECT: Contract 13-409-3P – Nitrogen Removal in Centrate, Egan Water
Reclamation Plant

Low Bidder: IHC Construction Company, LLC

The low bidder, IHC Construction Company, LLC has submitted company information and "MBE/WBE/SBE Verification Forms" for the firms identified on the subject contract's Affirmative Action Utilization Plan.

The MBE, WBE, SBE Utilization goals for the above mentioned contract are 20% MBE, 9% WBE, and 10% SBE. According to the contract's MBE, WBE, SBE Utilization Plan, the low bidder has committed the following:

MBE
20%

WBE
9%

SBE
*

Therefore, the low bidder, IHC Construction Company, LLC is in apparent compliance with the requirements of the Affirmative Action Interim Ordinance Appendix D.

* MBEs are the SBE

BKS: RDB

attachments

cc: Ms. Darlene A. LoCascio, Ms. Helen Shields-Wright, file

INTEROFFICE MEMORANDUM

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DEPARTMENT: PROCUREMENT AND MATERIALS MANAGEMENT

DATE: April 1, 2015

TO: Catherine O'Connor, Director of Engineering

FROM: Darlene A. LoCascio, Director of Procurement and Materials Management

SUBJECT: CONTRACT 13-409-3P, NITROGEN REMOVAL IN CENTRATE, EGAN WATER RECLAMATION PLANT

Attached for your review and recommendation are the bids received and opened on Tuesday, March 31, 2015 for the subject contract. The bids are as per the attached tabulation sheet.

By copy of this memorandum, the Diversity Administrator is requested to review the Appendix D data. The MBE/WBE/SBE attainments are listed below:

	<u>MBE</u>	<u>WBE</u>	<u>SBE</u>
IHC Construction Co LLC	20%	9%	*

Upon receipt of your recommendation, the Department of Procurement and Materials Management will prepare the Board Letter.

Note: The MBE, WBE, SBE utilization goals do not apply to the portion of the work assigned to the DCS manufacturer (Emerson/ABB/Invensys) as stated on page I-6 of the contract.



Darlene A. LoCascio

DAL:SEB:ps

Attachments

Cc/att: B. Sanders

*Bidder offers MBE credits to satisfy SBE participation.

RECEIVED

APR 01 2015

Diversity Section

REVISED DECEMBER, 2014

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: IHC CONSTRUCTION COMPANIES, L.L.C.

Contract No.: 13-409-3P

Affirmative Action Contact & Phone No.: WALTER P. DWYER / 847-742-1516

E-Mail Address: wdwyer@ihcconstruction.com

Total Bid: \$12,675,000.00

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: Keyboard Enterprises Development, Inc. / Wydell Feaell
 Business Phone Number: 773-924-2850 Email Address: KEDINC@AOL.COM
 Address: 3849 S. Michigan Ave., Lower Level Chicago, IL 60653
 Description of Work, Services or Supplies to be provided: Furnish and Install Demolition, Concrete
Carpentry and Equipment
 CONTRACT ITEM NO.: 2, 3, 8, 11
 Total Dollar Amount Participation: \$261,000.00

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

MBE UTILIZATION

Name of MBE and contact person: Dekayo Corporation / Darrell Ortiz
 Business Phone Number: 708-595-8250 Email Address: dortiz@dekayocorp.com
 Address: 15425 Cherrywood Ct. Orland Park, IL 60462
 Description of Work, Services or Supplies to be provided: Furnish and Install Mechanical Partial
 CONTRACT ITEM NO.: 15
 Total Dollar Amount Participation: 225,000.00

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

MBE UTILIZATION

Name of MBE and contact person: A.L.L. MASOURY CONSTRUCTION / LUIS RUIZ JR.
 Business Phone Number: 773-489-1280 Email Address: LUIS@ALLMASOURY.COM
 Address: 1414 WEST WILLOW STREET CHICAGO, IL 60622
 Description of Work, Services or Supplies to be provided: FURNISH AND INSTALL MASOURY
 CONTRACT ITEM NO.: 4
 Total Dollar Amount Participation: 50,900.00

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☒
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

(Attach additional sheets as needed)

bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

WBE UTILIZATION

Name of WBE and contact person: Crown Commercial Painting, Inc / Eva Conversa

Business Phone Number: 708-478-0505 Email Address: eveconversa@crownpainting.net

Address: 10124 W. 187th Street Mokena, IL 60448

Description of Work, Services or Supplies to be provided: Furnish and Install Protective Coating, PARTIAL

CONTRACT ITEM NO.: 9

Total Dollar Amount Participation: 100,000.00

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☒ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

WBE UTILIZATION

Name of WBE and contact person: Evergreen Supply Company / Colleen Kramer

Business Phone Number: 773-375-4750 Email Address: ckramer@evergreensupply.com

Address: 9901 S. Torrence Ave. Chicago IL 60617

Description of Work, Services or Supplies to be provided: Furnish Electrical Supply

CONTRACT ITEM NO.: 16

Total Dollar Amount Participation: 60,000.00

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☒ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

WBE UTILIZATION

Name of WBE and contact person: Autumn Construction Services, Inc. / Susan Nelson

Business Phone Number: 630-588-9585 Email Address: autumnscs@comcast.net

Address: 1400 E. Touhy Ave, Suite 477 Des Plaines IL 60018

Description of Work, Services or Supplies to be provided: Furnish and Install Mechanical Partial

CONTRACT ITEM NO.: 15

Total Dollar Amount Participation: 100,000.00 82,000

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☒ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

(Attach additional sheets as needed)

SBE UTILIZATIONName of SBE and contact person: KED - SAME AS MBE

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATIONName of SBE and contact person: DEKAYD - SAME AS MBE

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SIGNATURE SECTION


On Behalf of IHC CONSTRUCTION COMPANIES, L.L.C. I/We hereby acknowledge that
 (name of company)

I/WE have read Appendix D, will comply with the provisions of Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.


31 MARCH 2015

Date


 Signature of Authorized officer

ATTEST:

DAVID J. ROCK, PRESIDENT
 Print name and title


 Secretary ALAN L. OROSZ

847-742-1514
 Phone number

1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.

2) Failure to do so will result in a nonresponsive bid and rejection of the bid.

3) If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

Nitrogen Removal in Centrate, EWRP

Project Number: 13-409-3P

Service Area: North

Location: Egan WRP

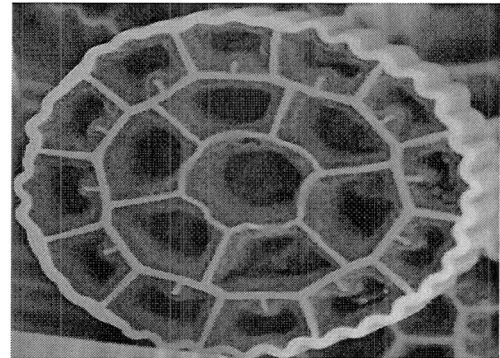
Engineering Consultant: Veolia Water Solutions & Technologies North America, Inc.

General Contractor: Various

Estimated Construction Cost: \$3,500,000

Contract Award Date: March 19, 2015

Substantial Completion Date: September 15, 2015*



Project Description: Partial nitrification-denitrification of centrate at the Egan WRP using ANITA™ Mox Moving Bed Biofilm Reactors. The process uses significantly less energy compared to conventional nitrogen removal.

Veolia will supply technical support, equipment, and seeded media at an estimated cost of \$4,420,000 in the Capital Improvements Bond Fund. Job order contracting (JOC) work has been completed for mixer bridge installation, drumfilter supports, and reactor tank modifications, at a total cost of \$682,400 from the Construction Fund. An upcoming contract for work related to equipment installation, de-classification of the thickener building, and equalization tank coating shall be awarded for an estimated cost of \$3,500,000 from the Capital Improvements Bond Fund for a total estimated contractor cost of \$8,602,400. The estimated cost for in-house trades labor and materials is \$320,000 in the Corporate Fund.

Project Justification: The Egan WRP treats sludge from the Egan and Kirie WRPs. The centrate from this process is pumped into a gravity sewer, comingled with combined sewage, and treated at the O'Brien WRP roughly 20 miles from the source. This operational strategy is inefficient, causes considerable odors and corrosion in the conduit that conveys the flow, and increases the load on the O'Brien WRP.

Project Status: JOC work has been completed for mixer bridge installation, drumfilter supports, and reactor tank modifications. Approximately 98 percent of contract documents for the remaining work have been prepared. It is anticipated that the contract for the equipment installation will be awarded in March 2015.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0499, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authority to increase purchase order with Latisys-Chicago, LLC for Contract 14-RFP-30 Co-Location Services, in an amount of \$26,136.00, from an amount of \$286,884.00, to an amount not to exceed \$313,020.00, Account 101-27000-612210, Purchase Order 3083787

Dear Sir:

On November 6 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order for Contract 14-RFP-30 Co-Location Services with Latisys-Chicago, LLC, in an amount not to exceed \$286,884.00. The contract expires on December 30, 2017.

This contract has no prior change orders.

On February 5, 2015, the Board of Commissioners approved purchase of new Storage Area Network (SANs) equipment and it was received on April 9, 2015.

An upgrade is needed to the electrical supply and internet connectivity to increase speed at the Latisys Co-Location facility. This upgrade is necessary to facilitate additional equipment that will be installed and to increase throughput.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order in an amount of \$26,136.00 (9% of the current contract value), from an amount of \$286,884.00, to an amount not to exceed \$313,020.00.

Funds are available in Account 101-27000-612210.

Requested, John Sudduth, Acting Director of Information Technology, JS:RP:rp
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0502, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authority to decrease purchase order with RhinoDox, Inc. (formerly Federal Records Storage MDMC), for Contract 11-RFP-02 Outsourcing of Storage of District Records for a Three-Year Period, in an amount of \$1,642.54, from an amount of \$216,089.11, to an amount not to exceed \$214,446.57, Account 101-15000-612490, Purchase Order 3068734

Dear Sir:

On April 21, 2011, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement for Contract 11-RFP-02 Outsourcing of Storage of District Records for a Three-Year Period, with RhinoDox, Inc., in an amount not to exceed \$156,800.00. The original contract expired on June 16, 2014.

As of May 4, 2015, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$59,289.11, from the original amount awarded of \$156,800.00. The current value is \$216,089.11. The prior approved change orders reflect a 37.81% increase from the original contract value. An extension of the agreement, through September 16, 2014, was authorized at the Board meeting of July 10, 2014. An additional extension of the agreement, through January 31, 2015, was authorized at the Board meeting of December 18, 2014.

The reason for this change order is to reduce and close the purchase order. All invoices have been paid and a new contract is in place.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to decrease the purchase order in an amount of \$1,642.54 (0.76% of the current contract value), from an amount of \$216,089.11, to an amount not to exceed \$214,446.57.

Funds will be restored to Account 101-15000-612490.

Requested, Eileen M. McElligott, Administrative Services Manager, JPN:SKL:WG:TG
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

File #: 15-0502, **Version:** 1

Attachment

PO No. : 3068734

Tracking No. : 15070

Vendor No. : 5011542

Original Value: 0.00

Approved Value: 216,089.11

Current Value: 216,089.11

Charge Number	Text	Value	Initiator	Date	File Letter	CR #	Board Approval	Status	Approver	Seq. No.	Charge Number	Object Class
0001	Dec. line #1, Inc. line #5	0.00	CINNREP	12/20/2011				Net Zero		0001	4260876	ENGINEER
										0001	4260877	MJ_SERVICE
										0001	4260878	MJ_SERVICE
0002	Dec. line 1, Inc. line 3	0.00	CINNREP	02/07/2012				Net Zero		0002	4299446	ENGINEER
										0002	4299447	MJ_SERVICE
										0002	4299468	MJ_SERVICE
0003	Reduce 2012 encumbrance	1,410.89	SUNSFIELDS	01/30/2013				Approved	USNLEPABU	0003	4579326	ENGINEER
										0003	4579327	MJ_SERVICE
0004	Increase PO per Board Order of July 10, 2014.	13,105.00	GLADKHT	06/30/2014				Rejected	USNLEPABU	0004	4929059	ENGINEER
										0004	4929060	MJ_SERVICE
0005	Increase PO per Board Order of July 10, 2014.	13,000.00	GLADKHT	07/18/2014				Approved	USALMC	0005	4942315	ENGINEER
										0005	4942316	MJ_SERVICE
0006	Per Board Order 12/18/14, Item # 14-1485	10,950.00	GLADKHT	12/19/2014				Rejected	USALMC	0006	5069099	ENGINEER
										0006	5069100	MJ_SERVICE
0007	Per Bd Ord of 12/18/14, Item 28, File 14-1485.	10,950.00	GLADKHT	12/22/2014				Approved	USALMC	0007	5070016	ENGINEER
										0007	5070017	MJ_SERVICE
0008	Per Bd Ord 12/18/14 Item 28 File 14-1485	36,750.00	KAPHELJ	12/24/2014	14-14	28	X	Approved	USNLEPABU	0008	5071975	ENGINEER
0009	To accommodate December 2014 invoice.	0.00	GLADKHT	01/21/2015				Rejected	USNLEPABU	0009	5089922	ENGINEER
										0009	5089923	MJ_SERVICE
										0009	5089924	MJ_SERVICE
0010	Reduce and close	785.28	GLADKHT	01/22/2015				Rejected	USNLEPABU	0010	5092542	ENGINEER
										0010	5092543	MJ_SERVICE
0011	02/05/15 ROC, #15-0073, GA	785.28	GLADKHT	01/29/2015				Rejected	USNLEPABU	0011	5097822	ENGINEER
										0011	5097823	MJ_SERVICE



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0513, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 11-054-3P Disinfection Facilities, Terrence J. O'Brien Water Reclamation Plant, to Walsh Construction Company II, LLC in an amount not to exceed \$204,268.06, from an amount of \$60,659,907.84 to an amount not to exceed \$60,864,175.90, Account 401-50000-645650, Purchase Order 4000005

Dear Sir:

On August 8, 2013, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 11-054-3P Disinfection Facilities, Terrence J. O'Brien Water Reclamation Plant, to Walsh Construction Company II, LLC, in an amount not to exceed \$59,899,650.00 plus a five (5) percent allowance for change orders in an amount of \$2,994,982.50, for a total amount not to exceed \$62,894,632.50. The scheduled contract completion date is December 19, 2015.

As of May 8, 2015, the effect of change orders resulted in a net increase in the amount of \$760,257.84 from the original amount awarded of \$59,899,650.00. The current contract value is \$60,659,907.84. The prior approved change orders reflect a 1.27% increase to the original contract value.

The engineer has determined that revisions to the contract to include the addition of aeration equipment to increase Dissolved Oxygen (DO) in the O'Brien Water Reclamation Plant (OWRP) effluent are required. The new NPDES permit for the OWRP requires that DO in the plant effluent be continuously monitored. To ensure that this requirement is maintained, installation of DO equipment is prudent. In order to expedite this work, two change orders will be required. The scope of work for this change order includes furnishing and installing 316 stainless steel coarse bubble air diffusers and piping in the UV facility effluent channel and furnishing and installing two additional DO probes and a multi-channel process analyzer. This equipment needs to be installed prior to initiating flow to the UV facility. The remaining scope of work to provide an air source to the equipment can be performed after the UV facility is in operation. The second change order will require Board authorization. Authorization will be requested as soon as the cost is substantiated. The contractor submitted a cost proposal (CCO-025) for an extra in the amount of \$204,268.06. The engineer reviewed the proposal, found it to be reasonable, and stated via correspondence 1090, that the Engineering Department would recommend its approval.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase Contract 11-054-3P in an amount of \$204,268.06, (0.34% of the current contract value) from an amount of \$60,659,907.84, to an amount not to exceed \$60,864,175.90.

File #: 15-0513, **Version:** 1

Funds are available in Account 401-50000-645650.

Requested, Catherine A. O'Connor, Director of Engineering, MVL:ECB

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

Metropolitan Water Reclamation District of Greater Chicago
Adjusted Bid Value Report

Order : ENGL10543P	Vendor 6001515	Commitment 645650	Fund 401
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Purchase Order #	Item	Commitment Item	Fund	Adjusted Bid Value	Total to Date Expenditures	Outstanding Encumbrances	Current Year's Expenditures	Retainage	Liquidated Damage	Lien	Change Back	Hold Back
40000005	00001	645650	401	60,659,907.84	33,068,078.69	27,591,829.15	12,756,215.89	1,290,675.55-	3,000.00-	0.00	0.00	0.00
40000005	00002	645650	401	2,186,446.09	0.00	2,186,446.09	0.00	0.00	0.00	0.00	0.00	0.00
Total				62,846,353.93	33,068,078.69	29,778,275.24	12,756,215.89	1,290,675.55-	3,000.00-	0.00	0.00	0.00



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0518, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to decrease purchase order to W.W. Grainger, Inc., to Furnish and Deliver Maintenance, Repair and Operating Catalog Products, under the National Joint Powers Alliance (NJPA) Cooperative Purchasing Contract #102109-WWG, in an amount of \$15,896.22, from an amount of \$315,691.40, to an amount not to exceed \$299,795.18, Account 101-VARIOUS-VARIOUS, Purchase Order 3079720

Dear Sir:

On December 19, 2013, the Director of Procurement and Materials Management issued purchase orders to W.W. Grainger, Inc., to furnish and deliver maintenance, repair and operating catalog products, under the National Joint Powers Alliance (NJPA) Cooperative Purchasing Contract #102109-WWG, in an amount of \$310,800.00. The purchase orders expired February 28, 2015.

As of May 8, 2015, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$4,891.40 from the original amount awarded of \$310,800.00. The current contract value is \$315,691.40. The prior approved change orders reflect an approximate 1.6% increase to the original purchase orders' value.

This decrease is necessary because the need for W.W. Grainger Catalog Products for the North Side Area in 2014, was less than anticipated. This change order will close the purchase order.

This change order is in compliance with the Illinois Criminal Code since these changes are due to circumstances not reasonably foreseeable at the time the purchase order was issued, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to decrease the purchase order in an amount of \$15,896.22 (approximately 5% of the current purchase order's value), from an amount of \$315,691.40, to an amount not to exceed \$299,795.18.

Funds will be restored to Account 101-VARIOUS-VARIOUS.

Requested, Manju Prakash Sharma, Director of Maintenance & Operations, AQ:SO'C:MAG:CM:SSG
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

CONTRACT: Grainger NJPA**As Of:** 5/8/2015 **Contract Type:** NJPAPrepared by:
J. Markovich

<u>Group/Item:</u>	<u>Location:</u>	<u>Validity Dates:</u>	<u>Bid Deposit:</u>	<u>Final Completion:</u>
	D900	1/1/2014 - 2/28/2015	N/A	12/31/2014
	D800	1/1/2014 - 2/28/2015	N/A	2/28/2015
	D700	1/1/2014 - 2/28/2015	N/A	12/31/2014
	D600	1/1/2014 - 2/28/2015	N/A	12/31/2014
	Gen Admin	1/1/2014 - 2/28/2015	N/A	12/31/2014
	PMM	1/1/2014 - 2/28/2015	N/A	12/31/2014
	M&R	1/1/2014 - 2/28/2015	N/A	12/31/2014
	IT	1/1/2014 - 2/28/2015	N/A	12/31/2014

<u>Group/Item</u>	<u>Location</u>	<u>PO #</u>	<u>Vendor</u>	<u>Award Value</u>	<u>Change Order Incr/(Decr)</u>	<u>Adjusted Award Value</u>	<u>SAP PO Value</u>	<u>SAP SES Value</u>	<u>SAP Invoice Value</u>	<u>SAP Credit Memo Value</u>	<u>SAP Check Value</u>	<u>Pending Check Payment</u>	<u>PO Bal.</u>
	D900	3079718	5002279 WW Grainger, Inc.	76,500.00	6,435.87	82,935.87	82,935.87	82,935.87	-	-	-	-	-
	D800	3079719	5002279 WW Grainger, Inc.	72,500.00	(2,675.49)	69,824.51	69,824.51	69,824.51	-	-	-	-	-
	D700	3079720	5002279 WW Grainger, Inc.	103,300.00	-	103,300.00	103,300.00	87,403.78	-	-	-	-	15,896.22
	D600	3079721	5002279 WW Grainger, Inc.	13,500.00	-	13,500.00	13,500.00	13,229.77	-	-	-	-	270.23
	Gen Admin	3079722	5002279 WW Grainger, Inc.	28,000.00	-	28,000.00	28,000.00	27,651.15	-	-	-	-	348.85
	PMM	3079723	5002279 WW Grainger, Inc.	4,000.00	-	4,000.00	4,000.00	2,448.70	-	-	-	-	1,551.30
	M&R	3079724	5002279 WW Grainger, Inc.	10,500.00	1,500.00	12,000.00	12,000.00	11,789.09	-	-	-	-	210.91
	IT	3079725	5002279 WW Grainger, Inc.	2,500.00	(368.98)	2,131.02	2,131.02	2,131.02	-	-	-	-	-
				310,800.00	4,891.40	315,691.40	315,691.40	297,413.89	-	-	-	-	18,277.51

Comments:



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0522, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON ENGINEERING

Mr. David St. Pierre, Executive Director

Report on change orders authorized and approved by the Director of Engineering during the month of April 2015

Dear Sir:

Four change orders were approved by the Director of Engineering that cumulatively, but not individually, increased or decreased the value of the purchase order by \$10,000.00 or less during April 2015. The contracts and related data are listed in Attachment 1.

Four change orders were approved by the Director of Engineering on contracts with a 5% contingency provision for errors and omissions and unforeseen circumstances, for an increase or decrease of \$100,000.00 or less during April 2015. The contracts and related data are listed in Attachment 2.

Please advise the undersigned if additional information is required.

Respectfully Submitted, Catherine A. O'Connor, Director of Engineering, MVL

Attachments

Attachment 1

Report on Change Orders Authorized by the Director of Engineering that Increased or Decreased the Purchase Order by \$10,000 or Less for April 2015

Contract Number	Contract Name	Purchase Order	Vendor Name	Amount	Description	Original Contract Value	Current Contract Value at April 30, 2015	Scheduled Contract Completion Date
06-494-3P	Centrifuge Building and Sludge Loading System Upgrades, EWRP and HPWRP	5001400	IHC Construction Companies, LLC	\$3,788.54	CN #0498 RFQ-018 Relocation of post due to the conflict with silo access hatch	\$9,044,000.00	\$9,192,439.16	3/25/2015
08-171-3P	Westside Imhoff Battery A and Skimming Tank Demolition, SWRP	5001182	Sollitt/Sachi/Alworth JV	(\$1,203.14)	CN #1133 RFQ-050 New Hydrant Tie-In to 6" CW East of Grit Building	\$32,848,000.00	\$41,554,736.62	6/11/2014
09-176-3P	Stickney Sludge Thickening Project	5001115	McHugh Construction	\$805.73	CN #5332 RFQ-209 Area 60 - Pump Anchor for Digester Feed Pump #1	\$162,232,344.00	\$166,578,868.83	11/11/2016
09-176-3P	Stickney Sludge Thickening Project	5001115	McHugh Construction	\$3,841.69	CN #5380 RFQ-215 Isolation of Area for Sluice Gate Installation	\$162,232,344.00	\$166,578,868.83	11/11/2016

Attachment 2

Report on Change Orders on Contracts with 5% Contingency Provision Authorized by the Director of Engineering for April 2015

Contract Number	Contract Name	Purchase Order	Vendor Name	Amount	Description	Original Contract Value	Current Contract Value at April 20, 2015	Scheduled Contract Completion Date
06-158-3S	Des Plaines Intercepting Sewer Rehabilitation,SSA	4000012	Kenny Construction Company	\$4,829.42	CN #0113 RFQ-004 Filling of the Sump at Connecting Structure on Chicago Ave.	\$13,260,672.00	\$13,499,697.99	1/9/2016
06-158-3S	Des Plaines Intercepting Sewer Rehabilitation,SSA	4000012	Kenny Construction Company	\$10,199.00	CN #0119 RFQ-008 Connection to Chicago Ave. East Siphon Structure	\$13,260,672.00	\$13,499,697.99	1/9/2016
10-716-3P	Wet Weather Treatment Facility & Reservoir, LEMONT WRP	4000006	Joseph J. Henderson & Son Inc.	(\$2,106.46)	CN #0516 RFQ-016 Conduits and Wires at WWTFIPS and Disinfection Building	\$29,097,000.00	\$29,218,142.41	12/30/2015
10-880-3H	TARP Control Structure Rehabilitation, NSA, SSA, and CSA	4000009	IHC Construction Companies, LLC	\$7,409.13	CN #0238 RFQ-017 M100-1 & M100-4 Platform Issues	\$14,410,000.00	\$14,460,890.56	8/22/2016

ATTACHMENT 3 (for May 21, 2015 Board Meeting)

06-494-3P, Centrifuge Building and Sludge Loading System Upgrades, EWRP and HPWRP. The wiring and control changes (RFQ-015) and Disconnect Switches for Valve Actuators (RFQ-16) have delayed the required shutdown of the existing facilities. The startup of the Dewatering Facility is expected in early June 2015 and projected substantial completion is in August, 2015.

08-171-3P, Westside Imhoff Battery A and Skimming Tank Demolition, SWRP. The contract work was completed on July 8, 2014. This contract is in final close out. The final payment has been delayed pending receipt of final documentation from the contractor, which has now been received. The final payment is currently in process.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0521, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON ENGINEERING

Mr. David St. Pierre, Executive Director

Authority to make payment of \$9,000,000.00 to the U.S. Army Corps of Engineers for the non-federal sponsor's share of the costs associated with the Chicagoland Underflow Plan McCook Reservoir, Project 73-161-2H, Account 401-50000-645630

Dear Sir:

The Project Cooperation Agreement (PCA) between the U.S. Army Corps of Engineers (Corps) and the Metropolitan Water Reclamation District of Greater Chicago (District), acting as the non-federal sponsor, for the Chicagoland Underflow Plan (CUP) McCook Reservoir Project was signed on May 10, 1999.

The Corps recently received their final federal funding amount of \$45,500,000.00 for fiscal year 2015, which included \$27,000,000.00 more than what was approved in the President's Budget. At this time, the Corps has requested, in accordance with Article VI of the PCA, that the District provide \$9,000,000.00 for the balance of non-federal sponsor's share of the fiscal year 2015 project costs. This \$9,000,000.00 is in addition to the \$4,667,000.00 and \$1,500,000.00 payments that were approved by the Board at the January 8, 2015 and October 16, 2014 meetings, respectively. The money will be used to help pay for construction of the Main Tunnel, Slope Stabilization, High-Wall Stabilization, and Final Reservoir Preparations projects and continued engineering work.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve a payment of \$9,000,000.00 to the Corps.

It is further requested that the Executive Director recommend to the Board of Commissioners that the Chairman of the Committee on Finance, the Clerk, and the Treasurer be authorized and directed to make a payment to "FAO, USAED, Chicago" in the amount of \$9,000,000.00 as the non-federal share due at this time, and deliver same to the Director of Engineering for disposition.

Funds are available in Account 401-50000-645630.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:KMF

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Frank Avila, Chairman Committee on Engineering

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0555, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to pay an award for the Workers' Compensation Claim of Scott Bresnahan vs. MWRDGC, Case 14 WC 23745, Illinois Workers' Compensation Commission (IWCC), in the sum of \$78,116.40, Account 901-30000-601090

Dear Sir:

On November 18, 2013, Scott Bresnahan was working as a Pipefitter at the Calumet Water Reclamation Plant when he sustained an injury to his lower back. The employee was initially seen at the industrial clinic on November 19, 2013 where he was diagnosed with low back pain. He was treated conservatively with physical therapy and prescribed medication.

On November 29, 2013, the employee returned to work on restricted duty. He was disabled from work again on January 9, 2014 while he continued to undergo physical therapy. Mr. Bresnahan was able to resume restricted duty work again on February 24, 2014. He saw a specialist of his choice and was sent for a second opinion from an independent medical specialist recommended by the District. Both doctors agreed that he could resume regular work. On April 7, 2014, he returned to regular duty work.

Mr. Bresnahan continued to complain of ongoing issues and effective May 1, 2014 he was disabled from work again. On May 21, 2014, he was released to return to regular duty work. On August 21, 2014, the employee had a follow up visit with his specialist who disabled him from work effective September 19, 2014. He has remained disabled since that time despite the District disputing his disability status. On October 14, 2014, he was referred back to the District's independent medical doctor. It was that doctor's opinion that he could resume full work duties.

The District took this case to trial at the Illinois Workers' Compensation Commission. The arbitrator filed a decision ruling against the District and granted an award to Mr. Bresnahan on March 25, 2015 in the amount of \$78,116.40, which represents \$34,488.15 in lost time benefits and \$43,628.25 in medical bills.

This award will not close out this claim, as the claim remains open while Mr. Bresnahan is still under active medical care and remains disabled from work. However, failure to pay this award can result in costly penalties from the IWCC.

The Director of Human Resources believes that the payment of this award is in the best interests of the District. We therefore request approval for payment and authorization to execute such documents as may be necessary to effect the payment of the award.

Requested, Denice E. Korcal, Director of Human Resources, DEK: RAJ:RG:aw
Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Judiciary

File #: 15-0555, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0557, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON MAINTENANCE AND OPERATIONS

Mr. David St. Pierre, Executive Director

Report on change orders authorized and approved by the Director of Maintenance and Operations during the month of April 2015

Dear Sir:

Three change orders were approved by the Director of Maintenance and Operations that cumulatively, but not individually, increased or decreased the cost of a contract or purchase order by \$10,000.00 or less during April 2015. The list of contracts and purchase orders are attached.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

Report on Change Orders Authorized by the Director of Maintenance & Operations for April 2015

Number	Contract	Name	Purchase Order	Vendor Name	Inc/Dec	Amount	Status	Date of Execution	Adjusted Award Value	Remaining Value on Contract at time of Change Request	Award Value	End Date
13-670-11		Outfitting of Debris and Pontoon Boats	3076141	Baltic Marine Services	dec	\$ 218.55	closed	4/7/2015	\$ 96,785.48	\$ 218.55	\$ 112,900.00	2/20/2015
Grainger NJPA		National Joint Purchasing Agreement for Grainger parts	3079719	W.W. Grainger, Inc.	dec	\$ 2,675.49	closed	4/7/2015	\$ 320,331.02	\$ 27,506.66	\$ 310,800.00	3/31/2015
12-930-11		Elevator Maintenance in the Stickney Service Area	5001330	Parkway Elevators, Inc.	dec	\$ 1,212.88	closed	4/30/2015	\$ 211,994.90	\$ 1,212.88	\$ 228,000.00	3/31/2015

Prepared By:

Approved By:

Admission 5/6/15
[Signature]
5/7/15

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Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0493, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to issue a check payable to Material Service Corporation in the amount of \$258,994.39 as reimbursement of the District's pro rata share of the First Installment of the year 2014 Real Estate Taxes paid by it for the Lower West Lobe of the Thornton Quarry, Thornton Composite Reservoir, Project 77-235-2F (401-50000-645620)

Dear Sir:

On June 18, 1998, the District entered into an agreement ("Agreement") with Material Service Corporation ("MSC") for the rough excavation of the District's Thornton Composite Reservoir in portions of MSC's Thornton Quarry in Thornton, Illinois, and the District's ultimate acquisition of those portions of the Quarry. Included in the terms of the Agreement was a provision for the District's immediate and temporary use of the Lower West Lobe of the Thornton Quarry as the site for the District's Thornton Transitional Reservoir, for immediate flood control relief for the Thorn Creek watershed prior to the completion of the Thornton Composite Reservoir ("Composite Reservoir"). The Composite Reservoir is scheduled to be completed in 2015.

Under the terms of the Agreement, MSC granted the District a temporary easement to use the Lower West Lobe as the site of the Thornton Transitional Reservoir upon condition that the District would pay the portion of the real estate taxes attributable to the Lower West Lobe for as long as it has the right to use it. By virtue of recording of the temporary easement grant, the District acquired its right of access to the Lower West Lobe on December 29, 1999. By agreement, the District's tax payment liability commenced on January 1, 2000.

MSC paid the subject 2014 First Installment Taxes and has now transmitted an invoice to the District requesting payment of \$258,994.39 as reimbursement of the District's pro rata share of the First Installment of the year 2014 Real Estate Taxes paid for the Lower West Lobe parcels. The Engineering Department has reviewed the calculations and concurs with the apportionment. Under the terms of the Agreement, the District must reimburse MSC for this expenditure.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the issuance of a check in the amount of \$258,994.39, payable to Material Service Corporation, as reimbursement of the District's pro rata share of the First Installment for the year 2014 Real Estate Taxes paid by it with respect to the Lower West Lobe of the Thornton Quarry.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute and deliver said check to the General Counsel for disposition.

Requested, Ronald M. Hill, General Counsel, RMH:STM:TN:MM

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

File #: 15-0493, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0527, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authorization to commence statutory procedures to lease approximately 9 acres of District real estate located at 15185 Main Street in Lemont, Illinois; Main Channel Parcel 24.02 and part of Main Channel Parcel 24.10

Dear Sir:

K.A. Steel Chemicals Inc. ("K.A. Steel") occupies 8.24 acres of District real estate located at 15185 Main Street in Lemont, Illinois and known as Main Channel Parcel 24.02 under a lease that commenced July 1, 1966, and expires June 30, 2016, and occupies Main Channel Parcel 24.10, comprising 1.08 acres, under an easement that commenced January 1, 1988, and expires June 30, 2016. K.A. Steel operates a chemical manufacturing and bulk storage facility with barge loading and unloading facilities.

The leasehold site is improved with a barge dock, office and warehouse buildings and storage tanks. The easement area is used to operate a tanker truck loading area and to maintain railroad tracks and a pump house to withdraw water from the adjacent Consumers Quarry on Main Channel Parcels 24.03 and 24.06. The annual rent under the lease is \$5,184.00 and the annual rent under the easement is \$5,611.21. K.A. Steel has requested a new lease and easement upon expiration of its lease and easement. It is anticipated that a portion of the current easement premises that is located directly adjacent to the leasehold area will be combined with it to become an approximate 9 acre leasehold area. The remaining easement area will continue as an easement for the duration of the new lease term as this section is located adjacent to K.A. Steel's own privately held property.

The District's technical departments have no objections to leasing this site for 39 years.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the General Counsel to commence statutory procedures to lease approximately 9 acres of District real estate located at 15185 Main Street in Lemont, Illinois; Main Channel Parcel 24.02 and part of Main Channel Parcel 24.10 upon the terms and conditions set forth above.

Requested, Ronald M. Hill, General Counsel, RMH:STM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

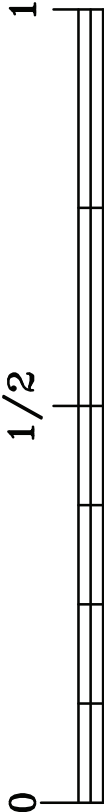
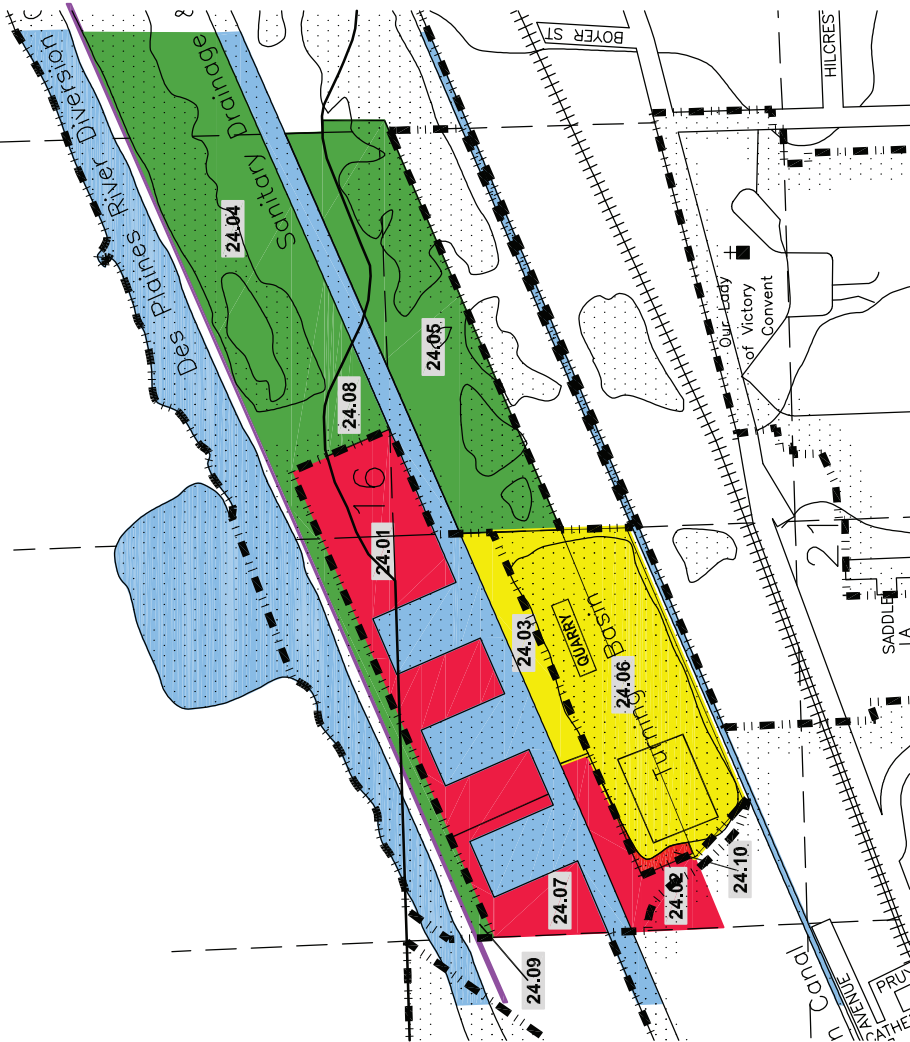
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

RIGHT OF WAY OF THE
MAIN CHANNEL



NOTE: ALL RIGHT OF WAY THAT HAS BEEN CROSSHATCHED
HAS BEEN SOLD OR DEDICATED BY THE
METROPOLITAN WATER RECLAMATION DISTRICT



SCALE OF MILES

24

Revised 5/13

Index No.	Permittee or Lessee	Lease/Perm. #		Acres	Terms of Lease		Remarks
24.01	Lemont Industrial Dist.	NL-135		51.16	04-01-61 to 03-31-2060		-
24.02	K.A. Steel Chemicals	NL-083		8.24	07-01-66 to 06-30-2016		-
24.03	Vacant			8.33			-
24.04	DuPage County F.P.D.	NL-220		44.00	04-01-93 to 03-31-2033		-
24.05	Village of Lemont	NL-291		38.56	05-15-02 to 06-14-2041		Total Acreage for Lease 100.66
24.06	Vacant			43.11			-
24.07	Heritage Env. Serv.	NL-135A*		17.00	12-04-92 to 03-31-2060		-
24.08	Cook Co. F.P.D.	NL-218		4.77	04-01-93 to 03-31-2033		-
24.09	Cook County F.P.D.	NL-218		9.00	04-01-93 to 03-31-2033		-
24.10	K.A. Steel Chemicals	E-271		1.08	01-01-88 to 06-30-2016		-
	Includes Parcels 25.02 & 25.01						



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0545, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to enter into a five (5) year slip agreement with the South Suburban Land Bank & Development Authority for the District to moor a boat and a barge at Fay's Point Marina in Blue Island, Illinois. Consideration shall be \$10.00

Dear Sir:

The South Suburban Land Bank & Development Authority owns a boat marina located at the southern end of Fay's Point. Fay's Point is an area of land located at the confluence of the Little Calumet River and the Cal-Sag Channel in Blue Island, Illinois.

The District would like to store a pontoon boat and a barge at Fay's Point Marina for collecting debris and floatables along the Cal-Sag Channel. Additionally, the agreement will allow for the parking of District staff that will be operating the watercraft. The term of the agreement is for five (5) years.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve a five (5) year agreement with the South Suburban Land Bank & Development Authority for the District to moor a boat and a barge at Fay's Point Marina in Blue Island, Illinois. Consideration shall be \$10.00.

It is further requested that the Executive Director recommend to the Board of Commissioners that the Chairman of the Committee on Finance and the Clerk be authorized and directed to execute said agreement after it is approved by the General Counsel as to form and legality.

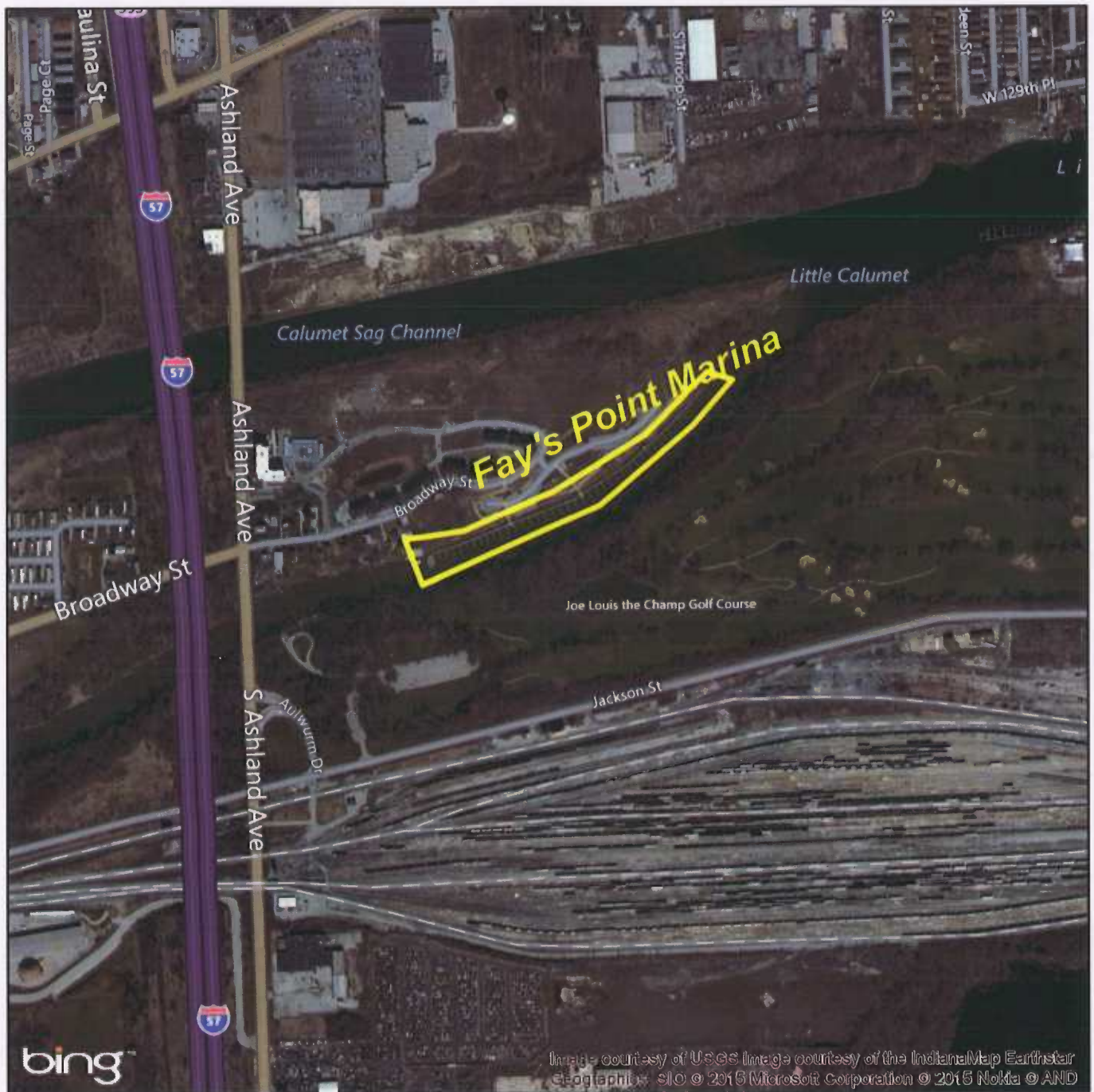
Requested Ronald M. Hill, General Counsel and Manju Sharma, Director of Maintenance and Operations, RMH:MS:SM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

Fay's Point Marina





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0546, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to pay 2014 real estate taxes in the amount of \$665,305.20 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in Will County, Illinois, Account 101-30000-667130

Dear Sir:

Pursuant to the Illinois Property Tax Code, 35 ILCS 200/15-143, the District is responsible for the real estate taxes on land owned and located outside of Cook County, unless specifically exempt.

The District has now received the 2014 real estate tax bills for its non-exempt real estate in Will County, Illinois. The property consists of 30 separate property index numbers. The 2014 taxes for the subject parcels total \$665,305.20. The total 2014 taxes for the subject parcels is \$665,305.20 and of that amount \$527,134.76, or 79.23%, is attributable to the Will County Locks and Lockport Powerhouse.

The first installment of the 2014 taxes in the amount of \$332,652.60 is due on or before June 3, 2015, and the second installment in the amount of \$332,652.60 is due on or before September 3, 2015.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the timely payment of the 2014 real estate taxes on the District's non-exempt property in Will County, Illinois, in the aggregate amount of \$665,305.20, in one installment of \$332,652.60 due on June 3, 2015, and one installment of \$332,652.60 due on September 3, 2015.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to issue two checks in the amount of \$332,652.60 each; one check before June 3, 2015, and one check before September 3, 2015, payable to the Will County Collector on account of the 2014 real estate taxes on District's non-exempt property in Will County, Illinois.

Funds are available in Account 101-30000-667130.

Requested, Ronald M. Hill, General Counsel, RMH:STM:TN:MM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0547, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to pay 2014 real estate taxes in the amount of \$69,442.32 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in Fulton County, Illinois, Account 101-30000-667130

Dear Sir:

Pursuant to the Illinois Property Tax Code, 35 ILCS 200/15-143, the District is responsible for the real estate taxes on land owned and located outside of Cook County, unless specifically exempt.

The District has now received the 2014 real estate tax bills for its non-exempt real estate in Fulton County, Illinois. The property consists of 79 separate property index numbers. The 2014 taxes for the subject parcels total \$69,442.32. The first installment of the 2014 taxes in the amount of \$34,721.16 is due on or before June 1, 2015, and the second installment in the amount of \$34,721.16 is due on or before September 1, 2015.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the timely payment of the 2014 real estate taxes on the District's non-exempt property in Fulton County, Illinois, in the aggregate amount of \$69,442.32, in one installment of \$34,721.16 due on June 1, 2015, and one installment of \$34,721.16 due on September 1, 2015.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to issue two checks in the amount of \$34,721.16 each; one check before June 1, 2015, and one check before September 1, 2015, payable to the Fulton County Collector on account of the 2014 real estate taxes on District's non-exempt property in Fulton County, Illinois.

Funds are available in Account 101-30000-667130.

Requested, Ronald M. Hill, General Counsel, RMH:STM:TN:MM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0548, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to pay 2014 real estate taxes in the amount of \$7,938.14 for Metropolitan Water Reclamation District of Greater Chicago's real estate located in DuPage County, Illinois, Account 101-30000-67130

Dear Sir:

Pursuant to the Illinois Property Tax Code, 35 ILCS 200/15-143, the District is responsible for the real estate taxes on land owned and located outside of Cook County, unless specifically exempt.

The District has now received the 2014 real estate tax bills for its non-exempt real estate in DuPage County, Illinois. The property consists of 9 separate property index numbers. The 2014 taxes for the subject parcels total \$7,938.14. The first installment of the 2014 taxes in the amount of \$3,969.07 is due on or before June 1, 2015, and the second installment in the amount of \$3,969.07 is due on or before September 1, 2015.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the timely payment of the 2014 real estate taxes on the District's non-exempt property in DuPage County, Illinois, in the aggregate amount of \$7,938.14, in one installment of \$3,969.07 due on June 1, 2015, and one installment of \$3,969.07 due on September 1, 2015.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to issue two checks in the amount of \$3,969.07 each; one check before June 1, 2015, and one check before September 1, 2015, payable to the DuPage County Collector on account of the 2014 real estate taxes on District's non-exempt property in DuPage County, Illinois.

Funds are available in Account 101-30000-667130.

Requested, Ronald M. Hill, General Counsel, RMH:STM:TN:MM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0550, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Consent to sub-sublease between Matt Rogatz and Orkin, LLC on an approximately 4,550 sq. ft. portion of the leasehold at 3350 S. Kedzie Avenue, Chicago, Illinois; Main Channel Parcel 41.03. Consideration shall be an initial annual fee of \$620.50 plus a \$2,500 document preparation fee

Dear Sir:

On August 2, 1951, the District entered into a lease agreement with WHFC, Inc. on 5.7 acres of District real estate located at 3350 S. Kedzie Avenue in Chicago, Illinois and known as Main Channel Parcel 41.03 ("Lease"). The Lease commenced on July 15, 1951, and expires July 14, 2050. The tenants operate two radio stations. The Lease was assigned from time to time, with the last assignment on November 1, 1979, from Globe Broadcasting Company to LaSalle National Bank, as Trustee under Trust Agreement dated October 11, 1979, and known as Trust No. 101868. The beneficiaries of the trust are Midway Broadcasting Company ("Midway") and Migala Communications Corporation ("Migala"). Midway operates radio station WRLL and Migala operates radio station WCEV. The leasehold is improved with an office building, parking lot and a radio transmission tower. The current annual rent is \$22,214.40.

On December 28, 2005, the District consented to a sublease from Midway to Matt Rogatz ("Rogatz"). Under the sublease agreement, Rogatz rents 7,000 sq. ft. of the office building to operate an industrial real estate business. Rogatz pays 8% of the total rent and real estate taxes due under the Lease. Rogatz currently pays the District an annual rent of \$1,777.16.

Rogatz has requested to sub-sublease 4,550 sq. ft. of his sublease area in the office building to Orkin, LLC ("Orkin") for a ten (10) year term. Orkin proposes to use the building for office space for its pest control business and the storage of pesticides. Such use is in conformity with the permitted uses under the lease. The proposed rent under the sub-sublease is \$3,018.17 for the first year with 3% increases each year thereafter. Pursuant to District policy on subleases, the District is entitled to 50% of the increment or value received by the tenant from any sublease in excess of what the tenant is paying with respect to its rent for the sublease area. In the first year of the sub-sublease, Orkin will pay Rogatz \$3,018.75. Therefore, Rogatz will owe the District additional rent of \$620.50 or 50% of the difference between \$3,018.17 and \$1,777.16 (\$1,242.01). Because the initial annual rent of \$620.50 is less than the District's minimum standard fee of \$2,500.00, the District's standard document preparation fee of \$2,500.00 is also being assessed. The District's consent will also be conditioned upon Orkin obtaining the District's standard environmental insurance on the premises.

Rogatz will still use the remaining 2,450 sq. ft. of the office building for his real estate business. Both Midway and Migala, have consented to the proposed sub-sublease to Orkin and neither Midway nor Migala will receive any rent from Orkin.

The District's technical departments including the Engineer of Site Remediation have reviewed the matter and

File #: 15-0550, **Version:** 1

has no objections to consenting to Rogatz's proposed sub-sublease with Orkin.

It is recommended that the Executive Director recommend to the Board of Commissioners that it consent to the sub-sublease between Matt Rogatz and Orkin, LLC on an approximately 4,550 sq. ft. portion of the leasehold at 3350 S. Kedzie Avenue, in Chicago, Illinois; Main Channel Parcel 41.03. Consideration shall be an initial annual fee of \$620.50 plus a \$2,500.00 document preparation fee.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute the consent to the sublease agreement after it is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:MLD:vp

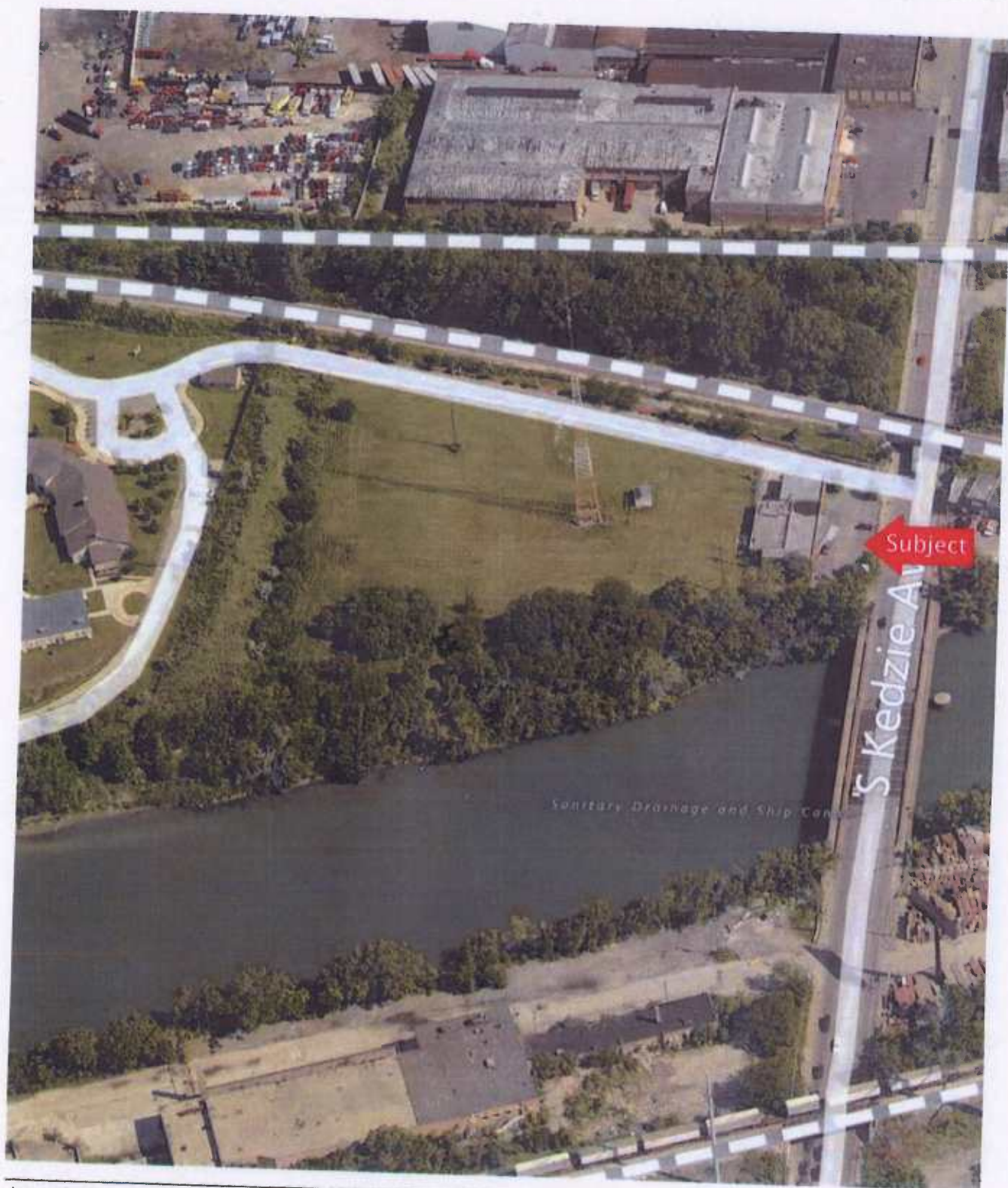
Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos Chairman, Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachment

EXHIBITS



Appraisal Associates



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0520, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authorization to negotiate intergovernmental agreements with the City of Northlake, Village of Stone Park, Village of Melrose Park, Village of Bellwood, Village of Westchester, and Village of Broadview for the Addison Creek Reservoir and Channel Improvements

Dear Sir:

Authorization is requested to negotiate intergovernmental agreements (IGAs) with the City of Northlake, Village of Stone Park, Village of Melrose Park, Village of Bellwood, Village of Westchester, and Village of Broadview to outline certain responsibilities associated with the proposed Addison Creek Reservoir and Channel Improvements.

The above captioned reservoir and channel improvements along Addison Creek will reduce flooding from the City of Northlake to the Village of Broadview by providing flood storage and increasing channel conveyance.

On August 11, 2011, the Board of Commissioners granted its authority to initiate preliminary engineering for the Addison Creek Reservoir and Channel Improvements through the District's Stormwater Management Program.

An Ordinance to allow for Right-of-Way proceedings to commence for the Addison Creek Reservoir project is being presented for consideration under a separate agenda item for this Board of Commissioners Meeting. An Ordinance to allow for Right-of-Way proceedings to commence for the Addison Creek Channel Improvements project will be presented for consideration under a separate agenda item at a future Board of Commissioners Meeting.

Based on the foregoing, it is requested that the Board of Commissioners grant authority for the District to negotiate IGAs with the City of Northlake, Village of Stone Park, Village of Melrose Park, Village of Bellwood, Village of Westchester, and Village of Broadview for the Addison Creek Reservoir and Channel Improvements. Once the parties agree in principle, authority to enter into IGAs will be sought from the District's Board of Commissioners.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JPM

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Michael A. Alvarez, Chairman Committee on Stormwater Management

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0523, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authority to enter into an intergovernmental agreement with the Village of Burr Ridge for authorization to administer provisions of the Watershed Management Ordinance with respect to stormwater management

Dear Sir:

Authority is requested to enter into an intergovernmental agreement (IGA) with the Village of Burr Ridge (Village) for authorization to administer provisions of the Watershed Management Ordinance (WMO) with respect to stormwater management.

On April 3, 2014, the Board of Commissioners granted authority to negotiate IGAs with Cook County municipalities interested in becoming authorized to administer certain stormwater management provisions of the WMO. Authorized municipalities must be qualified and meet minimum requirements contained in Article 14, Section 1402 of the WMO. The WMO allows the District to oversee authorized municipalities in their local administration of the stormwater management provisions.

The District received a letter of intent from the Village requesting authorization. The District examined the letter of intent and determined that the Village meets the requirements for authorization contained in Article 14 of the WMO.

An IGA will effectuate the Village's status as an authorized municipality. The IGA requires the Village to issue watershed management permits, conduct inspections, and maintain records. Additionally, the IGA provides the District with a mechanism to audit the Village.

It is respectfully requested that the Board of Commissioners grant authority to enter into an IGA with the Village of Burr Ridge to administer provisions of the Watershed Management Ordinance with respect to stormwater management and that the Chairman of the Committee on Stormwater Management, the Executive Director and the Clerk be authorized to execute said IGA on behalf of the District upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

Future requests for authority to enter into IGAs with other municipalities for purposes of enforcing stormwater management provisions of the WMO will be submitted to the Board of Commissioners as requests are submitted by municipalities and after their qualifications have been evaluated by the Engineering Department.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JPM

Respectfully Submitted, Michael A. Alvarez, Chairman Committee on Stormwater Management

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0549, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authorization to amend the Rain Barrel Program and to amend existing rain barrel Intergovernmental Agreements consistent with the program changes, and further to enter into Memorandum of Understandings with community groups and nongovernmental organizations interested in participating in the program.

Dear Sir:

On January 6, 2014 ("Effective Date"), the United States District Court for the Northern District of Illinois entered a Consent Decree between the United States of America and the Metropolitan Water Reclamation District of Greater Chicago ("District"). Among other commitments, the District was required to develop and implement a Rain Barrel Program within four months of the Effective Date wherein it distributes 10,000 low or no-cost rain barrels within three years of the Effective Date and a cumulative/total distribution of 15,000 low or no-cost rain barrels within five years of the Effective Date of the Consent Decree.

In an effort to reduce barriers to participation as identified by potential and current participants, the Director of Maintenance and Operations recommends amending the current Rain Barrel Program. With regard to the Municipal Distribution Network, we propose eliminating the requirement that municipalities must conduct two residential site visits along with the requirement that residents receiving rain barrels must 1) have downspouts directly connected to the sanitary sewer system; 2) disconnect those downspouts from the sewer system; and 3) redirect the downspouts into the rain barrel to be eligible for participation. With regard to the Community Group/Nongovernmental Organization ("NGO") Distribution Network, the District proposes eliminating the mandatory requirement that the community group/NGO make site visits to ensure proper installation of the rain barrels, but add a requirement that the community group or NGO sign a memorandum of understanding ("MOU") to document its responsibilities under the program. With regard to the Marketing and Promotion program, we propose that the District's limit of distributing one rain barrel per community event be removed. For both the Municipal and Community Group/NGO distribution networks, to ensure a wider distribution of rain barrels, it is recommended there be a limit of four rain barrels distributed per location. The revised program document is attached.

To properly document and memorialize the District's updated Rain Barrel Program to protect the District's interests, the Law Department has revised a template Intergovernmental Agreement ("IGA") to be used for each municipality currently participating in or seeking to participate in the Rain Barrel Program. The Law Department has also drafted a MOU to be used by community groups and NGOs. The Law Department recommends that the amended template IGA and the MOU not be subject to changes so as to maintain consistency with all entities. The Maintenance and Operations Department will continue to maintain a rain barrel distribution log and administer the rain barrel contract. The amended template intergovernmental agreement and template memorandum of understanding are attached.

Authorization is hereby requested to amend the Rain Barrel Program consistent with the foregoing, enter into amended IGAs with municipalities consistent with the program changes, enter into MOUs with Community

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Groups and NGOs, and further, that the Chairman of the Committee on Stormwater Management, the Executive Director and the Clerk be authorized to execute each amended IGA and MOU in a form substantially similar to those attached hereto upon approval by the Director of Maintenance and Operations as to technical matters and by the General Counsel as to form and legality.

Requested, Manju P. Sharma, Director of Maintenance and Operations, MPS

Recommended, Ronald M. Hill, General Counsel, RMH:LLD:BO'C

Respectfully Submitted, Michael A. Alvarez, Chairman, Stormwater Management Committee

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachments

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident's behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
 - email addresses of constituents receiving the rain barrel(s)
 - street addresses where rain barrels were installed
 - number of rain barrels installed, with a maximum of four rain barrels per home or location
 - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Form – Attachment C

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.

Green infrastructure helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel.
For installation instructions and more information, visit mwr.org.
Find the MWRD on Facebook and Twitter and show off your rain barrel!

Attachment B

MWRD Rain Barrel Program

Municipal and Community Group/Non-Governmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/non-governmental organization may call 815-735-9583 or email sales@upcycle-products.com to order rain barrels*; please write **MWRD Rain Barrel Program** in the subject line.

The following resident information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Color requested (*indicate #*) ____ Terra Cotta ____ Blue ____ Black ____ Gray

Desired delivery days/times _____

*A maximum of four rain barrels may be ordered per location.

Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrd.org or call (312) 751-6633.

Attachment C

Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident's information:

Name: _____
(Please print)

Home address: _____

Phone number: _____

Email address: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ____ Terra Cotta ____ Blue ____ Black ____ Gray

Desired delivery days/times: _____

**[AMENDED] INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
[ENTER NAME OF UNIT OF LOCAL GOVERNMENT HERE] AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DISTRIBUTION OF RAIN BARRELS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the [UNIT OF LOCAL GOVERNMENT], a municipal corporation and [non-home rule] or [home rule] unit of government organized and existing [in accordance with Chapter 24 of the Illinois Revised Statutes, as amended] or [under Article VII, Section 6 (home rule) or Section 7 (non-home rule) of the 1970 Constitution of the State of Illinois] (hereinafter the “[CITY, VILLAGE, TOWN, ETC.]”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, *et al.*, v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“~~Policy~~Rain Barrel Program”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, on May 21, 2015, the District’s Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and

[WHEREAS, the District and the [CITY, VILLAGE, TOWN, ETC.] entered into a rain barrel IGA effective _____, 2015 and now desire to enter into an amended IGA consistent with the amendments to the District's Rain Barrel Program; and]

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the [CITY, VILLAGE, TOWN, etc.], and the District cooperating and using their joint efforts and resources; and

WHEREAS, the [CITY, VILLAGE, TOWN, etc.] is located, wholly or partly, within the boundaries of Cook County; and

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

WHEREAS, on ~~August 7, 2014~~ May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on _____, 2015, the [CITY, VILLAGE, TOWN, etc.]'s [Board of Trustees, etc.] authorized the [CITY, VILLAGE, TOWN, etc.] to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the [CITY, VILLAGE, TOWN, etc.] and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the [CITY, VILLAGE, TOWN, etc.] (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.

3. In order for the [CITY, VILLAGE, TOWN, etc.] to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the [CITY, VILLAGE, TOWN, etc.] agrees to perform the following requirements:
 - ~~a. verify and document that its residents receiving rain barrel(s) have downspouts connected to the sewer system along with the number of downspouts connected to the sewer system; and~~
 - ~~b.~~ a. place all rain barrel orders on behalf of residents using a form provided by the District; and
 - b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
 - c. within one year of the date of this Agreement, the Municipality shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.
 - ~~d. make a site visit to verify each rain barrel(s) proper installation within 90 days after delivery by the District; and~~
 - ~~e. annually report on the number of 90 day site visits made to verify proper installation of rain barrel(s) along with a record of the total number of rain barrels installed within the previous year.~~

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the [CITY, VILLAGE, TOWN, ETC.] and its residents, prior to free rain barrels being distributed, are attached hereto as ~~Group~~ Exhibit 13. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The [CITY, VILLAGE, TOWN, etc.] shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the [CITY, VILLAGE, TOWN, etc.] shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the

[CITY, VILLAGE, TOWN, etc.] shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.

2. Maintenance. The [CITY, VILLAGE, TOWN, etc.] shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the [CITY, VILLAGE, TOWN, etc.] to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the [CITY, VILLAGE, TOWN, etc.] and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The [CITY, VILLAGE, TOWN, etc.] shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements),

claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the [CITY, VILLAGE, TOWN, etc.] within Cook County; or (2) the exercise of any right, privilege, or authority granted to the [CITY, VILLAGE, TOWN, etc.] under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE [CITY, VILLAGE, TOWN, ETC.]

The [CITY, VILLAGE, TOWN, etc.] covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the [CITY, VILLAGE, TOWN, etc.] represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
 - a. -the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and
 - ~~b.that the [CITY, VILLAGE, TOWN, etc.] and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).~~
2. The individuals signing this Agreement and all other documents executed on behalf of the [CITY, VILLAGE, TOWN, etc.] are duly authorized to sign same on behalf of and to bind the [CITY, VILLAGE, TOWN, etc.];
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the [CITY, VILLAGE, TOWN, etc.] or any instrument to which the [CITY, VILLAGE, TOWN, etc.] is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The [CITY, VILLAGE, TOWN, etc.] acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the [CITY, VILLAGE, TOWN, etc.] residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the [CITY, VILLAGE, TOWN, etc.].

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the [CITY, VILLAGE, TOWN, etc.] shall be cumulative, and election by the District or the [CITY, VILLAGE, TOWN, etc.] of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE [ENTER NAME OF UNIT OF LOCAL GOVERNMENT HERE] AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 20, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the [CITY, VILLAGE, TOWN, etc.]

[ELECTED OFFICIAL]
[CITY, VILLAGE, TOWN, etc.]

XXXX, Illinois XXXXXX
Phone: _____
FAX: _____

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the [UNIT OF LOCAL GOVERNMENT], the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

[ENTER NAME OF UNIT OF LOCAL
GOVERNMENT HERE]

BY: _____
NAME, [TITLE]

DATE: _____

ATTEST:

NAME, [CITY, VILLAGE, TOWN, etc.] Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations Date

Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT 1

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident's behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
 - email addresses of constituents receiving the rain barrel(s)
 - street addresses where rain barrels were installed
 - number of rain barrels installed, with a maximum of four rain barrels per home or location
 - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Form – Attachment C

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.

Green infrastructure helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel.
For installation instructions and more information, visit mwr.org.
Find the MWRD on Facebook and Twitter and show off your rain barrel!

Attachment B

MWRD Rain Barrel Program

Municipal and Community Group/Non-Governmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/non-governmental organization may call 815-735-9583 or email sales@upcycle-products.com to order rain barrels*; please write **MWRD Rain Barrel Program** in the subject line.

The following resident information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Color requested (*indicate #*) ____ Terra Cotta ____ Blue ____ Black ____ Gray

Desired delivery days/times _____

*A maximum of four rain barrels may be ordered per location.

Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrld.org or call (312) 751-6633.

Attachment C

Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident's information:

Name: _____
(Please print)

Home address: _____

Phone number: _____

Email address: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ____ Terra Cotta ____ Blue ____ Black ____ Gray

Desired delivery days/times: _____

EXHIBIT 2

Installing Your Rain Barrel

Required tools: Hacksaw, tape measure, goggles, gloves, pen or pencil

Recommended materials: 7'-10' garden hose, concrete blocks and/or pressure treated wood

1. Place the Barrel

Rain barrels need to be located near a downspout and on level, pervious (water-absorbing - not paved) ground. Your rain barrel will overflow during heavy rain. Be sure you can direct overflow to pervious ground and away from your (and your neighbor's) home.

Placing your rain barrel on a stable platform will help increase water pressure and make it easier to use a watering can or bucket. Concrete blocks or pressure-treated wood work well for platforms. A full rain barrel weighs approximately 500 pounds, so make sure the platform is sturdy!

If you have a favorite watering can, adjust your platform to make sure it will fit comfortably under the spigot.

2. Measure and Cut

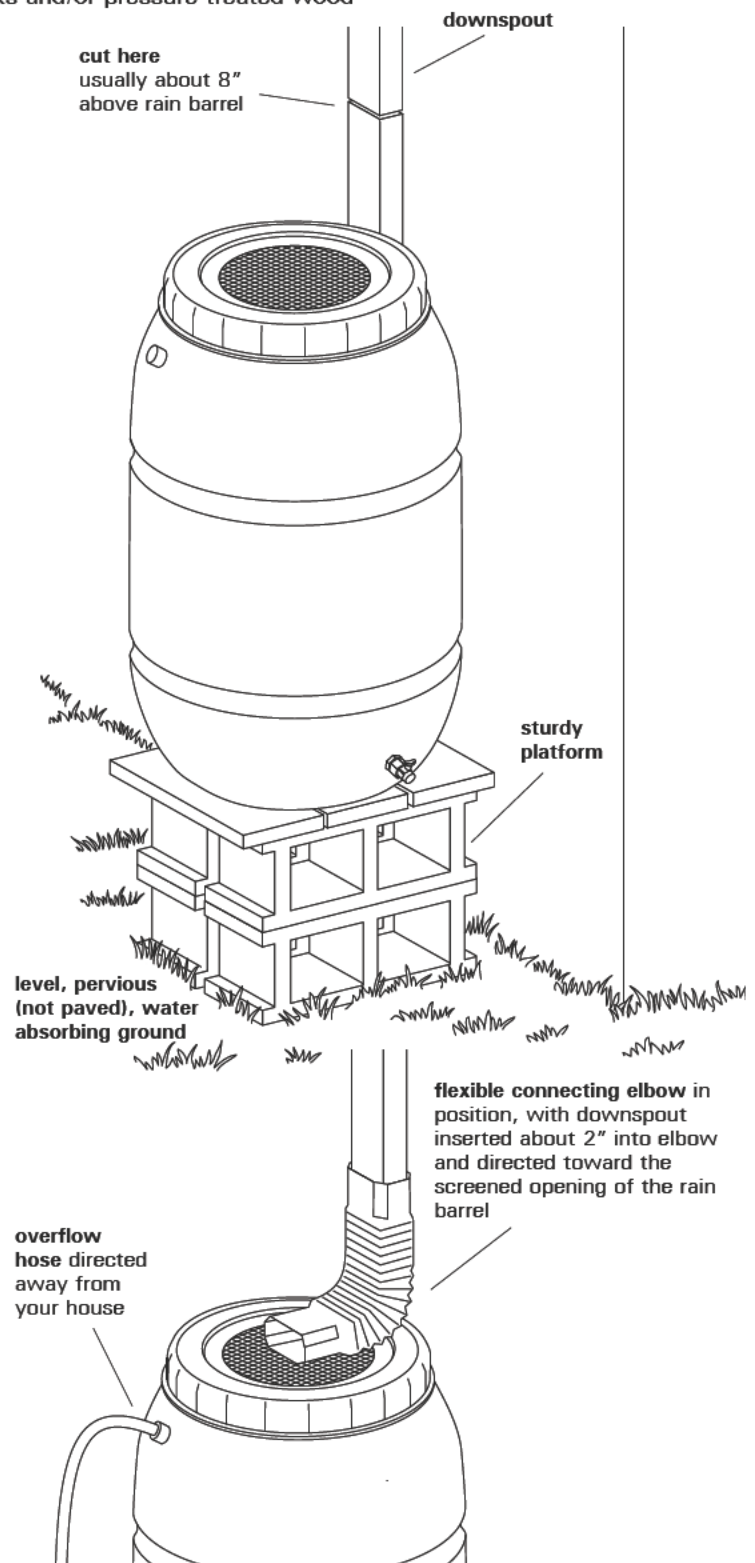
Once your rain barrel is in place, position the flexible elbow (included with your rain barrel) on the barrel and next to the downspout to determine where to cut. The elbow should be aimed at the screened opening on the top of the rain barrel, and the downspout must be inserted about 2" into the elbow. For most installations, it works well to cut the downspout about 8" above the top of the barrel. Keep in mind that the downspout will need to be inserted a couple inches into the connecting elbow. Mark the downspout with a pen or pencil where you will be cutting it.

Once you are sure where to cut, put on your safety goggles and gloves and cut the downspout with a hacksaw.

3. Connect

Connect the flexible elbow to the cut downspout by inserting the downspout into the elbow and positioning it so water will flow into your rain barrel. Connect a garden hose to the overflow fitting and direct it away from your house. Depending on the location of your rain barrel and your yard, this hose may need to be at least 7'-10' long.

Cap off the old downspout location on the ground to prevent it from becoming an animal's nest or clogged with debris.



Metropolitan Water Reclamation District of Greater Chicago

mwrdd.org

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction; property damage or injury associated with your rain barrel malfunction; property damage or injury associated with your rain barrel, its accessories or contents.

Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist's acrylic paint. Acrylic paint is durable and won't chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “Agreement”) is entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] (hereinafter the “[COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION]”), an Illinois not-for-profit corporation [CONFIRM].

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, and as amended on May 21, 2015, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“Policy”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District has developed a Community Group/Non-Governmental Organization Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the [COMMUNITY

GROUP/NON-GOVERNMENTAL ORGANIZATION], and the District cooperating and using their joint efforts and resources; and

WHEREAS, the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners authorized the District to enter into a Memorandum of Understanding, in substantially the same form as this Memorandum of Understanding, with the Community Group/Non-Governmental Organizations throughout the District's service area; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement and, for other good and valuable consideration, the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
3. In order for the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] to be eligible to participate in this Rain Barrel Program, on behalf of its constituents, the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] agrees to perform the following requirements:
 - a. submit a plan describing the proposed use of the rain barrels;
 - b. ensure proper education regarding care and maintenance of distributed rain barrels;
 - c. verify and document the location and distribution of the rain barrels within the District's service area, with a maximum of four rain barrels distributed per location; and

- d. annually report to the District the location and total number of rain barrels installed within the previous year, along with a brief report of project successes and lessons learned.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] and its constituents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1.

4. The [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] and the recipients of the rain barrel(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program under the control of the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] within Cook County; or (2) the exercise of any right, privilege, or authority granted to the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION]

The [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] covenants, represents, and warrants as follows:

1. By submitting an application the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] represents:
 - a. that it has the full authority and permission from the owner of the location where the rain barrel(s) will be installed for the District to effect delivery of the rain barrel(s) and for the owner to install and operate the rain barrel(s); and
 - b. that it has the full authority and permission from the owner of the location where the rain barrel(s) will be installed for the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] and the District to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).

2. The individuals signing this Agreement and all other documents executed on behalf of the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] are duly authorized to sign same on behalf of and to bind the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION];
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] or any instrument to which the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] constituents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION].

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] shall be cumulative, and election by the District or the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE [ENTER NAME OF COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION] AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 20, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District

100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the [COMMUNITY GROUP/NON-
GOVERNMENTAL ORGANIZATION]

[PRIMARY CONTACT]
[COMMUNITY GROUP/NON-
GOVERNMENTAL ORGANIZATION]

Address
XXXX, Illinois XXXXXX
Phone:
FAX:

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the [COMMUNITY GROUP/NON-GOVERNMENTAL ORGANIZATION], the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

[COMMUNITY GROUP/NON-
GOVERNMENTAL ORGANIZATION]

BY: _____
Name

Title

DATE: _____

ATTEST:

Name, Title

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations Date

Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT 1

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident's behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
 - email addresses of constituents receiving the rain barrel(s)
 - street addresses where rain barrels were installed
 - number of rain barrels installed, with a maximum of four rain barrels per home or location
 - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Form – Attachment C

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.

Green infrastructure helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel.
For installation instructions and more information, visit mwr.org.
Find the MWRD on Facebook and Twitter and show off your rain barrel!

Attachment B

MWRD Rain Barrel Program

Municipal and Community Group/Non-Governmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/non-governmental organization may call 815-735-9583 or email sales@upcycle-products.com to order rain barrels*; please write **MWRD Rain Barrel Program** in the subject line.

The following resident information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Color requested (*indicate #*) ____ Terra Cotta ____ Blue ____ Black ____ Gray

Desired delivery days/times _____

*A maximum of four rain barrels may be ordered per location.

Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrd.org or call (312) 751-6633.

Attachment C

Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident's information:

Name: _____
(Please print)

Home address: _____

Phone number: _____

Email address: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ____ Terra Cotta ____ Blue ____ Black ____ Gray

Desired delivery days/times: _____

EXHIBIT 2

Installing Your Rain Barrel

Required tools: Hacksaw, tape measure, goggles, gloves, pen or pencil

Recommended materials: 7'-10' garden hose, concrete blocks and/or pressure treated wood

1. Place the Barrel

Rain barrels need to be located near a downspout and on level, pervious (water-absorbing - not paved) ground. Your rain barrel will overflow during heavy rain. Be sure you can direct overflow to pervious ground and away from your (and your neighbor's) home.

Placing your rain barrel on a stable platform will help increase water pressure and make it easier to use a watering can or bucket. Concrete blocks or pressure-treated wood work well for platforms. A full rain barrel weighs approximately 500 pounds, so make sure the platform is sturdy!

If you have a favorite watering can, adjust your platform to make sure it will fit comfortably under the spigot.

2. Measure and Cut

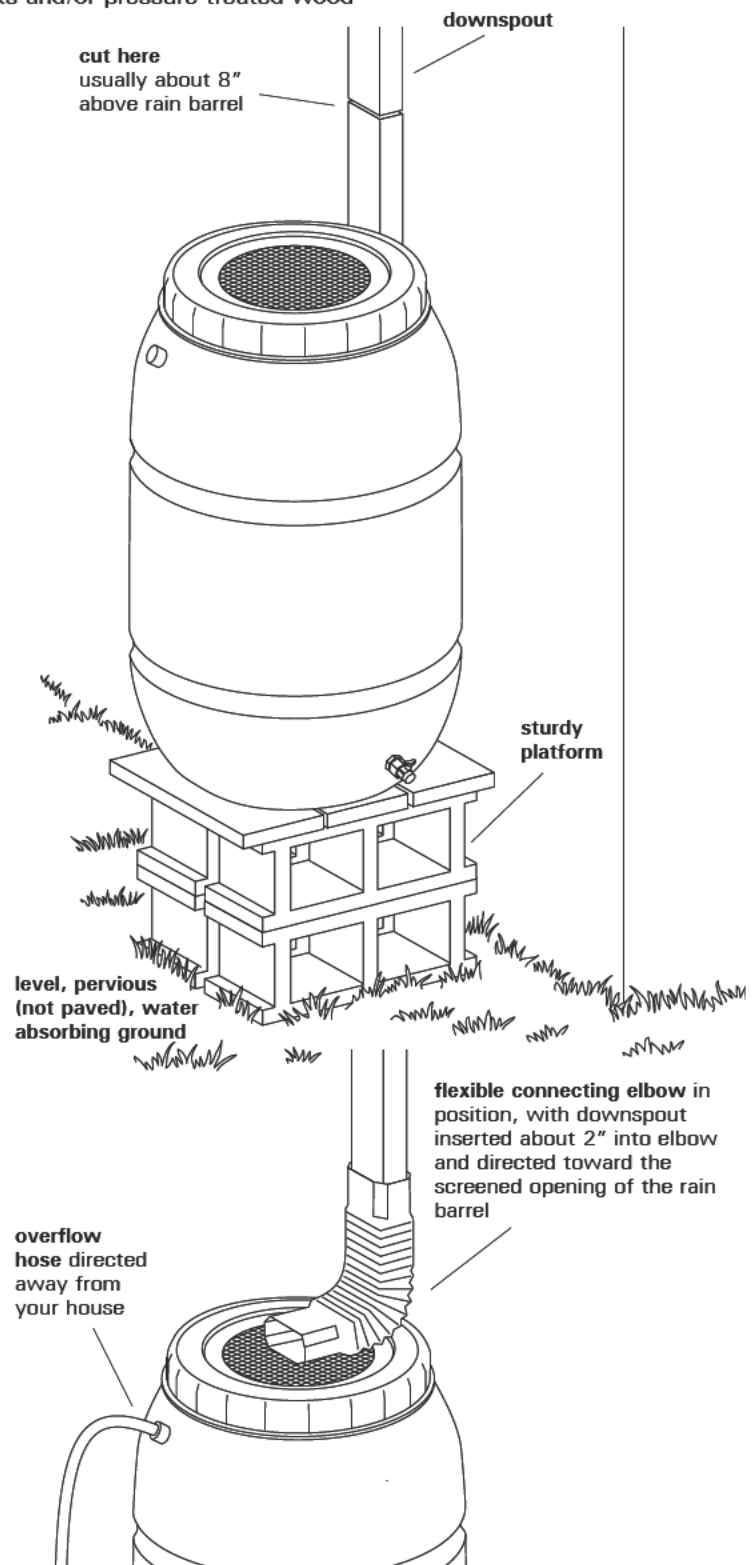
Once your rain barrel is in place, position the flexible elbow (included with your rain barrel) on the barrel and next to the downspout to determine where to cut. The elbow should be aimed at the screened opening on the top of the rain barrel, and the downspout must be inserted about 2" into the elbow. For most installations, it works well to cut the downspout about 8" above the top of the barrel. Keep in mind that the downspout will need to be inserted a couple inches into the connecting elbow. Mark the downspout with a pen or pencil where you will be cutting it.

Once you are sure where to cut, put on your safety goggles and gloves and cut the downspout with a hacksaw.

3. Connect

Connect the flexible elbow to the cut downspout by inserting the downspout into the elbow and positioning it so water will flow into your rain barrel. Connect a garden hose to the overflow fitting and direct it away from your house. Depending on the location of your rain barrel and your yard, this hose may need to be at least 7'-10' long.

Cap off the old downspout location on the ground to prevent it from becoming an animal's nest or clogged with debris.



Metropolitan Water Reclamation District of Greater Chicago

mwrdd.org

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction; property damage or injury associated with your rain barrel malfunction; property damage or injury associated with your rain barrel, its accessories or contents.

Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist's acrylic paint. Acrylic paint is durable and won't chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 15-0554, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authorization to negotiate an intergovernmental agreement with the Village of Wilmette to partially fund the installation of green alleys in Wilmette, Illinois

Dear Sir:

Authority is requested to negotiate an intergovernmental agreement (IGA) with the Village of Wilmette to allow for the District to cover the cost differential of the installation of five green alleys in the year 2015. The Village of Wilmette was planning on replacing the subject alleys using conventional asphalt. The Village of Wilmette would prefer to use permeable pavement in the alleys to help alleviate flooding in flood prone areas, as well as reducing the flow of stormwater into the local sewer system. The alleys are located in both separate sewer and combined sewer areas. The District has been asked to fund \$130,000.00 to cover the extra cost of using green technology in the alleys. The District will seek credit for this project under the Green Infrastructure requirements of the Consent Decree, subject to approval by the United States Environmental Protection Agency.

Based on the foregoing, the Engineering Department recommends that the District be authorized to negotiate an intergovernmental agreement with the Village of Wilmette. Authority to enter into an IGA and to make payment to the Village of Wilmette will be sought from the Board of Commissioners at a future date.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JPM:JJY

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Michael A. Alvarez, Chairman Committee on Stormwater Management

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: R15-005, **Version:** 1

ORDINANCE FOR BOARD MEETING OF MAY 21, 2015

Adopt Ordinance No. R15-005 Amending Ordinance R14-001 Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Melrose Park, Illinois in part of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

ORDINANCE R15-005

ORDINANCE AMENDING ORDINANCE ESTABLISHING THE RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE ADDISON CREEK RESERVOIR AND CHANNEL IMPROVEMENT PROJECT (CONTRACT 11-186-3F) IN MELROSE PARK, ILLINOIS, IN PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHEREAS, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on June 5, 2014, adopted Ordinance R14-001 entitled "Ordinance Establishing The Right-Of-Way For The Construction, Operation And Maintenance Of The Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Melrose Park, Illinois, in part of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois"; and

WHEREAS, it is necessary to acquire additional permanent or temporary easements or fee simple title not previously identified in said Ordinance R14-001 as right-of-way for the construction, operation and maintenance of the Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Bellwood, Illinois, in part of Section 9, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago:

Section 1. That Ordinance R14-001, entitled "Ordinance Establishing The Right-Of-Way For The Construction, Operation and Maintenance of the Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Melrose Park, Illinois, In Part of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois", be incorporated by reference herein and is made a part hereof as set forth in full.

Section 2. That the legal descriptions set forth in Exhibit A to said Ordinance R14-001 be and the same is hereby amended by adding thereto the real estate legally described in Exhibit AA which is attached hereto and made a part hereof.

Section 3. That henceforth, said Ordinance R14-001 shall be known as "Ordinance Establishing The Right-Of-Way For The Construction, Operation and Maintenance Of The Addison Creek Reservoir And Channel Improvement Project (Contract 11-186-3F) in Melrose Park and Bellwood, Illinois, in parts of Sections 4 and 9, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, as amended."

Section 4. That except as amended hereby, said Ordinance R14-001 shall remain in full force and effect as heretofore enacted.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

DATED: this 21st day of May, 2015

Approved as to Engineering:

CATHERINE A. O'CONNOR
Director of Engineering

APPROVED:

HON. MARIYANA T. SPYROPOULOS
President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to Form and Legality:

SUSAN MORAKALIS
Head Assistant Attorney

Ronald M. Hill
General Counsel

TRANSMITTAL LETTER FOR BOARD MEETING OF MAY 21, 2015

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

..Title

Adopt Ordinance No. R15-005 Amending Ordinance R14-001 Establishing the Right-of-Way for the Construction, Operation and Maintenance of the Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Melrose Park, Illinois, in part of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

..Body

Dear Sir:

At its June 5, 2014 meeting, the Board of Commissioners adopted Ordinance R14-001 establishing the right-of-way for the construction, operation and maintenance of a reservoir and channel improvements along Addison Creek in Melrose Park, Illinois.

It has now been determined that an alternate site, located at 2795 W. Washington Boulevard in Bellwood, Illinois be utilized for the construction of the reservoir as such site is more cost effective for this project. The benefits to be derived from the alternate reservoir site are similar to the benefits that would have been generated at the Melrose Park site. It is therefore necessary to acquire additional permanent or temporary easements or fee simple titles not previously included in Ordinance R14-001. These parcels are located in Section 9, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois. Due to the timing of this project, it is imperative that this right-of-way be acquired immediately. The tracts of land to be acquired for this project are legally described in Exhibit AA which is attached hereto.

It is necessary to amend Ordinance R14-001 to include the additional right-of-way for the project legally described on pages 1 through 3 of Exhibit AA. The District will not move forward with any land acquisition until the District and the appropriate municipalities have entered into an IGA approving the project.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it adopt Ordinance R15-005 amending Ordinance R14-001 establishing the right-of-way for the construction, operation and maintenance of the Addison Creek Reservoir and Channel Improvement Project (Contract 11-186-3F) in Melrose Park, Illinois, to include the real estate legally described in Exhibit AA which is attached hereto.

It is also requested that the Executive Director recommend to the Board of Commissioners that the President of the Board of Commissioners be authorized and directed to execute said Ordinance after same is approved by the General Counsel as to form and legality.

Requested Ronald M. Hill, General Counsel, and Catherine A. O'Connor, Director of Engineering,
RMH:CAO:SM:MLD:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for May 21, 2015

Attachments

Exhibit AA

RIGHT-OF-WAY
FOR
ADDISON CREEK RESERVOIR
BELLWOOD SITE
(11-186-3F)

PIN 15-09-400-005-0000:

LOT 5 IN THE OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JULY 30, 1929 AS DOCUMENT 10442035, IN COOK COUNTY, ILLINOIS.

PIN 15-09-400-040-0000:

THAT PART OF LOT 6 IN THE OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 6, 71.5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT, 71.5 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 100 FEET THENCE NORTH TO A POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1929 AS DOCUMENT 10442035 IN COOK COUNTY, ILLINOIS.

PIN 15-09-400-053-0000:

LOT 6 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, PART WEST OF THE RAILROAD, (EXCLUDING THE OWNER'S DIVISION), AS RECORDED MAY 17, 1897 AS DOCUMENT 2539049, IN COOK COUNTY, ILLINOIS.

PINs 15-09-400-078-0000, PIN 15-09-400-083-0000, PIN 15-09-400-084-0000:

THE NORTH 275 FEET (EXCEPT THE EAST 600 FEET THEROF) OF LOT 1 IN THE OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS 15-09-400-080-0000, 15-09-400-085-0000:

THAT PART OF LOT 1 IN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 339.80 FEET WEST OF THE SOUTHEAST CORNER THEREOF, AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES, 17 MINUTES, 15 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 820.56 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 47 SECONDS EAST, A DISTANCE OF 23.86 FEET; THENCE NORTH 00 DEGREES, 17 MINUTES, 15 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 116.62 FEET TO A POINT ON A LINE WHICH IS 330.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT; SAID POINT BEING 315.94 FEET WEST OF THE EAST LINE OF SAID LOT, AS MEASURED ALONG SAID SOUTH LINE, THENCE SOUTH 89 DEGREES, 38 MINUTES, 56 SECONDS EAST, A DISTANCE OF 307.94 FEET TO A POINT WHICH IS 8.00 FEET WEST OF THE EAST LINE OF SAID LOT, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES, 17 MINUTES, 15

SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID LOT A DISTANCE OF 30.00 FEET TO A POINT ON A LINE WHICH IS 300.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES, 38 MINUTES, 56 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 592.00 FEET TO A POINT ON A LINE WHICH IS 600.00 FEET WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT; THENCE NORTH 00 DEGREES 17 MINUTES, 15 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET TO A POINT ON A LINE WHICH IS 275.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES, 38 MINUTES, 56 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 661.28 FEET TO A POINT ON THE WEST LINE OF SAID LOT; THENCE SOUTH 00 DEGREES, 44 MINUTES, 32 SECONDS EAST, ALONG SAID WEST LINE A DISTANCE OF 989.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES, 20 MINUTES, 55 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 702.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN 15-09-400-089-0000:

THE SOUTH 40 FEET (EXCEPTING THEREFROM THE EAST 100 FEET) OF LOT 6 IN THE OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1929 AS DOCUMENT 10442035 IN COOK COUNTY, ILLINOIS.

PIN 15-09-400-090-0000:

LOT 6 (EXCEPT THEREFROM THE WEST 723.0 FEET, AND THE SOUTH 40 FEET AND ALSO EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY; BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 6, 71.5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 71.5 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 100 FEET; THENCE NORTH TO A POINT OF BEGINNING) IN THE OWNER'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1929 AS DOCUMENT 10442035, IN COOK COUNTY, ILLINOIS.

PIN 15-09-400-095-0000:

LOT 2 IN OWNER'S DIVISION (EXCEPT THAT PART EAST OF THE EAST LINE OF INDUSTRIAL AVE (28TH AVE) AND THAT PART WESTERLY AND SOUTHERLY OF A LINE COMMENCING IN THE WESTERLY LINE 175.39 FEET SOUTH OF THE NORTH LINE THENCE EAST AND PARALLEL WITH THE NORTH LINE 18 FEET, THENCE SOUTHEASTERLY 310.6 FEET TO A POINT OF CURVE, THENCE SOUTHEASTERLY ALONG A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 585.8 FEET 628.38 FEET, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE INTERSECTION WITH THE SOUTHERLY LINE) AND ALSO LOTS 2 TO 7 TAKEN AS A TRACT IN SUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT THAT PART BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 2 IN OWNERS DIVISION 533.81 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER, THENCE SOUTHWESTERLY 186.5 FEET TO A POINT OF CURVE CONVEX TO THE SOUTHWEST, THENCE NORTHWESTERLY ALONG A CURVE CONCENTRIC WITH AND 15 FEET FROM THE CENTERLINE OF A RAILROAD TRACK 170.36 FEET TO THE EAST LINE OF INDUSTRIAL AVE (28TH AVE), THENCE NORTH ALONG SAID EAST LINE TO THE SOUTHERLY LINE OF SAID LOT 2, THENCE SOUTHEAST ALONG THE SOUTHERLY LINE TO THE POINT OF BEGINNING) AND ALSO LOTS 2 TO 7 TAKEN AS A TRACT IN SUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT THAT PART BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE NORTH LINE OF THE 100 FOOT RIGHT OF WAY OF CHICAGO GREAT WESTERN RAILROAD, THENCE WESTERLY ALONG THE NORTH LINE (BEING ALSO THE SOUTH LINE OF THE IHBRR) 794.47 FEET, THENCE NORTHWESTERLY 127.40 FEET TO A POINT ON THE EAST LINE EXTENDED SOUTH OF INDUSTRIAL AVE WHICH IS 34.84 FEET NORTH OF A POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF CHICAGO GREAT WESTERN RAILROAD, THENCE NORTH ALONG THE EXTENDED EAST LINE OF INDUSTRIAL AVE 42.09 FEET, THENCE SOUTHWEST 5.37 FEET, THENCE SOUTHEASTERLY ALONG THE ARC CONVEX TO THE SOUTHWEST WITH A RADIUS OF 451.68 FEET A DISTANCE OF 186.60 FEET, THENCE EASTERLY 731.35 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 9, THENCE SOUTH 36.67 FEET TO THE POINT OF BEGINNING) AND ALSO (EXCEPT THAT PART TAKEN FOR ROAD PER CONDEMNATION CASE 81216949) AND ALSO THAT PART OF LOT 2 IN AFOREMENTIONED OWNERS DIVISION (EXCEPT THAT PART OF THE SOUTHWESTERLY 18 FEET OF LOT 2 (AS MEASURED CONCENTRIC WITH AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 2) LYING SOUTH OF A LINE 470.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2) AND ALSO (EXCEPT THAT PART OF THE INDIANA HARBOR BELT RAILROAD RIGHT OF WAY IN THE SOUTHEAST 1/4 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2 THENCE SOUTH ALONG THE WESTERLY LINE OF LOT 2 488.80 FEET TO A POINT OF TANGENCY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED, THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 603.80 FEET 547.29 FEET TO A POINT ON A LINE 909.92 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 THENCE SOUTH ALONG SAID PARALLEL LINE 83.69 FEET, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 48 DEGREES 32 MINUTES 13 SECONDS MEASURED FROM NORTH TO NORTHWEST 266.04 FEET, THENCE CONTINUING NORTHWESTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE OF 145 DEGREES 56 MINUTES 18 SECONDS MEASURED FROM SOUTHEAST TO NORTHWEST WITH THE LAST DESCRIBED LINE 361.64 FEET TO THE POINT OF BEGINNING), IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.