

# **Metropolitan Water Reclamation District of Greater Chicago**

*100 East Erie Street  
Chicago, IL 60611*



## **Regular Board Meeting Consent Agenda - Final**

**Thursday, March 5, 2020**

**10:30 AM**

**Board Room**

### **Board of Commissioners**

*Chairman of Finance Frank Avila, Commissioner Cameron Davis, Commissioner Kimberly Du Buclet, Commissioner Marcelino Garcia, Vice-President Barbara J. McGowan, Commissioner Josina Morita, Commissioner Debra Shore, Commissioner Mariyana T. Spyropoulos, President Board of Commissioners Kari K. Steele*

#### **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	Garcia
Budget & Employment	Avila	Morita
Engineering	Avila	Steele
Ethics	Shore	Avila
Federal Legislation	Du Buclet	Spyropoulos
Finance	Avila	Spyropoulos
Industrial Waste & Water Pollution	Garcia	Avila
Information Technology	Morita	Shore
Judiciary	Spyropoulos	Davis
Labor & Industrial Relations	Spyropoulos	Du Buclet
Maintenance & Operations	Morita	Shore
Monitoring & Research	Shore	Steele
Municipalities	Davis	Du Buclet
Pension, Human Resources & Civil Service	Spyropoulos	Du Buclet
Public Health & Welfare	Davis	Shore
Public Information & Education	Steele	McGowan
Procurement	McGowan	Garcia
Real Estate Development	Garcia	McGowan
State Legislation & Rules	Steele	Morita
Stormwater Management	Du Buclet	Davis

### 2020 REGULAR BOARD MEETING SCHEDULE

January	9	23
February	6	20
March	5	19
April	2	16
May	7	21
June	4	18
July	16	
August	6	
September	3	17
October	1	15
November	5	19
December	1 (Annual Meeting)	
December	3	17

# 2020

January						
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December						
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27	28	29	30	31		

**Call Meeting to Order****Roll Call****Approval of Previous Board Meeting Minutes****Public Comments****Motions, Ordinances and Resolutions****Resolution**

- 1      [20-0216](#)      RESOLUTION sponsored by the Board of Commissioners recognizing the Shannon Rovers Irish Bagpipe Band
- 2      [20-0219](#)      RESOLUTION sponsored by the Board of Commissioners honoring Warsaw, Poland as Chicago's First Sister City

**Recess and Convene as Committee of the Whole****Committee of the Whole****Executive Session****Recess and Reconvene as Board of Commissioners****Finance Committee****Report**

- 3      [20-0199](#)      Report on the investment interest income during December 2019  
**Attachments:**    [Inv Int Inc 2019-12 att.pdf](#)
- 4      [20-0200](#)      Report on the investment interest income during January 2020  
**Attachments:**    [Inv Int Inc 2020-01 att.pdf](#)
- 5      [20-0201](#)      Report on investments purchased during December 2019  
**Attachments:**    [Inv Purch 2019-12 att.pdf](#)  
                             [Inv Purch by Broker Bank 2019-12 att.pdf](#)



- 6      [20-0202](#)      Report on investments purchased during January 2020  
                          **Attachments:**    [Inv Purch 2020-01 att.pdf](#)  
                                                             [Inv Purch by Broker Bank 2020-01 att.pdf](#)
- 7      [20-0203](#)      Report on investment inventory statistics at December 31, 2019  
                          **Attachments:**    [Inv Stat 2019 Q4 Inv att.pdf](#)  
                                                             [Inv Stat 2019 Q4 Fin Mkt.pdf](#)  
                                                             [Inv Stat 2019 Q4 Broker Bank att.pdf](#)

**Authorization**

- 8      [20-0179](#)      Authority to Amend the Metropolitan Water Reclamation District Retiree Health Care Plan Document and Trust Agreement, dated as of March 5, 2020  
                          **Attachments:**    [OPEB Docs Summary of Revisions 2020.pdf](#)  
                                                             [Best Practices 2020.pdf](#)  
                                                             [Plan 2020-clean FINAL.pdf](#)  
                                                             [Plan 2020-lined FINAL.pdf](#)  
                                                             [Trust 2020-clean FINAL.pdf](#)  
                                                             [Trust 2020-lined FINAL.pdf](#)
- 9      [20-0181](#)      Authority to Transfer \$20,000,000.00 of Accumulated Investment Interest Income to the Metropolitan Water Reclamation District Retirement Fund pursuant to the provisions of 70 ILCS 2605/5.9

**Procurement Committee****Report**

- 10     [20-0210](#)      Report on rejection of bids for Contract 19-366-11, Public Tender of Bids to Lease for thirty-Nine (39) Years 19.67 Acres of District Real Estate Located Between I-294 and La Grange Road in Willow Springs, Illinois; Main Channel Parcel 31.01, estimated cost \$514,000.00
- 11     [20-0212](#)      Report of bid opening of Tuesday, February 11, 2020
- 12     [20-0214](#)      Report of bid opening of Tuesday, February 25, 2020

**Authorization**

- 13     [20-0177](#)      Authorization for payment to Barnes & Thornburg LLP for the 2020 Federal Water Quality Coalition membership dues in the amount of \$12,500.00, Account 101-15000-612280

- 14     [20-0205](#)     Authorization to amend the scope of work and agreement with Stantec, Inc., (formerly MWH Americas, Inc.), for professional engineering post award services for Contract 04-202-4F, Account 401-50000-612470, Purchase Order 3100694

#### Authority to Advertise

- 15     [20-0184](#)     Authority to advertise Contract 20-613-11, Scavenger Services at Various Service Areas, estimated cost \$3,883,400.00, Accounts 101/501-50000/66000/67000/68000/69000-612520, Requisitions 1538453, 1538452, 1537450, 1538459, 1538445, 1538446 and 1538068
- 16     [20-0185](#)     Authority to advertise Contract 20-627-11, Repairs to Air Compressors and Air Dryers at Various Locations, estimated cost \$129,500.00, Accounts 101-67000/68000/69000-612600/612650, Requisitions 1538725, 1538726, and 1538728
- 17     [20-0215](#)     Authority to advertise Contract 20-073-11 Furnish and Deliver Miscellaneous Lab Accessories to Various Locations for a One (1) Year Period, estimated cost \$45,000.00, Account 101-20000-623570

#### Issue Purchase Order

- 18     [20-0183](#)     Issue a purchase order and enter into an agreement with V3 Wetland Restoration, L.L.C. for wetland mitigation banking services in connection with contract 11-187-3F, Addison Creek Channel Improvements, in an amount not to exceed \$80,750.00, Account 501-50000-645690, Requisition 1540089
- 19     [20-0189](#)     Issue purchase order to DLT Solutions, LLC, for SolarWinds Software License Renewal, in an amount not to exceed \$15,365.85, Account 101-27000-612820, Requisition 1539869
- 20     [20-0211](#)     Issue purchase order for Contract 20-105-12 (Re-Bid), Inspection, Maintenance, and Repair of Lysimeters and Groundwater Monitoring Wells, to Patrick Engineering, Inc., in an amount not to exceed \$36,000.00, Account 101-16000-612490, Requisition 1527684
- 21     [20-0213](#)     Issue purchase order for Contract 20-632-11, Furnishing and Delivering Sodium Hypochlorite, to Alexander Chemical Corporation, in an amount not to exceed \$4,206,963.00, Accounts 101-67000, 68000, 69000-623560, Requisitions 1528871, 1528446, 1528191, 1532414, 1530767, and 1531424

#### Award Contract

- 22     [20-0170](#)     Authority to award Contract 19-717-22 (Re-Bid), Furnish, Deliver, and Install an Upgraded Operator for TARP Gate I at the O'Brien Water Reclamation Plant, to Ornelas Construction Company, in an amount not to exceed \$775,201.00, Account 201-50000-645700, Requisition 1518109 *(As Revised)(Deferred from the February 20, 2020 Board Meeting)*
- Attachments:**     [Contract 19-717-22 \(Re-Bid\) Revised Appendix D and Appendix V Report](#)
- Legislative History**
- 2/20/20             Board of Commissioners             Deferred

### Increase Purchase Order/Change Order

- 23     [20-0186](#)     Authority to increase Contract 17-640-11, Furnishing and Delivering Sodium Bisulfite, to PVS Chemical Solutions, Inc., in an amount of \$212,964.38 from an amount of \$1,755,208.76 to an amount not to exceed \$1,968,173.14, Accounts 101-67000/68000-623560, Purchase Orders 3093827 and 3093829
- Attachments:**     [17-640-11 FD Sodium Bisulfite Summary Spreadsheet.pdf](#)
- 24     [20-0190](#)     Authority to increase and extend the purchase order with AT&T Corp., for Contract 16-RFP-06 Internet Services, in an amount of \$26,245.56, from an amount of \$252,827.69, to an amount not to exceed \$279,073.25, Account 101-27000-612210, Purchase Order 3093695
- Attachments:**     [3093695 Change Log 3-5-20.pdf](#)
- 25     [20-0191](#)     Authority to decrease purchase order with AT&T Corporation, for Contract 16-RFP-05 Point to Point Communications, in an amount of \$1,572.12, from an amount of \$75,951.12, to an amount not to exceed \$74,379.00, Account 101-27000-612210, Purchase Order 3096760
- Attachments:**     [3096760 Change Log 3-5-20.pdf](#)
- 26     [20-0193](#)     Authority to decrease purchase order to AT&T Corporation, to Furnish and Deliver Telemetry Services in an amount of \$4,844.22, from an amount of \$985,246.48, to an amount not to exceed \$980,402.26, Account 101-27000-612210, Purchase Order 3102511
- Attachments:**     [Change Order Log PO 3102511 3-5-20.pdf](#)
- 27     [20-0194](#)     Authority to increase purchase order to CDW-G, to Furnish and Deliver Microsoft Azure services in an amount of \$8,268.77, from an amount of \$3,698.90, to an amount not to exceed \$11,967.67, Account 101-27000-612820, Purchase Order 3107371

### Budget & Employment Committee

#### Authorization

- 28     [20-0198](#)     Authority to transfer 2020 departmental appropriations in the amount of \$130,000.00 in the Corporate Fund

Attachments:     [03.05.20 Board Transfer BF5.pdf](#)

## Judiciary Committee

### Authorization

- 29     [20-0204](#)     Authority to settle the Illinois Workers' Compensation Claim of Miguel Hernandez vs. MWRDGC, Claim Number W002190916 in the sum of \$39,532.00, Account 901-30000-601090

## Labor & Industrial Relations Committee

### Report

- 30     [20-0195](#)     Report of Collective Bargaining Activities in 2020
- Attachments:     [Rep EE Budgeted Positions - 2020.pdf](#)

## Pension, Human Resources & Civil Service Committee

### Authorization

- 31     [20-0217](#)     Request for advice and consent to the reappointment of Jose A. Lopez as a Commissioner on MWRD's Ethics Commission for a two-year term pursuant to the Ethics Ordinance

## Real Estate Development Committee

### Authorization

- 32     [20-0207](#)     Authority to commence statutory procedures to lease 14.02± acres of improved District real estate at 6400 South Archer Avenue in Bedford Park, Illinois; Main Channel Parcel 33.01
- Attachments:     [Authority to commence statutory procedures to lease MCP 33.01 - Ingredion Ae](#)
- 33     [20-0209](#)     Authority to amend easement agreement dated March 24, 1949, between the District and Kornerstone Properties, LLC ("Kornerstone"), successor in interest to ComEd, to use and maintain the District-owned portions of Edmier Road located between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois. Consideration shall be a one-time fee of \$250,000.00
- Attachments:     [Authority to amend easement agreement - Kornerstone Aerial.pdf](#)

- 34      [20-0218](#)      Authority to grant a 10-year, 8,985 sq. ft. non-exclusive easement to Comcast of Chicago, Inc. to continue to use portions of North Shore Channel Parcel 8.01 located at 3100 West Bryn Mawr Avenue in Chicago, Illinois to operate, maintain, repair, and remove a 4-inch underground conduit and fiber optic cable. Consideration shall be an initial annual fee of \$6,000.00

Attachments:    [Authority to Grant 10-year Easment to Comcast - legion park - Aerial.pdf](#)

## Stormwater Management Committee

### Authorization

- 35      [20-0187](#)      Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Tinley Park for the construction and perpetual maintenance of the Streambank Stabilization Project (19-IGA-21) along Midlothian Creek in an amount not to exceed \$866,500.00, Account 501-500000-612400, Requisition 1538723
- 36      [20-0188](#)      Authority to enter an intergovernmental agreement with the Forest Preserve District of Cook County to collaborate on the restoration and maintenance of the McCook Levee

## Miscellaneous and New Business

### Adjournment



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0216**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Miscellaneous & New Business

**File Type:** Resolution

**Agenda Number:** 1

## **RESOLUTION FOR BOARD MEETING OF MARCH 5, 2020**

RESOLUTION sponsored by the Board of Commissioners recognizing the Shannon Rovers Irish Bagpipe Band

WHEREAS, the Shannon Rovers were formed in 1926 by Tommie Ryan and a group of Irishmen, most of whom were immigrants that came to Chicago in the 1920s. The Shannon Rovers were organized to promote Irish music and to raise money for members that were experiencing financial hardships; and

WHEREAS, first known as the Shannon Rovers Fife and Drum Corps, the band switched to bagpipes in 1932; and

WHEREAS, the Shannon Rovers have performed at a multitude of events in the Chicagoland area, welcoming global figures and illustrious guests. Additionally, the Shannon Rovers have performed at hundreds of events throughout the United States and the world; and

WHEREAS, one of the Shannon Rovers' proudest traditions has been leading Chicago's St. Patrick's Day Parade, a task they have done every year since it began; and

WHEREAS, for almost 93 years, the Shannon Rovers have been a cultural fixture in the Chicagoland area, playing at parades, weddings, funerals and other important events for generations of Chicago's Irish community; and

NOW, THEREFORE, BE IT RESOLVED that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and staff, do hereby recognize the Shannon Rovers; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the permanent Record of Proceedings of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago and that a copy of same, suitably engrossed, be presented to the Shannon Rovers Irish Bagpipe Band.

Dated: March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0219

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Miscellaneous & New Business

**File Type:** Resolution

**Agenda Number:** 2

## RESOLUTION FOR BOARD MEETING OF MARCH 5, 2020

RESOLUTION sponsored by the Board of Commissioners honoring Warsaw, Poland as Chicago's First Sister City

WHEREAS, Chicago Sister Cities International (CSCI), an initiative of World Business Chicago, provides leadership to develop, manage, and coordinate comprehensive programs and projects with Chicago's sister cities in the areas of arts and culture, international business, global education, and government relations, expanding Chicago's global reach for the benefit of its residents and businesses; and

WHEREAS, Warsaw, Poland signed as Chicago's first Sister City in 1960 under the guidance of Mayor Richard J. Daley. Chicago currently has 29 sister cities around the world; and

WHEREAS, Chicago has the second largest Polish population in the United States; and

WHEREAS, Chicago's history and cultural wealth have been shaped and enriched by the Polish community and their commitment to help make the City of Chicago a better place to live, work, and raise families; and

WHEREAS, Warsaw is the capital of Poland; and

WHEREAS, Polish wastewater collectors in Warsaw are 200 years old, 1,255 miles long, and serve over 90 percent of inhabitants. The Centralny Wodociąg (Central Water Main) was built in the late 1800s and is the oldest water pipeline in Warsaw; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago understands the value of partnerships such as those forged by the Chicago Sister Cities International organization, as it is through partnerships that we are collaboratively able to achieve advancements which benefit the world; and

WHEREAS, water unites us through transport, commerce, health, and culture, and we celebrate this momentous anniversary between Chicago and Warsaw and congratulate the Warsaw Committee of CSCI for its tireless efforts in promoting the exchange of culture for the past 60 years; and

NOW, THEREFORE, BE IT RESOLVED that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and staff, do hereby honor Warsaw, Poland as Chicago's First Sister City; and

*File Number: 20-0219*

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BE IT FURTHER RESOLVED, that this Resolution be spread upon the permanent Record of Proceedings of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago and that a copy of the same, suitably engrossed, be presented to Chicago Sister Cities International and the Warsaw Committee.

Dated: March 5, 2020





# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0199

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**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Report

**Agenda Number:** 3

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on the investment interest income during December 2019

Dear Sir:

Attached is a report of cash investment interest income received by the District for the month of December 2019 and a comparison of income for the same period in 2018.

The District's inventory of investments at December 31, 2019, consisted of 303 items having a total par value of \$671,825,524.11, an average annual yield of 1.837%, and total interest income to maturity of approximately \$12.4 million. Inventory figures at the same date in 2018 were of 171 items having a total par value of \$673,980,555.27, an average annual yield of 2.472%, and total interest income to maturity of approximately \$19.6 million.

Interest Forecast for 2019:

On September 30, 2019, the Federal Reserve decreased the target range for the federal funds rate to 1.50% to 1.75%. This decision was based upon fostering maximum employment and price stability. The Fed is looking to sustain expansion of economic activity, strong labor market conditions, and inflation near the 2 percent objective, but uncertainties about this outlook remain.

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

Attachment

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

## INVESTMENT INTEREST INCOME MONTH AND YEAR-TO-DATE 2019 vs 2018

### MONTH OF DECEMBER

FUND TITLE	2019		2018		INCREASE (DECREASE)
Corporate Fund	345,423.66	\$	298,944.58	\$	46,479.08
Construction Fund	105,352.37		77,177.62		28,174.75
B & I Sinking Funds	826,614.30		455,034.53		371,579.77
Capital Improvement Bond Fund	298,831.04		529,129.98		( 230,298.94 )
Stormwater Fund	111,070.53		120,230.61		( 9,160.08 )
Working Cash Funds	158,400.84		283,617.54		( 125,216.70 )
Reserve Claim Fund	79,866.37		40,557.54		39,308.83
<b>Total Investment Interest</b>	<b>1,925,559.11</b>	<b>\$</b>	<b>1,804,692.40</b>	<b>\$</b>	<b>120,866.71</b>

### YEAR TO DATE

FUND TITLE	2019		2018		INCREASE (DECREASE)
Corporate Fund	3,761,348.27	\$	3,033,675.32	\$	727,672.95
Construction Fund	468,587.16		402,688.43		65,898.73
B & I Sinking Funds	2,765,276.95		2,471,556.90		293,720.05
Capital Improvement Bond Fund	6,573,300.15		5,647,152.89		926,147.26
Stormwater Fund	1,165,728.76		688,837.35		476,891.41
Working Cash Funds	2,460,767.92		2,119,349.10		341,418.82
Reserve Claim Fund	648,878.23		465,513.96		183,364.27
<b>Total Investment Interest</b>	<b>17,843,887.44</b>	<b>\$</b>	<b>14,828,773.95</b>	<b>\$</b>	<b>3,015,113.49</b>



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0200

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Report

**Agenda Number:** 4

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on the investment interest income during January 2020

Dear Sir:

Attached is a report of cash investment interest income received by the District for the month of January 2020 and a comparison of income for the same period in 2019.

The District's inventory of investments at January 31, 2020, consisted of 255 items having a total par value of \$593,310,070.85, an average annual yield of 1.828%, and total interest income to maturity of approximately \$12.3 million. Inventory figures at the same date in 2019 were of 154 items having a total par value of \$606,798,189.86, an average annual yield of 2.547%, and total interest income to maturity of approximately \$19.8 million.

Interest Forecast for 2020:

On January 29, 2020, the Federal Reserve decided to maintain the target range for the federal funds rate at 1.50% to 1.75%. This decision was based upon fostering maximum employment and price stability. The Fed stated that the current state of monetary policy is appropriate to support sustained expansion of economic activity, strong labor market, and inflation returning to the 2 percent objective. The Fed will continue to monitor global events and muted inflation pressures, as it assesses the appropriate path of the target range for the federal funds rate.

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

Attachment

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

## INVESTMENT INTEREST INCOME MONTH AND YEAR-TO-DATE 2020 vs 2019

MONTH OF JANUARY			
FUND TITLE	2020	2019	INCREASE (DECREASE)
Corporate Fund	\$ 371,335.63	\$ 227,421.47	\$ 143,914.16
Construction Fund	13,314.13	26,725.85	( 13,411.72 )
B & I Sinking Funds	281,319.95	235,818.06	45,501.89
Capital Improvement Bond Fund	183,542.20	630,858.87	( 447,316.67 )
Stormwater Fund	44,134.83	97,583.85	( 53,449.02 )
Working Cash Funds	101,440.04	292,873.03	( 191,432.99 )
Reserve Claim Fund	79,410.04	17,499.44	61,910.60
<b>Total Investment Interest</b>	<b>\$ 1,074,496.82</b>	<b>\$ 1,528,780.57</b>	<b>\$ ( 454,283.75 )</b>



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0201**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Report

**Agenda Number:** 5

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on investments purchased during December 2019

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 December 2019.

During the month of December 2019, 135 individual investments were made with a total par value of \$333,250,000.00 at an average annual yield of 1.63%. The interest income to maturity of these investments is \$3,276,768.39. During the same month in 2018, 128 individual investments were made with a total par value of \$614,250,000.00 at an average annual yield of 2.38%. The interest income to maturity of these investments was \$7,283,670.13.

Additionally, 5 investments were made in Money Market Funds during December 2019, with a par value of \$180,552.22 at an average annual yield of 1.76%. During the same month in 2018, 6 investments were made in Money Market Funds during the month, with a par value of \$78,325.04 at an average annual yield of 2.18%.

The fixed income market's low investment yields experienced in the last ten years are expected to continue. 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.

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

Attachments

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

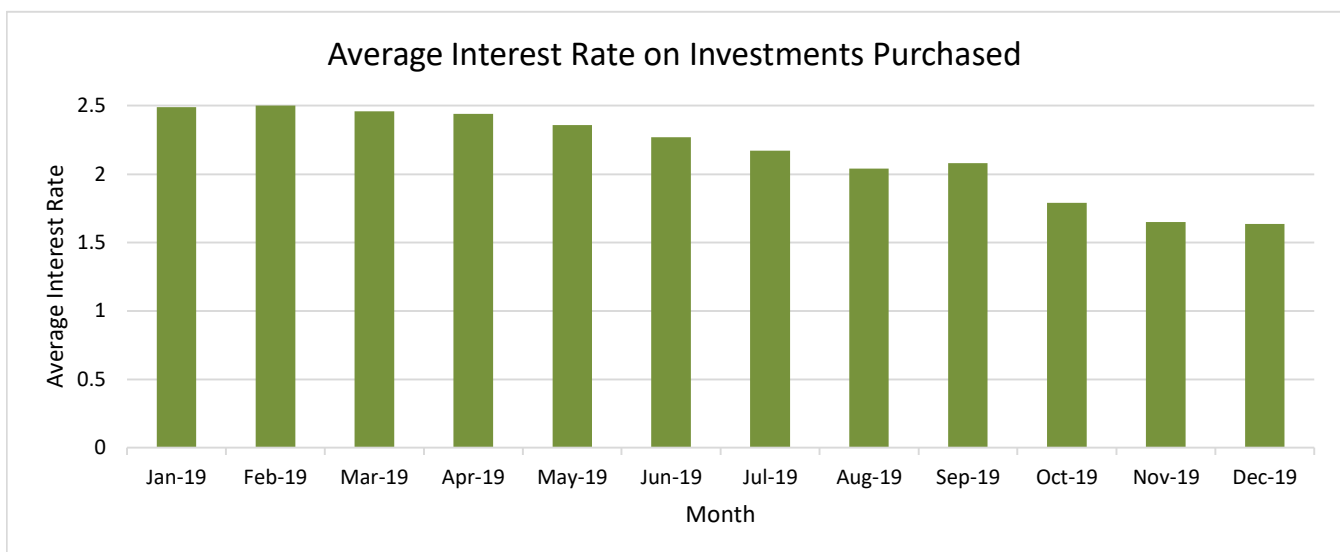
**Investments Purchased**  
**December 2019 (Excluding Money Market)**

Fund	Fund Name	Average Interest	Par Value	Cost	Count	Interest Income
		Rate				
101	Corp Fund - Regular	1.69	\$ 50,718,000.00	\$ 50,657,671.58	8	\$ 124,267.63
201	Constr Fund - Regular	1.63	13,630,900.00	13,620,651.84	6	26,613.31
307	16A SRF L174555	1.50	1,801,800.00	1,799,998.20	1	1,801.80
308	14P SRF L175369	1.50	200,000.00	200,000.00	1	275
312	14C SRF L174559 (Ln4)	1.50	300,000.00	300,000.00	1	412.5
313	14D SRF L175263	1.50	300,000.00	300,000.00	1	412.5
314	14E SRF L173062	1.50	100,000.00	100,000.00	1	137.5
315	14F SRF L175342 Unl (Ln1)	1.50	100,000.00	100,000.00	1	137.5
316	14G SRF L175152	1.50	400,000.00	400,000.00	1	550
318	14K SRF L175366	1.50	100,000.00	100,000.00	1	137.5
319	14L SRF L175368	1.50	100,000.00	100,000.00	1	137.5
320	09D SRF L174558	1.50	250,000.00	250,000.00	1	343.75
321	12A SRF L174710	1.50	200,000.00	200,000.00	1	275
322	12B SRF L174712	1.50	150,000.00	150,000.00	1	206.25
323	12C SRF L174621	1.50	250,000.00	250,000.00	1	343.75
324	12D SRF L174988	1.50	50,000.00	50,000.00	1	68.75
325	12E SRF L174709	1.50	150,000.00	150,000.00	1	206.25
326	12F SRF L174989	1.50	450,000.00	450,000.00	1	618.75
327	12G SRF L174923	1.50	870,500.00	869,999.50	2	1,009.25
328	12H SRF L174924	1.50	720,300.00	719,999.70	2	877.81
329	12L SRF L175161	1.50	650,000.00	650,000.00	1	893.75
330	12J SRF L175172	1.50	70,000.00	70,000.00	1	96.25
331	12K SRF L174925	1.50	350,000.00	350,000.00	1	481.25
332	CIB - Series 8/09 Ltd	1.50	50,000.00	50,000.00	1	68.75
333	CIB - Series B 7/11 Limit	1.50	50,000.00	50,000.00	1	68.75
335	CIB - Series C 7/11 Unlim	1.50	50,000.00	50,000.00	1	68.75
336	CIB Ltd 2014C	1.50	175,000.00	175,000.00	1	240.63
337	CIB Series 2014 Unl	1.50	150,000.00	150,000.00	1	206.25
338	CIB Unl 2014B ARB	1.50	50,000.00	50,000.00	1	68.75
339	CIB Unl 2016E SW ARB	1.50	50,000.00	50,000.00	1	68.75
341	CIB Unl 2016C	1.50	30,000.00	30,000.00	1	41.25
342	CIB Ltd 2016D	1.50	15,000.00	15,000.00	1	20.63
346	09A SRF L173074	1.50	30,000.00	30,000.00	1	41.25
347	09B SRF L173064	1.50	215,000.00	215,000.00	1	295.63
348	09C SRF L173063	1.50	60,000.00	60,000.00	1	82.5
349	09I SRF L174675	1.50	350,000.00	350,000.00	1	481.25
350	07 A SRF L172625	1.50	450,000.00	450,000.00	1	618.75
351	07 B SRF L172850	1.50	115,000.00	115,000.00	1	158.13
352	07 C SRF L172770	1.50	1,791,500.00	1,790,008.50	2	1,904.00
353	09G SRF L173075	1.50	900,000.00	900,000.00	1	1,237.50
355	09E SRF L173005	1.50	1,215,200.00	1,213,984.80	1	1,215.20

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Investments Purchased**  
**December 2019 (Excluding Money Market)**

Fund	Fund Name	Average Interest	Par Value	Cost	Count	Interest Income
		Rate				
356	07 D SRF L172763	1.50	200,000.00	200,000.00	1	275
357	09F SRF L174557	1.50	1,496,500.00	1,495,003.50	1	1,496.50
360	Ser 01A SRF L172126	1.50	2,001,500.00	1,999,498.50	1	2,001.50
363	Series 01C SRF L172128	1.50	702,200.00	701,497.80	1	702.2
364	04A SRF L172485	1.50	501,500.00	500,998.50	1	501.5
374	Ref Ltd 2014D	1.56	500,600.00	499,992.61	1	607.39
375	Refund Unlimited Series A	1.50	1,100,000.00	1,100,000.00	1	1,512.50
376	Refund Unlimited Series B	1.56	400,500.00	400,014.06	1	485.94
377	Refund Limited Series C 3	1.56	400,500.00	400,014.06	1	485.94
397	Ser 94V SRF L171150	1.48	49,239,900.00	49,205,784.79	5	41,952.71
439	CIB Unl 2016E SW ARB	1.86	12,000,000.00	11,954,083.33	2	51,674.70
441	CIB Unl 2016C	1.61	22,000,000.00	21,990,666.67	3	15,091.36
442	CIB Ltd 2016D	1.65	1,000,000.00	1,000,000.00	1	2,879.01
459	Rev Fd 3/93	1.65	46,051,700.00	46,026,609.99	12	1,097,637.66
461	Other Rev Fnd Jan 1995	1.76	28,362,400.00	28,324,213.96	11	781,174.17
473	Unlimited Revenue Fund	1.64	1,200,200.00	1,199,957.09	2	3,275.29
474	Limited Revenue Fund	1.64	19,965,400.00	19,951,580.99	6	61,899.21
501	Stormwater	1.57	11,510,500.00	11,498,516.44	3	11,983.56
701	Corporate Working Cash	1.64	33,472,100.00	33,449,967.59	7	749,198.73
702	Construction Working Cash	1.80	9,108,800.00	9,084,947.31	6	127,558.78
705	Stormwater Working Cash	1.80	4,808,500.00	4,799,056.76	5	115,337.10
901	RCF - Regular	1.58	9,569,000.00	9,557,362.63	7	41,847.37
<b>TOTAL</b>			<b>\$ 333,250,000.00</b>	<b>\$ 332,922,080.70</b>	<b>135</b>	<b>\$ 3,276,768.39</b>



## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Investments Purchased**  
**December 2019 (Excluding Money Market)**

<b>Fund</b>	<b>Description</b>	<b>Par Value</b>	<b>Cost</b>
101	Money Market Savings	\$ 3,721.58	\$ 3,721.58
101	Money Market Savings	116,326.55	116,326.55
439	Money Market Savings	34,547.01	34,547.01
441	Money Market Savings	11,859.78	11,859.78
442	Money Market Savings	14,097.30	14,097.30
<b>Grand Total</b>		<b>\$ 180,552.22</b>	<b>\$ 180,552.22</b>

Count:	5
Min Rate:	1.70
Max Rate:	1.76
Average Rate:	1.76

**Market Interest Rates on Investment Purchases as of 12/31/2019**

	<b>1-Month</b>	<b>3-Month</b>	<b>6-Month</b>	<b>1-Year</b>
Commercial Paper	1.81%	1.91%	1.91%	N/A*
Discount Notes	1.51%	1.56%	1.54%	1.55%
Illinois Funds	1.72%	1.72%	1.72%	1.72%
Associated MM	1.66%	1.66%	1.66%	1.66%
BMO Harris Bank	1.76%	1.76%	1.76%	1.76%

\*Commercial Paper authorization limited to 270 days maturity.



**District Investment Activities by Broker/Bank for December 2019**

<u>Par Value</u>	<u>Percentage</u>	<u>Broker/Bank</u>
\$35,000,000	10.50%	ASSOCIATED
58,000,000	17.40%	BANK OF AMERICA
48,000,000	14.40%	BLAYLOCK (MBE)*
55,000,000	16.50%	CASTLEOAK (MBE)*
1,750,000	0.53%	DREXEL (VBE)*
2,500,000	0.75%	GN BANK (MBE)*
200,000	0.07%	GOLD COAST
40,000,000	12.00%	HARRIS
15,000,000	4.50%	INCAPITAL
26,550,000	7.97%	JPMORGAN SECURITIES
28,000,000	8.40%	LOOP CAP MKT (MBE)*
2,000,000	0.60%	MULTI BANK SECURITIES (VBE)*
1,250,000	0.38%	RAYMOND JAMES
5,000,000	1.50%	RBC CAP MARKETS
15,000,000	4.50%	RICE (MBE)*
<b>\$333,250,000</b>	<b>100%</b>	

<u>Par Value</u>	<u>Percentage</u>	
\$152,250,000	57.66%	MBE/WBE/VBE*
181,000,000	42.34%	OTHER
<b>\$333,250,000</b>	<b>100.00%</b>	

\*MBE/WBE/VBE: Minority/Woman/Veteran-owned Business Enterprise



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0202**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Report

**Agenda Number:** 6

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on investments purchased during January 2020

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 January 2020.

During the month of January 2020, 105 individual investments were made with a total par value of \$183,550,000.00 at an average annual yield of 1.65%. The interest income to maturity of these investments is \$1,072,847.57. During the same month in 2019, 84 individual investments were made with a total par value of \$266,150,000.00 at an average annual yield of 2.49%. The interest income to maturity of these investments was \$1,368,653.81.

Additionally, 5 investments were made in Money Market Funds during January 2020, with a par value of \$16,084,546.74 at an average annual yield of 1.72%. During the same month in 2019, 5 investments were made in Money Market Funds during the month, with a par value of \$40,067,634.59 at an average annual yield of 2.42%.

The fixed income market's low investment yields experienced in the last eleven years are expected to continue. 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.

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

Attachments

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

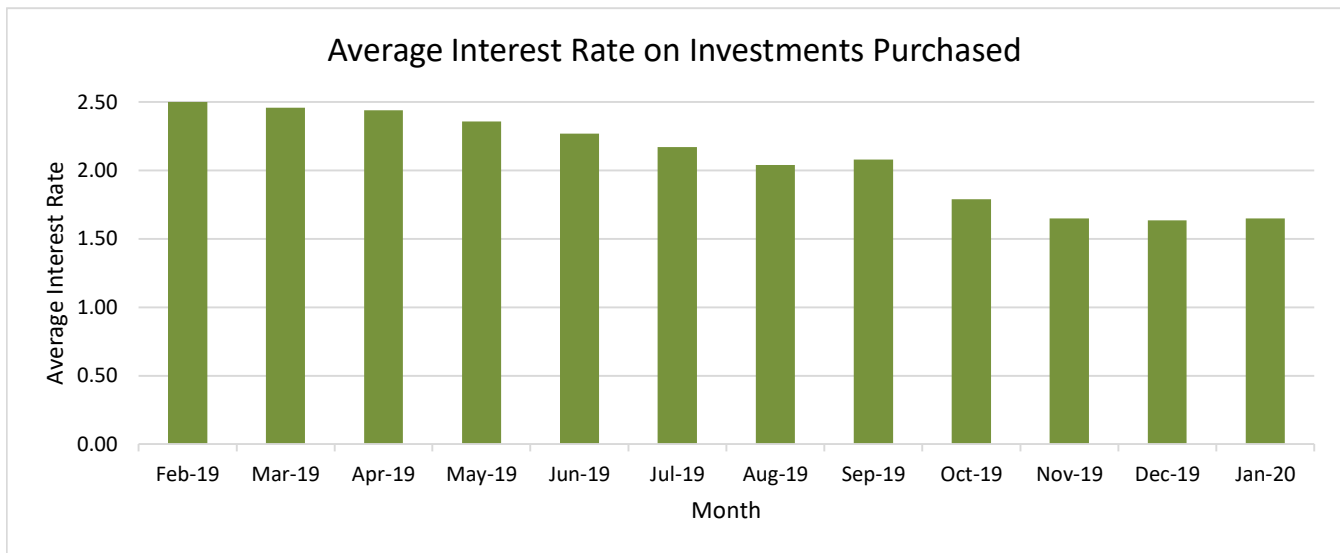
**Investments Purchased**  
**January 2020 (Excluding Money Market)**

Fund	Fund Name	Average Interest	Par Value	Cost	Count	Interest Income
		Rate				
101	Corp Fund - Regular	1.78	\$ 43,497,400.00	\$ 43,313,721.79	7	\$ 183,678.21
201	Constr Fund - Regular	1.62	9,990,800.00	9,970,198.20	5	31,764.98
308	14P SRF L175369	1.53	200,700.00	200,047.50	1	652.5
312	14C SRF L174559 (Ln4)	1.53	301,000.00	300,021.42	1	978.58
313	14D SRF L175263	1.53	301,000.00	300,021.42	1	978.58
314	14E SRF L173062	1.53	100,300.00	99,973.91	1	326.09
315	14F SRF L175342 Unl (Ln1)	1.53	100,300.00	99,973.91	1	326.09
316	14G SRF L175152	1.53	401,300.00	399,995.33	1	1,304.67
318	14K SRF L175366	1.53	100,300.00	99,973.91	1	326.09
319	14L SRF L175368	1.53	100,300.00	99,973.91	1	326.09
320	09D SRF L174558	1.53	250,800.00	249,984.62	1	815.38
321	12A SRF L174710	1.53	250,800.00	249,984.62	1	815.38
322	12B SRF L174712	1.53	52,700.00	52,528.67	1	171.33
323	12C SRF L174621	1.53	250,800.00	249,984.62	1	815.38
325	12E SRF L174709	1.53	150,500.00	150,010.71	1	489.29
326	12F SRF L174989	1.53	451,500.00	450,032.12	1	1,467.88
327	12G SRF L174923	1.53	351,100.00	349,958.53	1	1,141.47
328	12H SRF L174924	1.53	401,300.00	399,995.33	1	1,304.67
329	12L SRF L175161	1.53	652,100.00	649,979.95	1	2,120.05
331	12K SRF L174925	1.53	351,100.00	349,958.53	1	1,141.47
336	CIB Ltd 2014C	1.53	175,600.00	175,029.10	1	570.9
337	CIB Series 2014 Unl	1.53	150,500.00	150,010.71	1	489.29
347	09B SRF L173064	1.53	215,700.00	214,998.74	1	701.26
348	09C SRF L173063	1.53	50,200.00	50,036.79	1	163.21
349	09I SRF L174675	1.53	351,100.00	349,958.53	1	1,141.47
350	07 A SRF L172625	1.53	451,500.00	450,032.12	1	1,467.88
351	07 B SRF L172850	1.53	100,300.00	99,973.91	1	326.09
352	07 C SRF L172770	1.53	301,000.00	300,021.42	1	978.58
353	09G SRF L173075	1.53	902,900.00	899,964.57	1	2,935.43
368	04E SRF L172495	1.53	301,000.00	300,021.42	1	978.58
375	Refund Unlimited Series A	1.53	1,204,000.00	1,200,085.69	1	3,914.31
378	12O SRF 175166	1.53	150,500.00	150,010.71	1	489.29
387	Ser 97BB SRF L1151	1.53	351,100.00	349,958.53	1	1,141.47
389	Ser 97CC SRF L172031	1.53	250,800.00	249,984.62	1	815.38
390	16D SRF L175460 Unl	1.53	275,900.00	275,003.02	1	896.98
397	Ser 94V SRF L171150	1.58	27,004,200.00	26,944,846.80	5	99,467.73
441	CIB Unl 2016C	1.78	10,000,000.00	9,970,500.00	1	29,500.00
459	Rev Fd 3/93	1.62	22,594,900.00	22,581,413.54	9	235,844.58
461	Other Rev Fnd Jan 1995	1.60	16,605,700.00	16,594,858.58	9	136,385.49
473	Unlimited Revenue Fund	1.57	4,005,800.00	3,999,965.35	3	13,624.57
474	Limited Revenue Fund	1.56	8,497,100.00	8,475,783.05	3	23,525.28

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Investments Purchased**  
**January 2020 (Excluding Money Market)**

Fund	Fund Name	Average Interest	Par Value	Cost	Count	Interest Income
		Rate				
501	Stormwater	1.60	5,005,100.00	4,999,922.39	3	15,723.21
701	Corporate Working Cash	1.62	15,863,700.00	15,850,035.25	9	135,434.48
702	Construction Working Cash	1.65	2,552,100.00	2,550,021.70	7	40,677.30
705	Stormwater Working Cash	1.73	1,929,600.00	1,925,310.35	6	37,223.66
901	RCF - Regular	1.65	6,003,600.00	5,999,990.22	5	57,486.97
<b>TOTAL</b>			<b>\$ 183,550,000.00</b>	<b>\$ 183,144,056.11</b>	<b>105</b>	<b>\$ 1,072,847.57</b>



## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Investments Purchased**  
**January 2020 (Excluding Money Market)**

<b>Fund</b>	<b>Description</b>	<b>Par Value</b>	<b>Cost</b>
101	Money Market Savings	\$ 7,886.22	\$ 7,886.22
101	Money Market Savings	16,023,867.45	16,023,867.45
439	Money Market Savings	30,045.40	30,045.40
441	Money Market Savings	9,113.46	9,113.46
442	Money Market Savings	13,634.21	13,634.21
<b>Grand Total</b>		<b>\$ 16,084,546.74</b>	<b>\$ 16,084,546.74</b>

Count:	5
Min Rate:	1.69
Max Rate:	1.72
Average Rate:	1.72

**Market Interest Rates on Investment Purchases as of 01/31/2020**

	<b>1-Month</b>	<b>3-Month</b>	<b>6-Month</b>	<b>1-Year</b>
Commercial Paper	1.65%	1.79%	1.81%	N/A*
Discount Notes	1.47%	1.53%	1.51%	1.54%
Illinois Funds	1.69%	1.69%	1.69%	1.69%
Associated MM	1.66%	1.66%	1.66%	1.66%
BMO Harris Bank	1.72%	1.72%	1.72%	1.72%

\*Commercial Paper authorization limited to 270 days maturity.

**District Investment Activities by Broker/Bank for January 2020**

<u>Par Value</u>	<u>Percentage</u>	<u>Broker/Bank</u>
\$20,000,000	10.90%	ASSOCIATED
16,000,000	8.72%	BANK OF AMERICA
3,500,000	1.91%	BELMONT BK
21,000,000	11.44%	CASTLEOAK (MBE)*
30,000,000	16.34%	HARRIS
4,050,000	2.20%	JPMORGAN SECURITIES
30,000,000	16.34%	LOOP CAP MKT (MBE)*
20,000,000	10.90%	MULTI BANK SECURITIES (VBE)*
10,000,000	5.45%	R SEELAUS (WBE)*
29,000,000	15.80%	RBC CAP MARKETS
<b>\$183,550,000</b>	<b>100%</b>	

<u>Par Value</u>	<u>Percentage</u>	
\$81,000,000	57.66%	MBE/WBE/VBE*
102,550,000	42.34%	OTHER
<b>\$183,550,000</b>	<b>100.00%</b>	

\*MBE/WBE/VBE: Minority/Woman/Veteran-owned Business Enterprise



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0203

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**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Report

**Agenda Number:** 7

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on investment inventory statistics at December 31, 2019

Dear Sir:

Attached is a report of Investment Inventory Statistics at December 31, 2019, and a summary of Financial Market Statistics for the fourth quarter of 2019.

The average interest rate of the investment inventory at the end of December was 1.84%, a decrease from 2.13% at September 30, 2019. The total par value of the inventory was \$671,825,524.11 at month-end.

The Federal Funds rate, a daily borrowing rate between banks, was 1.47% at month-end, down from 1.91% at September 30, 2019. The average yield on the benchmark 90-day Treasury Bill at December 31st was 1.52%, while the District ending investment portfolio average interest rate outperformed at 1.84%. 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

Attachments

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

**Composition of Investment Inventory  
December 31, 2019**

<b>Investment</b>	<b>Par Amount</b>	<b>Percent of Total</b>	<b>Average Interest Rate</b>	<b>Number of Investments</b>	<b>Current Market Value</b>	<b>Cost</b>
Money Market/Savings	\$ 44,120,524.11	6.6%	1.76%	5	\$ 44,120,524.11	44,120,524.11
Treasury Bills	-			-	-	-
FNMA Discount Notes	145,000,000.00	21.6%	1.59%	77	144,887,639.91	144,610,632.07
Commercial Paper	161,000,000.00	24.0%	1.92%	50	160,724,946.75	160,194,908.34
Certificates of Deposit	194,600,000.00	28.9%	1.79%	107	194,600,000.00	194,600,000.00
US Government Agencies	127,105,000.00	18.9%	2.11%	64	127,153,518.00	127,105,000.00
<b>Total Investments</b>	<b>\$ 671,825,524.11</b>	<b>100%</b>	<b>1.84%</b>	<b>303</b>	<b>\$ 671,486,628.77</b>	<b>\$ 670,631,064.52</b>

90-Day Treasury Bill Rate (benchmark): **1.52%**



# METROPOLITAN WATER RECLAMATION DISTRICT OF CHICAGO

## FINANCIAL MARKET STATISTICS

### 2019 FOURTH QUARTER

		reported on:		
YEAR		10/31/2019	11/30/2019	12/31/2019
GENERAL OBLIGATION BONDS TAX EXEMPT YIELDS - Aaa	2020	1.11%	1.07%	1.04%
	2024	1.15%	1.15%	1.09%
	2029	1.49%	1.47%	1.44%
	2034	1.70%	1.70%	1.69%
	2039	1.88%	1.88%	1.88%
	2044	2.01%	2.01%	2.03%
	2049	2.06%	2.06%	2.09%
		reported on:		
BOND BUYER INDEX		10/31/2019	11/30/2019	12/31/2019
20 BOND-A1		2.79%	2.77%	2.74%
11 BOND-AA		2.33%	2.30%	2.27%
		reported on:		
		10/31/2019	11/30/2019	12/31/2019
PRIME RATE		4.75%	4.75%	4.75%
TREASURY BOND - 30 YEAR		2.175%	2.190%	2.390%
FEDERAL FUNDS RATE		1.59%	1.55%	1.47%
DOW JONES INDUSTRIAL AVERAGE		27,046.23	28,051.41	28,538.44
		10/31/2019	11/30/2019	12/31/2019
TAX RECEIPTS - CURR. YEAR LEVY		\$600,054,705.38	\$602,716,743.31	\$604,126,178.56
PERCENT OF LEVY RECEIVED		97.262%	97.694%	97.922%
		10/31/2019	11/30/2019	12/31/2019
PAR VALUE- INVESTMENT PORTFOLIO		\$828,730,715.31	\$801,211,349.97	\$671,825,524.11
AVERAGE RATE OF PORTFOLIO		2.045%	1.947%	1.838%
		10/31/2019	11/30/2019	12/31/2019
RANGE OF RATES ON PURCHASES	Long Term	1.60%-2.122%	1.495%-2.02%	1.50%-2.153%
	Short Term	1.63%-2.122%	1.52%-1.944%	1.40%-1.90%
		reported on:		
Ending:		10/31/2019	11/30/2019	12/31/2019
TREASURY BILL RATES	30 Days	1.570%	1.620%	1.555%
	90 Days	1.620%	1.560%	1.520%
	180 Days	1.610%	1.580%	1.560%
		10/31/2019	11/30/2019	12/31/2019
FED FUND RATE		1.590%	1.550%	1.470%
ILLINOIS FUNDS		1.864%	1.744%	1.704%

**District Investment Activities for January 1, 2019-December 31, 2019 by Broker/Bank**

<u>Par Value</u>	<u>Percentage</u>	<u>Broker/Bank</u>
\$486,500,000	13.12%	ASSOCIATED BANK
617,794,000	16.66%	BANK OF AMERICA
16,000,000	0.43%	BELMONT BANK
177,100,000	4.78%	BLAYLOCK VAN (MBE)*
518,500,000	13.99%	CASTLEOAK SECURITIES (MBE)*
6,750,000	0.18%	DREXEL HAMILTON (VBE)*
13,500,000	0.36%	FTN FINANCIAL
6,500,000	0.18%	GN BANK (MBE)*
200,000	0.01%	GOLD COAST BANK
15,000,000	0.40%	GREAT PACIFIC (WBE)*
286,500,000	7.73%	BMO HARRIS BANK
15,000,000	0.40%	INCAPITAL
200,000	0.01%	INTERNATIONAL BANK (MBE)*
182,300,000	4.92%	JP MORGAN SECURITIES*
475,200,000	12.82%	LOOP CAPITAL MARKETS (MBE)*
10,000,000	0.27%	MB FINANCIAL (FIFTH THIRD BANK)
75,500,000	2.04%	MULTI-BANK SECURITIES (VBE)*
200,000	0.01%	PACIFIC GLOBAL (ROYAL BUSINESS BANK) (MBE)*
17,000,000	0.46%	RAYMOND JAMES AND ASSOCIATES
206,500,000	5.57%	RBC CAPITAL MARKETS
15,000,000	0.40%	RICE FINANCIAL (MBE)*
566,000,000	15.27%	WILLIAMS CAPITAL (SIEBERT WILLIAMS SHANK) (MBE)*
<b>\$3,707,244,000</b>	<b>100%</b>	

<u>Par Value</u>	<u>Percentage</u>	
\$1,855,950,000	57.66%	MBE/WBE/VBE*
1,851,294,000	42.34%	OTHER
<b>\$3,707,244,000</b>	<b>100.00%</b>	

\*MBE/WBE/VBE: Minority/Woman/Veteran-owned Business Enterprise



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0179**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Agenda Item

**Agenda Number:** 8

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Authority to Amend the Metropolitan Water Reclamation District Retiree Health Care Plan Document and Trust Agreement, dated as of March 5, 2020

Dear Sir:

Attached for the Board's consideration and adoption are the revised Metropolitan Water Reclamation District Retiree Health Care Plan ("Plan") Document, and the Metropolitan Water Reclamation District Retiree Health Care Trust ("Trust") Agreement. These documents govern the administration of the District's Other Post Employment Benefits ("OPEB") program.

The law firm of Thompson Coburn was selected through 19-RFP-22 to review and provide recommendations to the District's Plan Document and Trust Agreement to ensure conformity with Section 9.6d of the District's Statute, consistency of definitions and nomenclature of key terms and parties, and compliance with all relevant regulations and legal requirements. Accordingly, the attached Plan Document was revised to clarify certain definitions, eligibility, election, benefit provisions, claims, appeals, and anti-assignment and legal provisions, along with the addition of details on compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). The attached Trust Agreement was revised to clarify roles and duties, accounting and reporting provisions, and the amendments and termination process, and it also removed miscellaneous provisions that do not apply to a Trust Agreement. A summary of changes to both documents is attached.

Also provided as part of the OPEB Plan and Trust document review are best practices for administration of the OPEB program according to legal and industry standards. District staff will implement any items not yet included in the administration of the Plan and Trust.

It is recommended that the revised Plan Document and Trust Agreement be adopted by the Board of Commissioners for the administration of the District's OPEB program.

Requested, Mary Ann Boyle, Treasurer, MAB:WNS  
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 March 5, 2020

Attachments

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Summary of 2020 Changes to the MWRD Retiree Health Care Plan Document and Trust Agreement****PLAN DOCUMENT CHANGES:****Article I – Definitions**

Clarified the definitions of “Eligible Retiree” and “Employer” as used in the Plan Document.

**Article II – Eligibility**

Clarified and simplified all eligibility requirements and ensured that all such requirements are set forth in this section and conform with current practices. The revised document contains a complete description of who is eligible for benefits and reflects all eligibility provisions set forth in the plan administration manual.

Added language that explicitly provides for an election period both initially on an individual’s becoming eligible and annually thereafter, and sets forth the circumstances under which an election may be changed, again conforming to current administrative practice as reflected in the administration manual.

Added a provision excluding participation by someone who is rehired by the District after becoming eligible to participate in the Plan to ensure that no active employees are also Plan participants.

**Article III – Amount of Benefits**

Revised section to fully incorporate the benefit provisions of any underlying third-party contract or insurance policy, and to provide that participant contributions are applied to the cost of coverage first.

**Article IV – Payment of Benefits**

Revised section to more generally provide that the Administrator may establish procedures satisfactory to it to accommodate changes in practice without the need for a plan amendment.

**Article VI – Claims Procedure**

Revised section to incorporate the applicable policy or contract procedures by reference to those of insurers or third-party administrators to avoid inconsistencies.

**Article VIII – General Provisions**

Updated the anti-assignment provision and added new provisions relating to venue and statute of limitations. Inclusion of these provisions is a best practice that has developed in the past several years in response to benefit plan litigation.

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Article IX – Protected Health Information**

Added this new section related to compliance with the Health Insurance Portability and Accountability Act (“HIPAA”), which applies to the extent HIPAA is applicable. Self-insured employer-sponsored health plans are covered entities under HIPAA, and insured plans may be covered entities in certain circumstances.

**TRUST AGREEMENT CHANGES:****Table of Contents**

Added table of contents.

**Article I – Trustee and Trust Fund**

Revised section to reflect that the Trust exists to fund the post-employment health benefits provided under the plan and that the Trustee will receive transfers of cash or property from the District; and to explicitly provide that those transfers shall be irrevocable and that the funds must be used exclusively for providing post-employment benefits to retirees and their dependents. The irrevocability is important to ensure that the assets held in Trust can be recognized as offsetting Plan liabilities according to Government Accounting Standards Board (GASB) guidance.

**Article II – General Duties of Trustee**

Revised section to provide that the Trustee holds title to assets, and generally that the Trustee has only the powers and duties expressly set out in the Trust document.

**Article III – Investment Powers and Duties of the Trustee**

Revised section to provide that the Trustee shall establish an Investment Policy; that the Treasurer is responsible for the management and direction of the investment of the Trust Fund; that the Trustee’s powers to buy and sell investments are to be exercised at the direction of the Treasurer; and that the Trustee’s powers to hire investment advisors or managers and legal counsel are to be exercised at the recommendation of the Treasurer with approval of the Board of Commissioners.

**Article IV – Disbursements and Expenses**

Revised section to provide that payments are to be made by the Trustee as directed by the Plan Administrator in order to clarify that payments are made by the District in its capacity as Trustee and that the Trustee has no responsibility to determine that the Plan provisions permit the payment.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Article V – Accounting and Auditing**

Consolidated the accounting and reporting provisions to reflect current practice.

**Article VII – Amendment and Termination**

Revised section to explicitly provide that the District may not amend the Trust Agreement to provide for any use of the Trust assets other than funding the benefits provided for under the Plan.

**Article IX – Miscellaneous Provisions**

Removed provisions that are more applicable to a Plan document.

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**MWRD Retiree Health Care Plan and Trust  
Best Practices for Compliance 2020****Recommended review practices:**

- Annually (perhaps in connection with preparing for annual enrollment for plans affecting active employees), the Plan and Trust should be reviewed collaboratively by the departments of Treasury, Law, and Human Resources to determine whether amendments are required to maintain compliance with changes in applicable laws and regulations.
- Annually, the Plan and Trust should be reviewed by those engaged in administration to be sure the Plan and Trust terms and administrative practices conform. If they do not, either the documents or the practices should be changed to conform.
- A substantive change in the section of the MWRDGC Administrative Procedures Manual relating to Retiree and Annuitant Health Insurance should trigger a review to determine whether it requires a change in the plan or trust document.
- The District should periodically review its practices with respect to the Health Insurance Portability and Accountability Act (HIPAA”) as it relates to the Plan and determine whether additional policies or training would be appropriate.

**Recommended Trust practices:**

- The parties should strictly observe all applicable organization formalities in any and all dealings between the Trust and the District.
- Trust records should be kept documenting that the actions required to be taken under the Trust have been taken by the appropriate party, i.e.:
  - Trust records should reflect that the Trustee has adopted the Investment Policy for the Trust.
  - Any contracts entered into with investment managers pursuant to Section 3.02 of the Trust should be approved by the Board of Commissioners and entered into by the Treasurer or by the Trustee with the written direction of the Treasurer. If the investment manager also performs services for the District, the contract relating to services performed for the Trust should be separate.
  - Any actions taken by the Trustee pursuant to Section 3.03 (investment powers) at the direction of the Treasurer should be pursuant to written direction.
  - When disbursements begin to be made from the Trust, there should be documentation of direction from the Plan Administrator to the Trustee. See Section 4.01.

**METROPOLITAN WATER RECLAMATION DISTRICT**  
**RETIREE HEALTH CARE PLAN**

Adopted 12/06/07  
Revised 03/05/20



**METROPOLITAN WATER RECLAMATION DISTRICT  
RETIREE HEALTH CARE PLAN**

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## METROPOLITAN WATER RECLAMATION DISTRICT RETIREE HEALTH CARE PLAN

### INTRODUCTION

The Employer adopted the Metropolitan Water Reclamation District Retiree Health Care Plan (the “*Plan*”) effective December 6, 2007 to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their eligible Spouses and Dependents.

The intention of the Employer is that the Plan satisfy the requirements of Section 115 of the Internal Revenue Code of 1986, as amended.

The Employer has amended and restated the Plan effective March 5, 2020.

### ARTICLE I

#### DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

Section 1.01. “*Administrator*” means the individuals or entity appointed by the Employer to carry out the administration of the Plan. In the event an Administrator has not been appointed, or resigns, the Employer shall be deemed to be the Administrator.

Section 1.02. “*Benefit Option*” means one of several options for coverage offered pursuant to the Plan.

Section 1.03. “*Civil Union Partner*” means a person with whom the Eligible Retiree has entered into a civil union as defined by 750 ILCS 75 or a civil union performed in another state.

Section 1.04. “*Child Annuitant*” means a child as of a deceased Employee or Eligible Retiree who is receiving an annuity from the Retirement Fund.

Section 1.05. “*Code*” means the Internal Revenue Code of 1986, as amended.

Section 1.06. “*Contract or Policy*” shall mean (i) any contract, policy or agreement, including without limitation any document setting forth a schedule of benefits, pursuant to which any Benefit Option offered under the Plan is funded and under which part of all of the obligation to provide benefits is transferred to any insurance company, health maintenance organization or similar entity, and (ii) any contract or agreement with a third-party administrator or written plan document or plan description provided to Participants, including without limitation any document setting forth a schedule of benefits, governing any Benefit Option offered under the Plan.

Section 1.07. “*Domestic Partner*” means a person who was in a cohabiting relationship with an Eligible Retiree prior to retirement and who qualified for coverage under an Employer Sponsored health plan.

Section 1.08. “*Election Period*” means the period established by the Administrator immediately prior to the date an individual becomes an eligible Retiree, Surviving Spouse or Child Annuitant or prior to the beginning of a plan year during which an individual may elect coverage or change coverage options in accord with the terms of the Plan and the procedures established by the Administrator.

Section 1.09. “*Eligible Dependent*” means the spouse or child of an Eligible Retiree who satisfies the eligibility requirements of Article II.

Section 1.10. “*Eligible Retiree*” means an Employee of the Employer who has ceased active employment with the Employer and who satisfies the eligibility requirements of Article II or any member of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago who has ceased to be a member and who satisfies the eligibility requirements of Article II.

Section 1.11. “*Employee*” means any person classified by the Employer as an employee (regardless of retroactive reclassification for any purpose) while such individual is so classified.

Section 1.12. “*Employer*” means the Metropolitan Water Reclamation District of Greater Chicago, the Retirement Board of the Retirement Fund, or any affiliate or successor thereof that adopts this Plan with the consent of the Metropolitan Water Reclamation District of Greater Chicago.

Section 1.13. “*Participant*” means any Eligible Retiree or Eligible Dependent while covered by the Plan.

Section 1.14. “*Plan Year*” means the period that begins on January 1st and ends on December 31st.

Section 1.15. “*Retirement Fund*” means the Metropolitan Water Reclamation District Retirement Fund.

Section 1.16. “*Surviving Spouse*” means the spouse, Civil Union Partner or Domestic Partner of a deceased Employee or Eligible Retiree who is receiving an annuity from the Retirement Fund.

Section 1.17. “*Trust Fund*” means the assets of the Metropolitan Water Reclamation District Retiree Health Care Trust as it shall exist from time to time.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

## ARTICLE II

### ELIGIBILITY

Section 2.01. *Eligible Retiree.* An Employee who was first hired by the Employer after July 1, 2005 shall be an Eligible Retiree if upon ceasing active employment with the Employer: (i) the Employee is credited with at least 10 years of service with the Employer, and (ii) immediately prior to ceasing employment, the Employee was eligible for coverage under an Employer sponsored health plan and (iii) the Employee is receiving a monthly payment from the Retirement Fund. An Employee who was first hired by the Employer on or before July 1, 2005 shall be an Eligible Retiree if (i) immediately prior to ceasing employment, the Employee was eligible for coverage under an Employer sponsored health plan and (ii) the individual is receiving a monthly payment from the Retirement Fund, except that a reciprocal retiree pursuant to the Retirement Fund, 40 ILCS 56/13-101 et seq., whose final employer was not the District, shall be an Eligible Retiree only if the reciprocal retiree has 10 or more years of service with the District. A member of the District's Board of Commissioners shall be an Eligible Retiree provided the member has at least six years of service credit as a member of the District's Board of Commissioners at the time he or she ceases to be a member. Each Eligible Retiree who meets the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan. Notwithstanding anything to the contrary, no person who is reemployed as an Employee after becoming an Eligible Retiree shall be permitted to participate in the plan during any period in which he or she is an Employee.

Section 2.02. *Eligible Dependents.* An Eligible Retiree's lawful spouse, Civil Union Partner or Domestic Partner who was the lawful spouse, Civil Union Partner, or Domestic Partner of the Eligible Retiree on the date the Eligible Retiree ceased active employment with the Employer is an Eligible Dependent. An Eligible Retiree's child is an Eligible Dependent. The child of a Surviving Spouse is an Eligible Dependent, provided that a Surviving Spouse's stepchild from a marriage after the Employee or Eligible Retiree's death shall not be an Eligible Dependent. A Child Annuitant has no Eligible Dependents. Eligible Dependents who meet the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan.

Section 2.03. *Surviving Spouse or Child Annuitant.* A Surviving Spouse or Child Annuitant who meets the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan.

Section 2.04. *Medicare.* Notwithstanding anything to the contrary herein, any Eligible Retiree, Surviving Spouse, Child Annuitant of Eligible Dependent who is Medicare-eligible is required to enroll in Medicare (Part A and B) in order to participate in this Plan.

Section 2.05. *Participant.* The Administrator shall give each Eligible Retiree or Surviving Spouse or Child Annuitant who meets the requirements of a Contract or Policy written notice of eligibility to participate in the Plan during his or her Election Period. Such Eligible Retiree or Surviving Spouse or Child Annuitant and any Eligible Dependents shall become Participants in the Plan upon the Eligible Retiree's or Surviving Spouse's or Child Annuitant's electing and enrolling in coverage under a Benefit Option in the manner and within the time specified by the Administrator.

Section 2.06. *Changes.* An Eligible Retiree, Surviving Spouse or Child Annuitant may make Plan changes during an annual Election Period established by the Plan Administrator. In addition, an Eligible Retiree will be allowed to enroll in the Plan at any time or make another change if it is caused by a change in his or her employment status or that of a spouse and the Eligible Retiree provides documentation satisfactory to the Administrator. A Participant enrolled in an HMO option under the Plan may change to a different option if they move out of the HMO service area. Notwithstanding anything to the contrary, a Participant who has dropped coverage for any reason may re-enroll only once and then only during an annual Election Period established by the Administrator.

Section 2.07. *Termination.* A Participant's coverage under the Plan terminates on the earlier of (i) the date the Plan terminates, (ii) the date the individual ceases to be eligible under the applicable Contract or Policy, (iii) the date he or she fails to remit any contributions for Plan coverage for which he or she is responsible, (iv) the individual's death, or (v) in the case of a Child Annuitant the date the child ceases to be eligible to receive an annuity from the Retirement Fund.

### **ARTICLE III**

#### **AMOUNT OF BENEFITS**

Section 3.01. *Benefits Provided by the Plan.* Benefits provided for under the Plan shall be as provided for in the applicable Contract or Policy.

Section 3.02. *Cost of Coverage.* Contributions by Participants shall be applied to fund benefits, insurance premiums, administrative expenses and other costs of the Plan first, and Employer contributions shall be required only as to the difference between the portion of the benefits, insurance premiums, administrative expenses and other costs funded through contributions by Participants and the total benefits, insurance premiums, administrative expenses and other costs of the Plan. Any reserves or other assets accumulated under the Plan from time to time pursuant to any insurance contract shall be deemed Employer contributions to the extent that such reserves or assets do not exceed the Employer's aggregate contributions during the period in which the reserves or assets are accumulated.

### **ARTICLE IV**

#### **PAYMENT OF BENEFITS**

Section 4.01. *Claims for Benefits.* No benefit shall be paid hereunder unless a claim for benefits is made on a form specified by the Administrator, or otherwise pursuant to the procedures specified by the Administrator.

### **ARTICLE V**

#### **PLAN ADMINISTRATION**

Section 5.01. *Allocation of Authority.* The Administrator shall control and manage the operation and administration of the Plan. The Administrator shall have the exclusive right to interpret the Plan in its discretion and to decide all matters arising thereunder, including the right

to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

- (a) To decide questions concerning the Plan and the eligibility of any individual to participate in the Plan, in accordance with the provisions of the Plan;
- (b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Trustee of the Trust Fund, as appropriate, of the amount of such benefits and to direct the Trustee to pay such benefits; and to provide a full and fair review to any claimant whose claim for benefits has been denied in whole or in part;
- (c) To designate other persons to carry out any duty or power which would otherwise be the responsibility of the Administrator, under the terms of the Plan;
- (d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan; and
- (e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

Section 5.02. *Provision for Third-Party Plan Service Providers.* The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

Section 5.03. *Several Fiduciary Liability.* To the extent permitted by law, neither the Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

Section 5.04. *Compensation of Administrator.* The Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of its duties shall be paid in accordance with Section 5.06 below.

Section 5.05. *Bonding.* Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

Section 5.06. *Payment of Administrative Expenses.* All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any

third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Administrator in connection with the administration thereof, shall be paid by the Plan to the extent not paid by the Employer.

## **ARTICLE VI**

### **CLAIMS PROCEDURE**

Section 6.01. *Provisions Governing Claims and Appeal Procedures.* The claims and appeals procedures are contained in the applicable Contract or Policy and are incorporated herein.

Section 6.02. *Exhaustion Required.* No action shall be brought against the Plan, the Administrator or any Plan fiduciary in any court unless the applicable claims and appeals procedures have been fully exhausted.

## **ARTICLE VII**

### **AMENDMENT OR TERMINATION OF PLAN**

The Employer reserves the right in its discretion to amend or terminate the Plan at any time for any reason, without advance notice.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 8.01. *No Employment Rights Conferred.* Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

Section 8.02. *No Assignment.* No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person or institution, and any attempt to do so shall be void. The Plan may at the sole and absolute discretion of the Administrator, pay benefits directly to an institution in which a Participant has been admitted as inpatient or to any provider of health care services or supplies in consideration for such services or supplies regardless of the presence or absence of an assignment of benefits or other form of benefit directive. No such payment by the Administrator or the Plan shall obligate either the Administrator or the Plan to make any other such payments nor be deemed as a waiver of the Administrator's or the Plan's right and authority to deny other such payments or to enforce the provisions of this Section. The Plan may also, at the sole and absolute discretion of the Administrator, pay benefits directly to a Participant regardless of any purported benefit assignment. When benefits are so paid to a Participant, the Participant is solely responsible for reimbursing the provider. Payment as described in this Section shall release and discharge the Plan, Administrator, and Employer from any and all liability for all related charges (without regard to whether or not such related charges are otherwise covered under the Plan) for the services or supplies. No Participant may assign to any person or institution his or her right to file a claim and/or an appeal under the Plan's claims and appeal procedures. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or



charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent or beneficiary of such person, in such manner and proportion as he may deem proper.

Section 8.03. *Mental or Physical Incompetency.* If the Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, the Administrator may cause all payments thereafter becoming due to such person to be made to any duly and legally constituted personal representative of such payee for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Administrator and the Employer.

Section 8.04. *Inability to Locate Payee.* If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment shall be forfeited and may be applied to other Plan purposes; provided, however, if the person to whom such payment was attempted subsequently appears and makes demand for such payment, the Administrator shall direct that such payment be made, without interest unless required by law.

Section 8.05. *Requirement of Proper Forms.* All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Administrator or otherwise made in accordance with procedures approved by the Administrator.

Section 8.06. *Venue.* Any action in connection with the Plan by a Participant or any other person may be brought only in either a federal district court sitting within the Northern District of Illinois or in Cook County circuit court.

Section 8.07. *Statute of Limitations.* Any cause of action against the Plan, the Administrator or any Plan fiduciary in any court must be brought if at all within one year after the cause of action accrued. A cause of action shall be deemed to have accrued on the earlier of the following: (i) when the claimant has exhausted his or her administrative remedies under the Plan, or (ii) when the Plan fiduciary has clearly repudiated the claim and such repudiation is known to the claimant.

Section 8.08. *Construction.* The terms and provisions of the Plan shall be construed in accordance with and in a manner to bring the Plan in conformity with Illinois state law, the Code and other applicable law.

Section 8.09. *Tax Effects.* Neither the Employer nor the Administrator makes any warranty or other representation as to the treatment under federal or state income tax law of benefits paid pursuant to the Plan.

Section 8.10. *Multiple Functions.* Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

Section 8.11. *Gender and Number.* Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

Section 8.12. *Headings.* The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

Section 8.13. *Applicable Laws.* The provisions of the Plan shall be governed by the laws of the State of Illinois.

Section 8.14. *Severability.* Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

Section 8.15. *Counterparts.* This document may be executed in two or more counterparts, any one of which shall constitute an original without reference to the others.

## **ARTICLE IX – PROTECTED HEALTH INFORMATION**

Section 9.01. *Permitted Uses and Disclosures of Protected Health Information.* This Article shall apply to the extent the Plan is a Covered Entity subject to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”).

The Plan shall use and disclose Covered Individuals’ protected health information and electronic protected health information, as defined in 45 CFR § 160.103 (“Protected Health Information”), in accordance with the uses and disclosures required and permitted by HIPAA, the regulations thereunder and the Employer’s HIPAA Privacy and Security Policies and Procedures. This includes, but is not limited to the following uses and disclosures by the Plan:

- (a) The Plan may use or disclose PHI for its own payment and health care operations;
- (b) The Plan may disclose PHI for treatment activities of a health care provider;
- (c) The Plan may disclose PHI to another covered entity or a health care provider for the payment activities of that entity;
- (d) The Plan may disclose PHI to another covered entity for health care operations of that covered entity, if both the Plan and covered entity has or had a relationship with the individual, the PHI pertains to such relationship, and the disclosure is for one of the following purposes: conducting quality assessment and improvement activities, evaluating Plan performance, and conducting or arranging for medical review, legal services and auditing functions, including health care fraud and abuse detection or compliance;

- (e) The Plan may disclose PHI to another covered entity that participates in an organized health care arrangement with the Plan, for any health care operations activities of the organized health care arrangement; or
- (f) The Plan may use or disclose PHI in accordance with a specific authorization executed by an individual.

In no event shall the Employer be permitted to use or disclose Protected Health Information in a manner that is inconsistent with 45 CFR §164.504(f).

Section 9.02. *Conditions of Use and Disclosure.* The Employer agrees that with respect to any Protected Health Information disclosed to it by the Plan that it shall:

- (a) Not use or further disclose the Protected Health Information other than as permitted or required by the Plan or as required by law;
- (b) Ensure that any agents, including a subcontractor, to whom the Employer provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to Protected Health Information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions;
- (d) Not use or disclose an individual's Protected Health Information in connection with any other benefit or employee benefit plan of the Employer unless appropriate prior authorization is obtained or unless such use or disclosure is to another covered entity that participates in an organized health care arrangement with the Plan and is for the health care operation activities of the organized health care arrangement;
- (e) Report to the Plan's Privacy Officer any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan of which it becomes aware;
- (f) Make available Protected Health Information in accordance with 45 CFR §164.524;
- (g) Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 CFR §164.526;
- (h) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- (i) Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with subpart E of 45 CFR §164;
- (j) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and

disclosures to those purposes that make the return or destruction of the information infeasible;

- (k) Ensure that adequate separation, as required by required in 45 CFR §504(f)(2)(iii) and the terms of the Plan, is satisfied.
- (l) If the Employer receives electronic protected health information, as defined in 45 CFR §160.103, it shall:
  - (i) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan;
  - (ii) Ensure that the adequate separation between the Plan and the Employer with respect to electronic protected health information is supported by reasonable and appropriate security measures;
  - (iii) Ensure that any agent, including a subcontractor, to whom it provides electronic protected health information to implement reasonable and appropriate security measure to protect the electronic protected health information; and
  - (iv) Report to the Plan any security incidents of which it becomes aware concerning electronic protected health information.

Section 9.03. *Adequate Separation Between the Plan and Employer.* In accordance with HIPAA, only the individuals whose positions or functions are described in the Employer's HIPAA Privacy and Security Policies and Procedures shall be given access to Protected Health Information.

The access to and use of Protected Health Information by the individuals described above shall be restricted to the plan administration functions that the Employer performs for the Plan.

An individual described above who fails to comply with the provisions of the plan document relating to the use and disclosure of Protected Health Information shall be subject to disciplinary action under the Employer's established policies and procedures.

Section 9.04. *Certification by the Employer.* The Plan shall disclose Protected Health Information to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions of 45 CFR §164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section 12.2. The Plan shall not disclose Protected Health Information to the Employer as otherwise permitted herein unless the statement required by 45 CFR §164.520(b)(1)(iii)(C) is included in the appropriate notice.

IN WITNESS WHEREOF, the Employer, acting through its duly authorized officers, adopted this amended and restated Retiree Health Care Plan.

**THE METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO**

By \_\_\_\_\_  
Frank Avila  
Chairman, Committee on Finance

By \_\_\_\_\_  
Mary Ann Boyle  
Treasurer

By \_\_\_\_\_  
Beverly K. Sanders  
Director of Human Resources

By \_\_\_\_\_  
Brian A. Perkovich  
Executive Director

ATTESTED TO BY:

\_\_\_\_\_  
Jacqueline Torres  
Clerk of the Metropolitan Water Reclamation  
District of Greater Chicago  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Lisa A. Goldberg  
Deputy General Counsel

\_\_\_\_\_  
Susan T. Morakalis  
General Counsel

~~EXHIBIT B~~

~~OPEB Plan Document~~

**METROPOLITAN WATER RECLAMATION DISTRICT**

**RETIREE HEALTH CARE PLAN**

[Adopted 12/06/07](#)  
[Revised 03/05/20](#)

~~Effective December 6, 2007~~ **METROPOLITAN WATER RECLAMATION DISTRICT**

~~2345050-041648146/TMW~~



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## METROPOLITAN WATER RECLAMATION DISTRICT RETIREE HEALTH CARE PLAN

### INTRODUCTION

~~Pursuant to 70 ILCS 2605/9.6d, the~~ The Employer ~~has~~ adopted the Metropolitan Water Reclamation District Retiree Health Care Plan (the ~~"Plan"~~) effective December 6, 2007 to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their eligible Spouses and Dependents.

The intention of the Employer is that the Plan satisfy the requirements of Section 115 of the Internal Revenue Code of 1986, as amended.

The Employer has amended and restated the Plan effective March 5, 2020.

### ARTICLE I ~~ARTICLE I~~

#### DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

Section 1.01. ~~Section 1.01.~~ ~~"Administrator"~~ means the individuals or entity appointed by the Employer to carry out the administration of the Plan. In the event an Administrator has not been appointed, or resigns, the Employer shall be deemed to be the Administrator.

Section 1.02. ~~Section 1.02.~~ ~~"Benefit"~~ Option means ~~any amounts paid to, or on behalf of, a Participant, Spouse or Dependent in~~ one of several options for coverage offered pursuant to the Plan.

~~Section 1.03.~~

Section 1.03. "Civil Union Partner" means a person with whom the Eligible Retiree has entered into a civil union as defined by 750 ILCS 75 or a civil union performed in another state.

Section 1.04. "Child Annuitant" means a child as of a deceased Employee or Eligible Retiree who is receiving an annuity from the Retirement Fund.

Section 1.05. "Code" means the Internal Revenue Code of 1986, as amended.

~~Section 1.04.~~ ~~"Contract" or "Policy" shall mean the insurance policy or policies issued by an insurer as elected under the Plan. The terms, conditions, limitations, and exclusions of said Contracts and Policies are hereby incorporated by reference and made a part hereof, except insofar as the Contracts or Policies are in conflict with the Plan.~~

~~Section 1.05. "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152.~~

~~Section 1.06. "~~

Section 1.06. "Contract or Policy" shall mean (i) any contract, policy or agreement, including without limitation any document setting forth a schedule of benefits, pursuant to which any Benefit Option offered under the Plan is funded and under which part of all of the obligation to provide benefits is transferred to any insurance company, health maintenance organization or similar entity, and (ii) any contract or agreement with a third-party administrator or written plan document or plan description provided to Participants, including without limitation any document setting forth a schedule of benefits, governing any Benefit Option offered under the Plan.

Section 1.07. "Domestic Partner" means a person who was in a cohabiting relationship with an Eligible Retiree prior to retirement and who qualified for coverage under an Employer Sponsored health plan.

Section 1.08. "Election Period" means the period established by the Administrator immediately preceding the beginning of a~~prior to the date an individual becomes an eligible Retiree, Surviving Spouse or Child Annuitant or prior to the beginning of a plan year during which an individual may elect coverage or change coverage options in accord with the terms of the Plan Year and the procedures~~ established by the Administrator~~or a period preceding the date he becomes a Retiree.~~

~~Section 1.07. "~~

Section 1.09. "Eligible Dependent" means~~any Dependent eligible to participate under the Contract~~spouse ~~or Policy selected by the Participant.~~

~~Section 1.08. "Eligible Employee" means any Employee who is in a group of Employees specified in Exhibit I hereto and~~child of an Eligible Retiree ~~who satisfies the eligibility requirements for eligibility under the Contract or Policy covering him.~~

~~Section 1.09. "Eligible Retiree" means a Retiree who is eligible to receive benefits under a Policy or Contract that relates to him.~~

~~Section 1.10. "of Article II.~~

Section 1.10. "Eligible Retiree" means an Employee of the Employer who has ceased active employment with the Employer and who satisfies the eligibility requirements of Article II or any member of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago who has ceased to be a member and who satisfies the eligibility requirements of Article II.

Section 1.11. "Employee" means any person employed by the Employer."

~~Section 1.11. —~~ " means any person classified by the Employer as an employee (regardless of retroactive reclassification for any purpose) while such individual is so classified.

Section 1.12. "Employer" means the Metropolitan Water Reclamation District of Greater Chicago, the Retirement Board of the Retirement Fund, or any affiliate or successor thereof that ~~likewise~~ adopts this Plan with the consent of the Metropolitan Water Reclamation District of Greater Chicago.

Section 1.13. ~~Section 1.12. — "Entry Date" means the first day the "Participant meets the eligibility requirements of Article III as of such Date."~~ "Participant" means any Eligible Retiree ~~who has met the eligibility requirements set forth in Article III and has not for any reason become ineligible to participate further in~~ or Eligible Dependent while covered by the Plan.

Section 1.14. ~~Section 1.14. — "Plan Year"~~ means ~~the annual accounting period of the Plan, which begins on the 6th day of December, 2007, and ends on the 31st day of December, 2007, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect,~~ the period that begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup>.

~~Section 1.15. — "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered under Exhibit I, and who has retired from the Employer.~~

~~Section 1.16. — "Spouse" means the Participant's lawful spouse as determined both under the laws of the state in which the Participant has his primary place of residence, and under the laws of the State of Illinois.~~

~~Section 1.17. —~~

Section 1.15. "Retirement Fund" means the Metropolitan Water Reclamation District Retirement Fund.

Section 1.16. "Surviving Spouse" means the spouse, Civil Union Partner or Domestic Partner of a deceased Employee or Eligible Retiree who is receiving an annuity from the Retirement Fund.

Section 1.17. "Trust Fund" means the assets of the Metropolitan Water Reclamation District Retiree Health Care Trust as it shall exist from time to time.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

## ARTICLE II~~ARTICLE II~~

### ELIGIBILITY

~~Section 2.01. *General Requirements.* Each Eligible Retiree who meets the eligibility requirements outlined in the Policy or Contract covering him shall be eligible to participate in the Plan.~~

Section 2.01. *Eligible Retiree.* An Employee who was first hired by the Employer after July 1, 2005 shall be an Eligible Retiree if upon ceasing active employment with the Employer: (i) the Employee is credited with at least 10 years of service with the Employer, and (ii) immediately prior to ceasing employment, the Employee was eligible for coverage under an Employer sponsored health plan and (iii) the Employee is receiving a monthly payment from the Retirement Fund. An Employee who was first hired by the Employer on or before July 1, 2005 shall be an Eligible Retiree if (i) immediately prior to ceasing employment, the Employee was eligible for coverage under an Employer sponsored health plan and (ii) the individual is receiving a monthly payment from the Retirement Fund, except that a reciprocal retiree pursuant to the Retirement Fund, 40 ILCS 56/13-101 et seq., whose final employer was not the District, shall be an Eligible Retiree only if the reciprocal retiree has 10 or more years of service with the District. A member of the District's Board of Commissioners shall be an Eligible Retiree provided the member has at least six years of service credit as a member of the District's Board of Commissioners at the time he or she ceases to be a member. Each Eligible Retiree who meets the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan. Notwithstanding anything to the contrary, no person who is reemployed as an Employee after becoming an Eligible Retiree shall be permitted to participate in the plan during any period in which he or she is an Employee.

Section 2.02. *Eligible Dependents.* An Eligible Retiree's lawful spouse, Civil Union Partner or Domestic Partner who was the lawful spouse, Civil Union Partner, or Domestic Partner of the Eligible Retiree on the date the Eligible Retiree ceased active employment with the Employer is an Eligible Dependent. An Eligible Retiree's child is an Eligible Dependent. The child of a Surviving Spouse is an Eligible Dependent, provided that a Surviving Spouse's stepchild from a marriage after the Employee or Eligible Retiree's death shall not be an Eligible Dependent. A Child Annuitant has no Eligible Dependents. Eligible Dependents who meet the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan.

Section 2.03. *Surviving Spouse or Child Annuitant.* A Surviving Spouse or Child Annuitant who meets the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan.

Section 2.04. *Medicare.* Notwithstanding anything to the contrary herein, any Eligible Retiree, Surviving Spouse, Child Annuitant of Eligible Dependent who is Medicare-eligible is required to enroll in Medicare (Part A and B) in order to participate in this Plan.

Section 2.05. Participant. The Administrator shall give each ~~prospective Participant~~ Eligible Retiree or Surviving Spouse or Child Annuitant who meets the requirements of a Contract or Policy written notice of ~~his~~ eligibility to participate in the Plan during his ~~first~~ or her Election Period. ~~Eligibility to participate~~ Such Eligible Retiree or Surviving Spouse or Child Annuitant and any Eligible Dependents shall become Participants in the Plan upon the Eligible Retiree's or Surviving Spouse's or Child Annuitant's electing and enrolling in coverage under a Benefit Option in the manner and within the time specified by the Administrator.

Section 2.06. Changes. An Eligible Retiree, Surviving Spouse or Child Annuitant may make Plan changes during an annual Election Period established by the Plan Administrator. In addition, an Eligible Retiree will be allowed to enroll in the Plan at any time or make another change if it is caused by a change in his or her employment status or that of a spouse and the Eligible Retiree provides documentation satisfactory to the Administrator. A Participant enrolled in an HMO option under the Plan may change to a different option if they move out of the HMO service area. Notwithstanding anything to the contrary, a Participant who has dropped coverage for any reason may re-enroll only once and then only during an annual Election Period established by the Administrator.

Section 2.07. Termination. A Participant's coverage under the Plan terminates on the earlier of (i) the date the Plan terminates, (ii) the date the individual ceases to be eligible under the Policy or applicable Contract covering him, or Policy, (iii) the date he or she fails to remit any premium contributions for Plan Coverages coverage for which he or she is responsible or the date of his death, (iv) the individual's death, or (v) in the case of a Child Annuitant the date the child ceases to be eligible to receive an annuity from the Retirement Fund.

### ~~ARTICLE III~~

### ARTICLE III

## AMOUNT OF BENEFITS

Section 3.01. ~~Section 3.01. Benefits Provided by the Plan. In the event of a Participant's, Spouse's or Dependent's illness or personal injury, such individual~~ Benefits provided for under the Plan shall be ~~entitled to receive the amount as~~ provided for in the applicable Contract or ~~Policies~~ applicable to that individual Policy.

~~Section 3.02. Cost of Coverage. The cost of providing the benefits described in Section 3.01 shall be contributed by the Employer to the extent that Participant, Spouse or Dependent contributions are insufficient to provide coverage.~~

### ~~ARTICLE IV~~



Section 3.02. *Cost of Coverage.* Contributions by Participants shall be applied to fund benefits, insurance premiums, administrative expenses and other costs of the Plan first, and Employer contributions shall be required only as to the difference between the portion of the benefits, insurance premiums, administrative expenses and other costs funded through contributions by Participants and the total benefits, insurance premiums, administrative expenses and other costs of the Plan. Any reserves or other assets accumulated under the Plan from time to time pursuant to any insurance contract shall be deemed Employer contributions to the extent that such reserves or assets do not exceed the Employer's aggregate contributions during the period in which the reserves or assets are accumulated.

#### ARTICLE IV

#### **PAYMENT OF BENEFITS**

Section 4.01. ~~Section 4.01.~~ *Claims for Benefits.* No benefit shall be paid hereunder unless a ~~Participant, his Spouse or Dependent has first submitted a written~~ claim for benefits is made on a form specified by the Administrator, ~~and~~ or otherwise pursuant to the procedures specified by the Administrator.

#### ~~ARTICLE V~~

#### ARTICLE V

#### **PLAN ADMINISTRATION**

Section 5.01. ~~Section 5.01.~~ *Allocation of Authority.* The Administrator shall control and manage the operation and administration of the Plan. The Administrator shall have the exclusive right to interpret the Plan in its discretion and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

(a) To decide questions concerning the Plan and the eligibility of any individual to participate in the Plan, in accordance with the provisions of the Plan;

(b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Trustee of the Trust Fund, as appropriate, of the amount of such benefits and to direct the Trustee to pay such benefits; and to provide a full and fair review to any claimant whose claim for benefits has been denied in whole or in part;

~~3~~

(c) To designate other persons to carry out any duty or power which would otherwise be the responsibility of the Administrator, under the terms of the Plan;

(d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan; and

(e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

Section 5.02. ~~Section 5.02.~~ *Provision for Third-Party Plan Service Providers.* The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

Section 5.03. ~~Section 5.03.~~ *Several Fiduciary Liability.* To the extent permitted by law, neither the Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

Section 5.04. ~~Section 5.04.~~ *Compensation of Administrator.* The Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of ~~his~~its duties shall be paid in accordance with Section 5.06 below.

Section 5.05. ~~Section 5.05.~~ *Bonding.* Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

Section 5.06. ~~Section 5.06.~~ *Payment of Administrative Expenses.* All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Administrator in connection with the administration thereof, shall be paid by the Plan to the extent not paid by the Employer.

~~Section 5.07. Timeliness of Payment for Benefits. Payment for benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.~~

## ~~ARTICLE VI~~

## ARTICLE VI

### CLAIMS PROCEDURE

~~*Section 6.01. Procedure If Benefits Are Denied under the Plan.* Any Participant, Spouse or Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Administrator and delivered to the person specified in the applicable Contract or Policy. Within thirty (30) days or as soon as practical after receipt of such claim, the Administrator or his delegate shall send to the claimant notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. The Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 6.03 and 6.04.~~

~~*Section 6.02. Requirement for Written Notice of Claim Denial.* The Administrator or his delegate shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:~~

- ~~(a) — The specific reason or reasons for the denial;~~
- ~~(b) — Specific reference to pertinent Plan provisions on which the denial is based;~~
- ~~(c) — A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and~~
- ~~(d) — An explanation of the Plan's claim review procedure.~~

~~*Section 6.03. Right to Request Hearing on Benefit Denial.* Within sixty (60) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.~~

~~*Section 6.04. Disposition of Disputed Claims.* Upon its receipt of notice of a request for review, the Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than (120)~~

~~days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 6.05.~~

~~Section 6.05. Preservation of Other Remedies. After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.~~

## ~~ARTICLE VII~~

Section 6.01. Provisions Governing Claims and Appeal Procedures. The claims and appeals procedures are contained in the applicable Contract or Policy and are incorporated herein.

Section 6.02. Exhaustion Required. No action shall be brought against the Plan, the Administrator or any Plan fiduciary in any court unless the applicable claims and appeals procedures have been fully exhausted.

## ARTICLE VII

### AMENDMENT OR TERMINATION OF PLAN

~~Section 7.01. Permanency. While the~~The ~~Employer fully expects that this Plan will continue indefinitely, permanency of the Plan will be subject to the Employer's~~reserves the ~~right in its discretion~~ to amend or terminate the Plan, as provided in Sections 7.02 and 7.03, below.

~~Section 7.02. Employer's Right to Amend. The Employer reserves the right to amend the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.~~

~~Section 7.03. Employer's Right to Terminate. The Employer reserves the right to discontinue or terminate the Plan at any time~~at any time for any reason, ~~without prejudice~~advance notice.

## ~~ARTICLE VIII~~

## ARTICLE VIII

### GENERAL PROVISIONS

Section 8.01. ~~Section 8.01.~~ *No Employment Rights Conferred.* Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

~~Section 8.02. Payments after Death of Participant. Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in the Employer Adoption Agreement.~~

~~Section 8.03. Nonalienation of Benefits.~~

Section 8.02. No Assignment. No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person or institution, and any attempt to do so shall be void. ~~No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person~~ The Plan may at the sole and absolute discretion of the Administrator, pay benefits directly to an institution in which a Participant has been admitted as inpatient or to any provider of health care services or supplies in consideration for such services or supplies regardless of the presence or absence of an assignment of benefits or other form of benefit directive. No such payment by the Administrator or the Plan shall obligate either the Administrator or the Plan to make any other such payments nor be deemed as a waiver of the Administrator's or the Plan's right and authority to deny other such payments or to enforce the provisions of this Section. The Plan may also, at the sole and absolute discretion of the Administrator, pay benefits directly to a Participant regardless of any purported benefit assignment. When benefits are so paid to a Participant, the Participant is solely responsible for reimbursing the provider. Payment as described in this Section shall release and discharge the Plan, Administrator, and Employer from any and all liability for all related charges (without regard to whether or not such related charges are otherwise covered under the Plan) for the services or supplies. No Participant may assign to any person or institution his or her right to file a claim and/or an appeal under the Plan's claims and appeal procedures. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the ~~Plan~~ Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent or beneficiary of such person, in such manner and proportion as he may deem proper.

Section 8.03. ~~Section 8.04.~~ *Mental or Physical Incompetency.* If the ~~Plan~~ Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, ~~he~~ the Administrator may cause all payments thereafter becoming due to such person to be made to any duly and legally constituted personal representative of such payee for his

benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the ~~Plan~~-Administrator and the Employer.

Section 8.04. ~~Section 8.05.-Inability to Locate Payee.~~ If the ~~Plan~~ Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment shall be forfeited and ~~all subsequent payments otherwise due to such Participant or~~ may be applied to other ~~person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits~~ Plan purposes; provided, however, if the person to whom such payment was attempted subsequently appears and makes demand for such payment, the Administrator shall direct that such payment be made, without interest unless required by law.

Section 8.05. ~~Section 8.06.-Requirement of Proper Forms.~~ All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the ~~Plan~~-Administrator or otherwise made in accordance with procedures approved by the Administrator.

~~Section 8.07. Source of Payments. The Employer shall be the sole source of contributions under the Plan. No Employee or Beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary.~~

~~Section 8.08.~~

Section 8.06. Venue. Any action in connection with the Plan by a Participant or any other person may be brought only in either a federal district court sitting within the Northern District of Illinois or in Cook County circuit court.

Section 8.07. Statute of Limitations. Any cause of action against the Plan, the Administrator or any Plan fiduciary in any court must be brought if at all within one year after the cause of action accrued. A cause of action shall be deemed to have accrued on the earlier of the following: (i) when the claimant has exhausted his or her administrative remedies under the Plan, or (ii) when the Plan fiduciary has clearly repudiated the claim and such repudiation is known to the claimant.

Section 8.08. Construction. The terms and provisions of the Plan shall be construed in accordance with and in a manner to bring the Plan inconformity with Illinois state law, the Code and other applicable law.

Section 8.09. Tax Effects. Neither the Employer nor the ~~Plan~~-Administrator makes any warranty or other representation as to ~~whether any payments received by a Participant, his Spouse, Dependents, or Beneficiary(ies) hereunder will be treated as includible in gross income for the treatment under~~ federal or state income tax ~~purposes~~ law of benefits paid pursuant to the Plan.

Section 8.10. ~~Section 8.09.~~ *Multiple Functions.* Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

Section 8.11. ~~Section 8.10.~~ *Gender and Number.* Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

~~Section 8.11.~~

Section 8.12. *Headings.* The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

Section 8.13. ~~Section 8.12.~~ *Applicable Laws.* The provisions of the Plan shall be ~~construed,~~

~~administered and enforced according to~~ governed by the laws of the State of Illinois.

Section 8.14. ~~Section 8.13.~~ *Severability.* Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

## 8

Section 8.15. *Counterparts.* This document may be executed in two or more counterparts, any one of which shall constitute an original without reference to the others.

## ARTICLE IX – PROTECTED HEALTH INFORMATION

Section 9.01. *Permitted Uses and Disclosures of Protected Health Information.* This Article shall apply to the extent the Plan is a Covered Entity subject to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”).

The Plan shall use and disclose Covered Individuals’ protected health information and electronic protected health information, as defined in 45 CFR § 160.103 (“Protected Health Information”), in accordance with the uses and disclosures required and permitted by HIPAA, the regulations thereunder and the Employer’s HIPAA Privacy and Security Policies and Procedures. This includes, but is not limited to the following uses and disclosures by the Plan:

- (a) The Plan may use or disclose PHI for its own payment and health care operations;
- (b) The Plan may disclose PHI for treatment activities of a health care provider;
- (c) The Plan may disclose PHI to another covered entity or a health care provider for the payment activities of that entity;
- (d) The Plan may disclose PHI to another covered entity for health care operations of that covered entity, if both the Plan and covered entity has or had a relationship with the individual, the PHI pertains to such relationship, and the

disclosure is for one of the following purposes: conducting quality assessment and improvement activities, evaluating Plan performance, and conducting or arranging for medical review, legal services and auditing functions, including health care fraud and abuse detection or compliance;

- (e) The Plan may disclose PHI to another covered entity that participates in an organized health care arrangement with the Plan, for any health care operations activities of the organized health care arrangement; or
- (f) The Plan may use or disclose PHI in accordance with a specific authorization executed by an individual.

In no event shall the Employer be permitted to use or disclose Protected Health Information in a manner that is inconsistent with 45 CFR §164.504(f).

Section 9.02. *Conditions of Use and Disclosure.* The Employer agrees that with respect to any Protected Health Information disclosed to it by the Plan that it shall:

- (a) Not use or further disclose the Protected Health Information other than as permitted or required by the Plan or as required by law;
- (b) Ensure that any agents, including a subcontractor, to whom the Employer provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to Protected Health Information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions;
- (d) Not use or disclose an individual's Protected Health Information in connection with any other benefit or employee benefit plan of the Employer unless appropriate prior authorization is obtained or unless such use or disclosure is to another covered entity that participates in an organized health care arrangement with the Plan and is for the health care operation activities of the organized health care arrangement;
- (e) Report to the Plan's Privacy Officer any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan of which it becomes aware;
- (f) Make available Protected Health Information in accordance with 45 CFR §164.524;
- (g) Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 CFR §164.526;
- (h) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- (i) Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan available



to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with subpart E of 45 CFR §164;

- (j) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- (k) Ensure that adequate separation, as required by required in 45 CFR §504(f)(2)(iii) and the terms of the Plan, is satisfied.
- (l) If the Employer receives electronic protected health information, as defined in 45 CFR §160.103, it shall:
  - (i) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan;
  - (ii) Ensure that the adequate separation between the Plan and the Employer with respect to electronic protected health information is supported by reasonable and appropriate security measures;
  - (iii) Ensure that any agent, including a subcontractor, to whom it provides electronic protected health information to implement reasonable and appropriate security measure to protect the electronic protected health information; and
  - (iv) Report to the Plan any security incidents of which it becomes aware concerning electronic protected health information.

Section 9.03. *Adequate Separation Between the Plan and Employer.* In accordance with HIPAA, only the individuals whose positions or functions are described in the Employer's HIPAA Privacy and Security Policies and Procedures shall be given access to Protected Health Information.

The access to and use of Protected Health Information by the individuals described above shall be restricted to the plan administration functions that the Employer performs for the Plan.

An individual described above who fails to comply with the provisions of the plan document relating to the use and disclosure of Protected Health Information shall be subject to disciplinary action under the Employer's established policies and procedures.

Section 9.04. *Certification by the Employer.* The Plan shall disclose Protected Health Information to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions of 45 CFR §164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section 12.2. The Plan shall not disclose Protected Health Information to the Employer as otherwise permitted herein

unless the statement required by 45 CFR §164.520(b)(1)(iii)(C) is included in the appropriate notice.

IN WITNESS WHEREOF, the Employer ~~and the Trustee have executed this Declaration by their respective~~, acting through its duly authorized officers, ~~as of the date first hereinabove mentioned~~ adopted this amended and restated Retiree Health Care Plan.

~~FOR THE METROPOLITAN WATER  
RECLAMATION DISTRICT OF  
CT OF GREATER CHICAGO~~

~~Jria Alitto Majewski  
Chairman, Committee on Finance~~

By

~~Harold G. Downs  
Treasurer~~

~~GREATER CHICAGO AS EMPLOYER  
AND TRUSTEE~~

~~Patrick J. Fole THE METROPOLITAN WATER  
Director of Personnel RECLAMATION~~

THE

METROPOLITAN

By

~~Richard Lanyon  
General Superintendent~~

~~At \_\_\_\_\_ TESTED TO BY:~~

~~Jaeline Orr  
Chief of the Metropolitan Water  
Reclamation District of Greater Chicago~~

WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO

By ~~O-TAA-d-Rzre-P-6~~

<sup>P</sup>  
~~APPROVED AS TO FORM AND LEGALITY:~~

**EXHIBIT I****ELIGIBLE EMPLOYEES AND BENEFITS**

EMPLOYEE GROUP	EFFECTIVE DATE OF PLAN PARTICIPATION	BENEFIT COVERAGE
<p><del>Employees hired after July 1, 2005 shall be covered if upon their retirement from the Employer they are credited with at least 10 years of service with the Employer, and are eligible for coverage under a District sponsored health plan and pension plan. Individuals hired on or before July 1, 2005 shall upon their retirement be eligible for coverage under this Plan if they are receiving regular annuity checks from a retirement plan sponsored by the Employer and are eligible for coverage under a District sponsored health plan.</del></p> <p><del>Spouses shall be eligible for coverage except that spouses who married a Participant after he Retired shall not be eligible hereunder. Children of Participants may be eligible as long as they are eligible to receive annuity benefits under a retirement plan sponsored by the District.</del></p>	December 6, 2007	HMO PP-0



Frank Avila  
Chairman, Committee on Finance

By \_\_\_\_\_  
Mary Ann Boyle  
Treasurer

By \_\_\_\_\_  
Beverly K. Sanders  
Director of Human Resources

By \_\_\_\_\_  
Brian A. Perkovich  
Executive Director

ATTESTED TO BY:

\_\_\_\_\_  
Jacqueline Torres  
Clerk of the Metropolitan Water Reclamation  
District of Greater Chicago  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Lisa A. Goldberg  
Deputy General Counsel

\_\_\_\_\_  
Susan T. Morakalis  
General Counsel

Document comparison by Workshare 10.0 on Tuesday, February 18, 2020  
9:46:05 AM

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Style change	0
Format changed	0
Total changes	553

**METROPOLITAN WATER  
RECLAMATION DISTRICT  
RETIREE HEALTH CARE TRUST  
AGREEMENT**

**Adopted 12/06/07  
Revised 03/05/20**

**METROPOLITAN WATER RECLAMATION DISTRICT  
RETIREE HEALTH CARE TRUST  
Amended and Restated Effective March 5, 2020**

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**METROPOLITAN WATER RECLAMATION DISTRICT  
RETIREE HEALTH CARE TRUST AGREEMENT  
Amended and Restated Effective March 5, 2020**

THIS AMENDED AND RESTATED AGREEMENT is made as of the 20<sup>th</sup> day of February, 2020, by and between the Metropolitan Water Reclamation District of Greater Chicago, Illinois, a special District and unit of local government (the “*District*”) and the Metropolitan Water Reclamation District of Greater Chicago, acting through its Board of Commissioners as Trustee (the “*Trustee*”).

***RECITALS***

WHEREAS, the District is a political subdivision of the State of Illinois exempt from federal income tax under the Internal Revenue Code of 1986 (the “*Code*”);

WHEREAS, it is an essential function and is integral to the activities of the District to provide certain health and welfare benefits to its retired employees and their eligible dependents;

WHEREAS, the District has adopted a plan known as the Metropolitan Water Reclamation District Retiree Health Care Plan (the “*Plan*”) which provides for post-retirement health benefits for the exclusive benefit of its eligible retired employees and eligible dependents; and

WHEREAS, the District established this trust pursuant to 70 ILCS 2605/9.6d for the exclusive benefit of certain of its retired employees and their eligible dependents to fund benefits provided under the Plan; and

WHEREAS, it is intended that all income derived from the Trust Fund (as defined in Section 1.02) shall be excludable from gross income pursuant to Section 115 of the Code.

Now, THEREFORE, the parties hereby amend and restate this trust, by executing this Amended and Restated Agreement and the District and Trustee do hereby covenant and agree as follows:

**ARTICLE I**

**TRUSTEE AND TRUST FUND**

*Section 1.01.* This Trust shall be entitled the Metropolitan Water Reclamation District Retiree Health Care Trust (hereinafter referred to as the “*Trust*”), and shall fund the post-employment health benefits provided under the Plan. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions.

*Section 1.02.* All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the “*Trust Fund*.”



*Section 1.03.* The Trust Fund shall consist of such cash or other property acceptable to the Trustee as shall from time to time be transferred to the Trustee by the District, together with the income and any other increment thereon. All such transfers shall be irrevocable. The Trustee shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement. The Trustee shall have no duty to require any contributions to be made to the Trustee by the District or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan. At no time shall any part of the Trust Fund be used for or diverted to any purpose other than for the exclusive purpose of providing post-employment benefits to certain retired employees and their dependents.

## **ARTICLE II**

### **GENERAL DUTIES OF TRUSTEE**

*Section 2.01.* The Trustee shall hold title to assets held in respect of the Plan in the Trust's name. The Trustee shall hold, administer, collect the income of and make payments from the Trust Fund, all as hereinafter provided. The Trustee shall have only those powers, rights, duties and responsibilities expressly set forth in this Trust Agreement.

*Section 2.02.* The Trustee may retain agents, advisors and legal counsel as it deems advisable or proper in connections with its duties and to pay such agents, advisors and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents, advisors and legal counsel or for the acts done in good faith and in reliance upon the advice of such agents, advisors and legal counsel, provided it has used reasonable care in selecting such agents, advisors and legal counsel.

*Section 2.03.* The Trustee shall not be responsible in any respect for the administration of the Plan or the interpretation of the terms of the Plan.

## **ARTICLE III**

### **INVESTMENT POWERS AND DUTIES OF THE TRUSTEE**

*Section 3.01.* The Trustee shall adopt an Investment Policy which shall set out the investments in which the Trust Fund may be invested and which may set out investment goals, objectives and other guidelines.

*Section 3.02.* The Treasurer of the District shall be responsible for managing and directing the investment of the Trust Fund, provided that, if consistent with the Investment Policy described in 3.01, the Treasurer may, with the approval of the Board of Commissioners of the District, enter into, or direct the Trustee to enter into, a contract or contracts with one or more investment managers for the purpose of providing the investment management services required hereunder.

*Section 3.03.* The Trustee shall have the following powers which shall be exercised at the direction of the Treasurer of the District:

(a) To purchase and cause stocks, bonds, exchange-traded funds, mutual funds, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;

(b) To employ investment advisors or investment managers and legal counsel recommended by the Treasurer and approved by the Board of Commissioners or by the OPEB Trust Executive Committee appointed by the Board of Commissioners (the “OPEB Trust Committee”) or by another delegate and to pay such advisors and managers and legal counsel a reasonable fee.

(c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and

(d) To buy, sell, convey or transfer, invest and reinvest any part of each and every kind of investment listed above in Section 3.03(a).

*Section 3.04.* Notwithstanding anything to the contrary herein, the assets of the Trust shall be held by the Trustee as titleholder only. The Treasurer of the District is authorized to establish depository accounts for and in the name of the Trust.

*Section 3.05.* Notwithstanding anything to the contrary herein, the District or, if so designated by the District, the investment manager or another agent of the District, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The District will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

*Section 3.06.* The Trustee shall and hereby does indemnify and hold harmless the District from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee’s failure to follow the directions of the District, the investment manager, or agents thereof; (b) any disbursements made without the direction of the District, the investment manager or agents thereof; and (c) the Trustee’s negligence, willful misconduct, or recklessness with respect to the Trustee’s duties under this Trust.

*Section 3.07.* The Trustee shall not be liable for the acts of such agents, advisors and legal counsel employed by it as provided in Section 3.03(b) or for the acts done in good faith and in reliance upon the advice of such agents, advisors and legal counsel.

## **ARTICLE IV**

### **DISBURSEMENTS AND EXPENSES**

*Section 4.01.* The Trustee shall make such payments from the Trust Fund to and/or for the benefit of Plan participants at such times, to such persons and in such amounts as shall be specified by the Administrator of the Plan (as defined in the Plan). The Trustee shall be fully

protected if it acts in accordance with a written direction signed by a person the Trustee reasonably believes is authorized to act for the Administrator or if it fails to act in the absence of such a direction. The Trustee shall have no duty to make any investigation or inquiry as to the propriety of any such direction.

*Section 4.02.* The District and Trustee may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and may be paid from the Trust upon the direction of the Trustee.

## **ARTICLE V**

### **ACCOUNTING AND AUDITING**

*Section 5.01.* The Trustee shall not be required to keep account of the investments, receipts, disbursements, and other transactions of the Trust. All accounts, books, and records relating thereto shall be maintained by or at the direction of the Treasurer of the District, who shall comprehensively report the status of the Trust account at the end of each calendar quarter to the OPEB Trust Committee or to such other person or committee as the Board of Commissioners may designate.

*Section 5.02.* It shall be the duty of the Treasurer of the District, and any other individuals so designated by the Trustee, to submit an annual report to the Trustee. The report shall include the following:

- (1) A balance sheet, showing the financial conditions of the Trust as of the end of the calendar year.
- (2) A statement of receipts and disbursements during such year;
- (3) A statement showing changes in the asset, liability, reserve and surplus accounts during such year;
- (4) A detailed statement of investments as of the end of the year; and
- (5) Any additional information as is deemed necessary for proper interpretation of the condition of the Trust or as required by the Government Accounting Standards Board.

*Section 5.03.* It shall be the duty of the Director of Finance/Clerk and any other individuals so designated by the Trustee to have the financial statements and records of the Trust audited by an independent auditor at least once each year, or as often as deemed necessary. The purpose of such audit shall be to obtain expert opinion or reasonable assurance that the financial statements accurately depict the financial position of the Trust, and that the results of the operation of the Trust are free of material misstatement. The prescribed audits shall include examination of the financial records and evidence supporting net asset values of the Trust, the changes in net assets available for the benefit of the participants and the disclosures in the financial statements. Such audits shall also include assessment of the accounting principles used and significant

estimates made by Plan management, and an evaluation of the overall financial statement presentation.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

*Section 6.01.* Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.

*Section 6.02.* No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.

*Section 6.03.* The District shall have the right at all reasonable times during the term of this Trust and for three (3) years after the termination of this Trust Agreement to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Trust Document and the Trustees' performance hereunder.

## **ARTICLE VII**

### **AMENDMENT AND TERMINATION**

*Section 7.01.* The District reserves the right to amend or terminate this Trust at any time for any reason with the written consent of the Trustee, provided that no amendment may provide for the use of Trust assets for any purpose other than for the exclusive benefit of certain retired employees and their dependents to fund benefits provided under the Plan. Any amendment must be in writing and shall become effective as of the date of the Trustee's execution of its consent.

*Section 7.02.* Upon termination of this Trust and upon the satisfaction of all liabilities under the Plan, any remaining assets of the Trust Fund shall revert to the District.

## **ARTICLE VIII**

### **LIMITED EFFECT OF PLAN AND TRUST**

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the District or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Trust Document or by applicable law.

## **ARTICLE IX**

### **PROTECTIVE CLAUSE**

Neither the District, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

## **ARTICLE X**

### **MISCELLANEOUS**

*Section 10.01.* Neither the establishment of this Trust, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any employee, retired employee or other person any legal or equitable right against the Trustee, the Plan, the District, or any officer, employee or member of any thereof, except as herein expressly provided; and in no event shall the terms or conditions of employment of any employee, or the control of the District over the same, be modified or in any manner affected hereby.

*Section 10.02.* This Trust Agreement shall be construed and enforced according to the Code and the laws of the State of Illinois, other than its laws respecting choice of law, to the extent not pre-empted by the Internal Revenue Code.

*Section 10.03.* Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Amended and Restated Agreement by their respective duly authorized officers.

**FOR THE METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO, AS  
EMPLOYER AND TRUSTEE**

**THE METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO**

By \_\_\_\_\_  
Frank Avila  
Chairman, Committee on Finance

By \_\_\_\_\_  
Mary Ann Boyle  
Treasurer

By \_\_\_\_\_  
Beverly K. Sanders  
Director of Human Resources

By \_\_\_\_\_  
Brian A. Perkovich  
Executive Director

ATTESTED TO BY:

\_\_\_\_\_  
Jacqueline Torres  
Clerk of the Metropolitan Water Reclamation  
District of Greater Chicago  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Lisa A. Goldberg  
Deputy General Counsel

\_\_\_\_\_  
Susan T. Morakalis  
General Counsel

**METROPOLITAN WATER  
RECLAMATION DISTRICT  
RETIREE HEALTH CARE TRUST  
AGREEMENT**

**Adopted 12/06/07  
Revised 03/05/20**

**METROPOLITAN WATER RECLAMATION DISTRICT**  
**RETIREE HEALTH CARE TRUST**

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**METROPOLITAN WATER RECLAMATION DISTRICT  
RETIREE HEALTH CARE TRUST AGREEMENT  
Amended and Restated Effective March 5, 2020**

THIS AMENDED AND RESTATED AGREEMENT is made as of the ~~620<sup>th</sup>~~<sup>620<sup>th</sup></sup> day of ~~December~~<sup>February</sup>, ~~2007~~<sup>2020</sup>, by and between the Metropolitan Water Reclamation District of Greater Chicago, Illinois, a special District and unit of local government (the “*District*”) and the Metropolitan Water Reclamation District of Greater Chicago, acting through its Board of Commissioners as Trustee, ~~or its designee~~ (the “*Trustee*”).

**RECITALS**

WHEREAS, the District is a political subdivision of the State of Illinois exempt from federal income tax under the Internal Revenue Code of 1986 (the “*Code*”);

WHEREAS, it is an essential function and is integral to the activities of the District to provide certain health and welfare benefits to its retired employees and their eligible dependents;

WHEREAS, the District has adopted a plan known as the Metropolitan Water Reclamation District Retiree Health Care Plan (the “*Plan*”) which provides for post-retirement health benefits for the exclusive benefit of its eligible retired employees, ~~their spouses,~~ and eligible dependents ~~and the Plan is intended to satisfy the requirement of Section 115 of the Code;~~ and

WHEREAS, the District ~~wishes to establish~~<sup>established</sup> this trust pursuant to 70 ILCS 2605/9.6d for the exclusive benefit of certain of its retired employees and their eligible dependents to fund benefits provided under the Plan; and

WHEREAS, it is intended that all income derived from the Trust Fund (as defined in Section 1.02) shall be excludable from gross income pursuant to Section 115 of the Code.

Now, THEREFORE, the parties ~~hereto do~~ hereby ~~establish~~<sup>amend and restate</sup> this trust, by executing this Amended and Restated Agreement and the District and Trustee do hereby covenant and agree as follows:

**ARTICLE I**

**~~TRUSTEES~~<sup>TRUSTEE</sup> AND TRUST FUND**

*Section 1.01.* This Trust shall be entitled the Metropolitan Water Reclamation District Retiree Health Care Trust (hereinafter referred to as the “*Trust*”), and shall ~~carry into effect~~<sup>fund</sup> the ~~provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference~~<sup>post-employment health benefits provided under the Plan</sup>. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, ~~any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.~~

*Section 1.02.* All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the “Trust Fund.” ~~All right, title and interest in and to the assets of the~~

*Section 1.03.* The Trust Fund shall ~~be at all times, vested exclusively in the Plan.~~

~~*Section 1.03.* The Trustee shall receive, take and hold any contributions paid to the Trustee inconsist of such cash or ~~in~~ other property acceptable to the Trustee. All contributions so received as shall from time to time be transferred to the Trustee by the District, together with the income ~~therefrom~~ and any other increment thereon ~~shall be held, managed and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest hereon.~~~~

## **ARTICLE II**

### **GENERAL DUTIES OF TRUSTEE**

~~*Section 2.01.* It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trust’s name. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Treasurer of the District, or agents, custodians, or both.~~

~~*Section 2.02.* At the direction of the Administrator, the Trustee shall pay benefits required under the Plan.~~

~~*Section 2.03.* It shall be the duty of the Treasurer, and any other individuals so designated by the Trustee, to submit an annual report to the Trustee. The report shall include the following:~~

- ~~(1) — A balance sheet, showing the financial conditions of the Trust as of the end of the calendar year;~~
- ~~(2) — A statement of receipts and disbursements during such year;~~
- ~~(3) — A statement showing changes in the asset, liability, reserve and surplus accounts during such year;~~
- ~~(4) — A detailed statement of investments as of the end of the year; and~~
- ~~(5) — Any additional information as is deemed necessary for proper interpretation of the condition of the Trust or as required by the Government Accounting Standards Board.~~

~~*Section 2.04.* It shall be the duty of the Director of Finance/Clerk, and any other individuals so designated by the Trustee, to provide for a financial audit of the Trust on at least an annual basis. The cost of conducting the audit shall be the responsibility of the Trust.~~

~~*Section 2.05.* The Administrator of the Plan shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.~~

## **ARTICLE III**

### **CONTRIBUTIONS**

~~Section 3.01.~~ All such transfers shall be irrevocable. The Trustee shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement. The Trustee shall have no duty to require any contributions to be made to the Trustee by the District or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan. At no time shall any part of the Trust Fund be used for or diverted to any purpose other than for the exclusive purpose of providing post-employment benefits to certain retired employees and their dependents.

## ARTICLE II

### GENERAL DUTIES OF TRUSTEE

Section 2.01. The Trustee shall hold title to assets held in respect of the Plan in the Trust's name. The Trustee shall hold, administer, collect the income of and make payments from the Trust Fund, all as hereinafter provided. The Trustee shall have only those powers, rights, duties and responsibilities expressly set forth in this Trust Agreement.

Section 2.02. The Trustee may retain agents, advisors and legal counsel as it deems advisable or proper in connections with its duties and to pay such agents, advisors and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents, advisors and legal counsel or for the acts done in good faith and in reliance upon the advice of such agents, advisors and legal counsel, provided it has used reasonable care in selecting such agents, advisors and legal counsel.

Section 2.03. The Trustee shall not be responsible in any respect for the administration of the Plan or the interpretation of the terms of the Plan.

## ARTICLE III~~ARTICLE IV~~

### **INVESTMENT POWERS AND DUTIES OF THE TRUSTEE**

~~Section 4.01.~~ ~~If Trust assets are not held exclusively in mutual funds or exchange traded funds, the Trustee may appoint one or more investment managers to manage and control all or part of the assets of the Trust.~~

Section 3.01. The Trustee shall adopt an Investment Policy which shall set out the investments in which the Trust Fund may be invested and which may set out investment goals, objectives and other guidelines.

Section 3.02. The Treasurer of the District shall be shall be responsible for managing and directing the investment of the Trust Fund, provided that, if consistent with the Investment Policy described in 3.01, the Treasurer may, with the approval of the Board

of Commissioners of the District, enter into, or direct the Trustee to enter into, a contract or contracts with one or more investment managers for the purpose of providing the investment management services required hereunder.

Section 3.03. ~~Section 4.02.~~ The Trustee shall have ~~total discretion and authority with regard to the investment of the assets of the Trust to which it holds title. The Trustee is authorized and empowered to delegate to the Treasurer of the District, and other individuals as deemed appropriate,~~ the following powers, ~~rights and duties, each of~~ which shall be ~~subject to~~ exercised at the approval direction of the ~~Trustee~~ Treasurer of the District:

- (a) To purchase and cause stocks, bonds, exchange-traded funds, mutual funds, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
- (b) To employ ~~such agents,~~ investment advisors or investment managers and legal counsel ~~as it deems advisable or proper in connection with its duties~~ recommended by the Treasurer and approved by the Board of Commissioners or by the OPEB Trust Executive Committee appointed by the Board of Commissioners (the "OPEB Trust Committee") or by another delegate and to pay such ~~agents,~~ advisors and managers and legal counsel a reasonable fee. ~~The Trustee shall not be liable for the acts of such agents, advisors and legal counsel for the acts done in good faith and in reliance upon the advice of such agents, advisors and legal counsel, provided it has used reasonable care in selecting such agents, advisors and legal counsel;~~
- (c) ~~(e)~~ To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
- (d) To buy, sell, convey or transfer, invest and reinvest any part of each and every kind of investment listed above in Section ~~4.23.03~~ 4.23.03(a).

Section 3.04. ~~Section 4.03.~~ Notwithstanding anything to the contrary herein, the assets of the Trust shall be held by the Trustee as titleholder only. ~~Persons holding custody or possession of assets titled to the Trust shall include the District, the investment manager, and any agents and subagents.~~ The Treasurer of the District is authorized to establish depository accounts for and in the name of the Trust.

Section 3.05. ~~Section 4.04.~~ Notwithstanding anything to the contrary herein, the District or, if so designated by the District, the investment manager or another agent of the District, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The District will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

Section 3.06. ~~Section 4.05.~~ The Trustee shall and hereby does indemnify and hold harmless the District from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the

Trustee's failure to follow the directions of the District, the investment manager, or agents thereof; (b) any disbursements made without the direction of the District, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Trust.

~~Section 4.06.—In making investments, the Trustee shall consider, among other factors, the short and long term financial needs of the Plan on the basis of information furnished by the District.~~

~~Section 4.07.—All investments made pursuant to the Plan and Trust shall comply with the laws of the State of Illinois.~~

Section 3.07. The Trustee shall not be liable for the acts of such agents, advisors and legal counsel employed by it as provided in Section 3.03(b) or for the acts done in good faith and in reliance upon the advice of such agents, advisors and legal counsel.

#### ARTICLE IV~~ARTICLE V~~

#### DISBURSEMENTS AND EXPENSES

Section 4.01. ~~Section 5.01.—~~The ~~District~~Trustee shall make such payments from the Trust Fund to and/or for the benefit of Plan participants at such ~~time~~times, to such persons and in such amounts as shall be specified by the Administrator of the Plan (as defined in the Plan). The Trustee shall be fully protected if it acts in accordance with a written direction signed by a person the Trustee reasonably believes is authorized by to act for the provisions of the Plan Administrator or if it fails to act in the absence of such a direction. The Trustee shall have no duty to make any investigation or inquiry as to the propriety of any such direction.

Section 4.02. ~~Section 5.02.—~~The District and Trustee may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and may be paid from the Trust upon the direction of the Trustee.

#### ARTICLE V~~ARTICLE VI~~

#### ACCOUNTING AND AUDITING

Section 5.01. ~~Section 6.01.—~~The Trustee shall not be required to keep account of the investments, receipts, disbursements, and other transactions of the Trust. All accounts, books, and records relating thereto shall be maintained by or at the direction of the ~~Administrator~~Treasurer of the District, who shall comprehensively report the status of the Trust account at the end of each calendar quarter to the OPEB Trust Committee or to such other person or committee as the Board of Commissioners may designate.

~~Section 6.02.—As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Administrator.~~

**Section 5.02.** It shall be the duty of the Treasurer of the District, and any other individuals so designated by the Trustee, to submit an annual report to the Trustee. The report shall include the following:

- (1) A balance sheet, showing the financial conditions of the Trust as of the end of the calendar year.
- (2) A statement of receipts and disbursements during such year;
- (3) A statement showing changes in the asset, liability, reserve and surplus accounts during such year;
- (4) A detailed statement of investments as of the end of the year; and
- (5) Any additional information as is deemed necessary for proper interpretation of the condition of the Trust or as required by the Government Accounting Standards Board.

**Section 5.03.** ~~**Section 6.03.**~~ It shall be the duty of the Director of Finance/Clerk and any other individuals so designated by the Trustee ~~shall~~to have the financial statements and records of the Trust audited by an independent auditor at least once each year, or as often as deemed necessary. The purpose of such audit shall be to obtain expert opinion or reasonable assurance that the financial statements accurately depict the financial position of the Trust, and that the results of the operation of the Trust are free of material misstatement. The prescribed audits shall include examination of the financial records and evidence supporting net asset values of the Trust, the changes in net assets available for the benefit of the participants and the disclosures in the financial statements. Such audits shall also include assessment of the accounting principles used and significant estimates made by Plan management, and an evaluation of the overall financial statement presentation.

## **ARTICLE VI** ~~**ARTICLE VII**~~

### **MISCELLANEOUS PROVISIONS**

**Section 6.01.** ~~**Section 7.01.**~~ Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.

**Section 6.02.** ~~**Section 7.02.**~~ No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.

**Section 6.03.** ~~**Section 7.03.**~~ The District shall have the right at all reasonable times during the term of this Trust and for three (3) years after the termination of this Trust ~~Document~~Agreement to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Trust Document and the Trustees' performance hereunder.

## ARTICLE VII~~ARTICLE VIII~~

### AMENDMENT AND TERMINATION

Section 7.01. ~~Section 8.01.~~ The District reserves the right to ~~alter,~~ amend, or terminate this Trust at any time for any reason with the written consent of the Trustee, provided that no amendment may provide for the use of Trust assets for any purpose other than for the exclusive benefit of certain retired employees and their dependents to fund benefits provided under the Plan. Any ~~such~~ amendment must be in writing and shall become effective as of the date of the Trustee's execution of its consent.

Section 7.02. ~~Section 8.02.~~ Upon termination of this Trust and upon the satisfaction of all liabilities under the Plan ~~to provide such benefits,~~ any ~~amount of Employer contributions, plus accrued earnings thereon, remaining must be returned~~ remaining assets of the Trust Fund shall revert to the District.

## ARTICLE VIII~~ARTICLE IX~~

### LIMITED EFFECT OF PLAN AND TRUST

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the District or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Trust Document or by applicable law.

## ARTICLE IX~~ARTICLE X~~

### PROTECTIVE CLAUSE

Neither the District, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

## ARTICLE X~~ARTICLE XI~~

### MISCELLANEOUS

~~Section 11.01.~~ This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Member of this Plan.



~~Section 11.02. No benefit which shall be payable out of the Trust Fund to any person shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law. Except, however, this provision shall not apply to the extent a person is indebted to the Plan, for any reason, under any provision of this Agreement and at the time a distribution is to be made to or for his benefit, such proportion of the amount distributed as shall equal such indebtedness shall be paid by the Trustee to the Trustee or the Administrator, at the direction of the Administration to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or beneficiary must be given written notice by the Administrator that such indebtedness is to be deducted in whole or part from his benefits. If the Participant or beneficiary does not agree that the indebtedness is a valid claim against his benefits, he shall be entitled to a review of the validity of the claim in accordance with procedures provided in the Plan.~~

~~In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.~~

Section 10.01. Neither the establishment of this Trust, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any employee, retired employee or other person any legal or equitable right against the Trustee, the Plan, the District, or any officer, employee or member of any thereof, except as herein expressly provided; and in no event shall the terms or conditions of employment of any employee, or the control of the District over the same, be modified or in any manner affected hereby.

Section 10.02. ~~Section 11.03.~~ This Plan Trust Agreement shall be construed and enforced according to the ~~Aet~~Code and the laws of the State of Illinois, other than its laws respecting choice of law, to the extent not pre-empted by the Internal Revenue Code.

Section 10.03. ~~Section 11.04.~~ Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

~~Section 11.05. Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee and the Employer, either of whom may require such Member, legal representative, beneficiary, guardian or committee, as a condition precedent to such payment, to~~



~~execute a receipt and release thereof in such form as shall be determined by the Trustee or Employer.~~

IN WITNESS WHEREOF, the Employer and the Trustee have executed this ~~Declaration~~ Amended and Restated Agreement by their respective duly authorized officers, ~~as of the date first hereinabove mentioned.~~

FOR ~~THE~~ THE METROPOLITAN WATER  
RECLAMATION  
DISTRICT OF GREATER CHICAGO, AS  
EMPLOYER AND TRUSTEE

THE METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO

By \_\_\_\_\_  
~~— Gloria Alitto Majewski~~  
Frank Avila  
Chairman, Committee on Finance

By \_\_\_\_\_  
~~— Harold G. Downs~~  
Mary Ann Boyle  
Treasurer

By \_\_\_\_\_  
~~— Patrick J. Foley~~  
Beverly K. Sanders  
Director of ~~Personnel~~ Human Resources

By \_\_\_\_\_  
~~— Richard Lanyon~~  
~~— General Superintendent~~  
Brian A. Perkovich  
Executive Director

ATTESTED TO BY:

\_\_\_\_\_  
Jacqueline Torres  
Clerk of the Metropolitan Water Reclamation  
District of Greater Chicago

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

APPROVED AS TO FORM AND LEGALITY:

---

[Lisa A. Goldberg](#)

Deputy ~~Attorney~~ General Counsel

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~~Attorney~~

[Susan T. Morakalis](#)

General Counsel

Document comparison by Workshare 10.0 on Tuesday, February 18, 2020  
9:18:54 AM

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Format changed	0
Total changes	279



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0181**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance Committee

**File Type:** Agenda Item

**Agenda Number:** 9

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Authority to Transfer \$20,000,000.00 of Accumulated Investment Interest Income to the Metropolitan Water Reclamation District Retirement Fund pursuant to the provisions of 70 ILCS 2605/5.9

Dear Sir:

The District's 2020 Budget details financing to provide an equity transfer to the Retirement Fund for an additional payment of \$20,000,000.00 into the District's pension fund. The funding will be allocated from accumulated investment interest income as follows: \$9,000,000.00 from the Capital Improvements Bond Fund, \$3,000,000.00 from the Bond Redemption and Interest Fund, \$6,000,000.00 from the Corporate Working Cash Fund, \$1,000,000.00 from the Construction Working Cash Fund, and \$1,000,000.00 from the Stormwater Working Cash Fund. Therefore, the total accumulated investment interest income requested for transfer to the Metropolitan Water Reclamation District Retirement Fund is \$20,000,000.00.

It is requested that, pursuant to the provisions of 70 ILCS 2605/5.9, the Treasurer be authorized to transfer \$20,000,000.00 from the above funds to the Metropolitan Water Reclamation District Retirement Fund to provide for additional 2020 funding for the pension program.

Requested, Mary Ann Boyle, Treasurer, MAB:WNS:st

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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0210**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Procurement Committee

**File Type:** Report

**Agenda Number:** 10

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Report on rejection of bids for Contract 19-366-11, Public Tender of Bids to Lease for thirty-Nine (39) Years 19.67 Acres of District Real Estate Located Between I-294 and La Grange Road in Willow Springs, Illinois; Main Channel Parcel 31.01, estimated cost \$514,000.00

Dear Sir:

On September 5, 2019, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 19-366-11, Public Tender of Bids to Lease for thirty-Nine (39) Years 19.67 Acres of District Real Estate Located Between I-294 and La Grange Road in Willow Springs, Illinois; Main Channel Parcel 31.01.

In response to a public advertisement of September 25, 2019, a bid opening was held on October 15, 2019. The bid tabulation for this contract is:

LAGRANGE WS LLC

\$515,000.00

After review of the financial and background information submitted by LaGrange WS LLC, the sole bidder, staff has concluded that the bidder does not demonstrate the financial responsibility to meet the annual rent requirement, as required in the bid documents. The entity (LaGrange WS LLC) has no financial history, assets, or bank statements that can be reviewed or verified; so this firm did not demonstrate the financial responsibility to be awarded the lease consistent with the District's leasing statute (70ILCS 2605/8c). The Law Department recommends that the sole bidder, LaGrange WS LLC be rejected. The Director of Procurement and Materials Management concurs and has informed LaGrange WS LLC of this action.

The contract will be re-advertised in the near future.

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



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0212

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Procurement Committee

**File Type:** Report

**Agenda Number:** 11

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Report of bid opening of Tuesday, February 11, 2020

Dear Sir:

Bids were received and opened on 2/11/2020 for the following contracts:

CONTRACT 13-248-5F STREAMBANK STABILIZATION ON MELVINA DITCH

LOCATION: MELVINA DITCH RESERVOIR

ESTIMATE: \$10,877,685.25

GROUP: TOTAL

RAUSCH INFRASTRUCTURE, LLC	\$9,847,000.00
INDUSTRIA, INC.	\$9,947,947.00
DUNTEMAN COMPANY, R.W.	\$10,835,000.00
PATH CONSTRUCTION COMPANY, INC.	\$10,883,871.90
PAN-OCEANIC ENGINEERING CO., INC.	\$10,981,000.00
IHC CONSTRUCTION COMPANIES, LLC	\$12,140,000.00

BIDDERS NOTIFIED: 1112      PLANHOLDERS: 67

CONTRACT 18-803-32 GRAVITY CONCENTRATION TANK REHABILITATION AT THE  
CALUMET WATER RECLAMATION PLANT (RE-BID)

LOCATION: CALUMET

ESTIMATE: \$2,300,000.00

GROUP: TOTAL

INDEPENDENT MECHANICAL INDUSTRIES, INC.	\$2,295,800.00
IHC CONSTRUCTION COMPANIES, LLC	\$2,360,000.00
JOSEPH J. HENDERSON & SON, INC.	\$2,458,000.00
BROADWAY ELECTRIC, INC.	\$2,663,000.00

BIDDERS NOTIFIED: 1181      PLANHOLDERS: 61

CONTRACT 20-611-11 REPAIRS AND ALTERATIONS TO VARIOUS WATER  
RECLAMATION FACILITIES

LOCATION: VARIOUS

ESTIMATE: \$13,430,500.00

File Number: 20-0212

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## GROUP: TOTAL

INDEPENDENT MECHANICAL INDUSTRIES, INC.	\$13,623,128.00
ANCHOR MECHANICAL, INC.	\$20,487,858.00

BIDDERS NOTIFIED: 956      PLANHOLDERS: 55

## CONTRACT 20-632-11 FURNISHING AND DELIVERING SODIUM HYPOCHLORITE

LOCATION: VARIOUS

ESTIMATE: \$4,206,963.00

## GROUP: TOTAL

ALEXANDER CHEMICAL CORPORATION	\$3,322,535.73
ROWELL CHEMICAL CORPORATION	\$3,553,744.44
OLIN CORPORATION	\$4,401,809.30

BIDDERS NOTIFIED: 353      PLANHOLDERS: 16

## CONTRACT 20-655-11 MANHOLE AND INFRASTRUCTURE REPAIRS

LOCATION: VARIOUS

ESTIMATE: \$600,000.00

## GROUP: TOTAL

ED WEATHERSBY & SONS PLUMBING, WATER & SEWERS, INC.	\$544,163.00
SUMIT CONSTRUCTION CO., INC.	\$555,655.00
MISFITS CONSTRUCTION COMPANY	\$583,075.00
NORTHWEST GENERAL CONTRACTORS, INC.	\$587,265.00
PAN-OCEANIC ENGINEERING COMPANY, INC.	\$594,635.00

BIDDERS NOTIFIED: 582      PLANHOLDERS: 38

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





# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0214

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Procurement Committee

**File Type:** Report

**Agenda Number:** 12

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Report of bid opening of Tuesday, February 25, 2020

Dear Sir:

Bids were received and opened on 2/25/2020 for the following contracts:

CONTRACT 14-372-3SR DROP SHAFT 5 INSPECTION AND REHABILITATION, NSA  
LOCATION: NORTH SERVICE AREA  
ESTIMATE: \$3,610,000.00  
GROUP: TOTAL  
NO BIDS RECEIVED

BIDDERS NOTIFIED: 1542      PLANHOLDERS: 53

CONTRACT 20-659-11 AGRICULTURAL MANAGEMENT, AGRICULTURAL FIELD-SIDE  
MOWING, AND FENCE INSTALLATION AND REPAIR AT FULTON COUNTY, ILLINOIS  
LOCATION: MOB  
ESTIMATE: \$1,260,000.00

GROUP: A AGRICULTURAL MANAGEMENT  
C&J MOWING AND FENCING LLC      \$476,664.00  
INDEPENDENT MECHANICAL INDUSTRIES, INC.      \$529,792.00  
GROUP: B AGRICULTURAL FIELD-SIDE MOWING  
INDEPENDENT MECHANICAL INDUSTRIES, INC.      \$544,500.00  
FINER FINISH GROUNDS CARE LLC      \$576,675.00  
MATTHEWS PROPERTY SERVICE      \$578,565.00  
C&J MOWING AND FENCING LLC      \$580,470.00  
CENTRAL LANDSCAPING      \$643,500.00

GROUP: C FENCE INSTALLATION AND REMOVAL  
C&J MOWING AND FENCING LLC      \$177,392.20  
MATTHEWS PROPERTY SERVICE      \$195,181.74

BIDDERS NOTIFIED: 397      PLANHOLDERS: 26

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



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0177**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Authorization

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 13

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authorization for payment to Barnes & Thornburg LLP for the 2020 Federal Water Quality Coalition membership dues in the amount of \$12,500.00, Account 101-15000-612280

Dear Sir:

Authorization is requested to make payment to Barnes & Thornburg LLP for the 2020 Federal Water Quality Coalition (Coalition) membership dues in the amount of \$12,500.00. The term of the District's membership is January 1, 2020 to December 31, 2020.

The Coalition is a group of industrial companies, municipalities, agricultural parties, and trade associations. The Coalition's members are directly affected by, or have members that are directly affected by, regulatory requirements imposed under the Clean Water Act. The Coalition participates in federal and regional water quality rulemakings, initiatives, and guidance development, through negotiation, written comments, and litigation. The Coalition's goal is to ensure that water quality programs are focused, flexible, and founded on sound science. The Coalition addresses many issues, including Total Maximum Daily Loads, National Pollutant Discharge Elimination System permitting issues, Stormwater permits, mercury issues, and water quality standards. These activities are managed by the Coalition's coordinator, Barnes & Thornburg LLP.

Inasmuch as Federal Water Quality Coalition membership is not available through any other source, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

It is hereby recommended that the Board of Commissioners authorize payment, by direct voucher, to Barnes & Thornburg LLP, in the amount of \$12,500.00. Funds are available in Account 101-15000-612280.

Requested, Eileen M. McElligott, Administrative Services Officer, JRM:TG:PS  
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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0205**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Authorization

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 14

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authorization to amend the scope of work and agreement with Stantec, Inc., (formerly MWH Americas, Inc.), for professional engineering post award services for Contract 04-202-4F, Account 401-50000-612470, Purchase Order 3100694

Dear Sir:

On August 12, 2010, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement with MWH Americas, Inc., for professional post award engineering services for Contract 04-202-4F, Connecting Tunnels and Gates, Thornton Composite Reservoir, Calumet Service Area, in an amount not to exceed \$9,290,289.65. The contract expires on December 31, 2020.

As of March 6, 2020, the attached list of change orders has been approved. The effect of the change order resulted in an increase in the amount of \$25,000.00 from the original amount awarded of \$9,290,289.65. The current contract value is \$9,315,289.65. The prior approved change order reflects a 0.27% increase to the original contract value.

MWH Americas, Inc. was purchased by Stantec, Inc. and on August 1, 2018, the original purchase order was closed and new purchase order 3100694 was issued to Stantec for the balance of \$3,377,367.33. Currently, \$3,079,799.71 are remaining on the purchase order.

Subsequent to issuance of the purchase order for this contract, the City of Chicago approved the development of the Lincoln Yards North (LYN) project along the Chicago River from North Avenue to Webster Avenue. Several infrastructure improvements are planned for the new development, including modifications to the sewer infrastructure, that will be completed by the developer. The LYN development will also use green infrastructure and have separate storm sewers that discharge directly to the river, reducing the overall amount of flow to the combined sewer system. However, in reviewing the proposed modifications, staff identified that existing City of Chicago outfalls near Webster Avenue, Armitage Avenue, and Cortland Street were never adequately tied into the Mainstream Tunnel, and subsequent modeling confirmed that CSOs can occur during a six (6) month or larger storm event unless an additional connection to TARP is constructed. A new dropshaft and connection to TARP within the proposed Armitage Avenue right-of-way would increase the level of protection to greater than a five-year storm, which is consistent with most of the infrastructure in the City. Since the site is currently vacant but soon to be heavily developed, the design and construction of this work needs to be

expedited.

Professional engineering services for the design and post-award engineering of the new dropshaft, connection structures, live tunnel connection and all appurtenances is required. Stantec has intimate knowledge of the Tunnel and Reservoir Plan (TARP) system, having designed many TARP tunnels and shafts within the system and has performed similar work under this agreement. Engagement with Stantec under the existing agreement presents the most expeditious manner to provide the required professional engineering services. It is estimated that the additional engineering work can be completed for less than \$200,000.00, but a contract increase is not required since some of the original scope of work and budget for the contract was not fully used. Stantec is committed to continuing to meet the Diversity Goals on this project (20 percent Minority-owned Business Enterprises, 10 percent Women-owned Business Enterprises and 10 percent Small Business Enterprises) with the new scope of work. A separate Board Letter requesting authority to add the construction project will be submitted in the future.

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 Director of Procurement and Materials Management be authorized to amend the scope of work and agreement with Stantec, Inc., with no change in total contract amount.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:KMF  
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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0184**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Authority to  
Advertise

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 15

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to advertise Contract 20-613-11, Scavenger Services at Various Service Areas, estimated cost \$3,883,400.00, Accounts 101/501-50000/66000/67000/68000/69000-612520, Requisitions 1538453, 1538452, 1537450, 1538459, 1538445, 1538446 and 1538068

Dear Sir:

Contract documents and specifications have been prepared for the procurement of Scavenger Services at Various Service Areas, at the request of the Maintenance and Operations Department.

The purpose of this contract is to procure scavenger services, including the furnishing of empty waste containers, periodic removal and lawful disposal of filled waste containers and replacement of the filled waste containers with empty containers at the Stickney, Calumet, O'Brien, Kirie, Egan and Hanover Park Water Reclamation Plants, and the Lockport Powerhouse. Services will also include collection of emergency waste, recyclable trash, general trash, debris, screenings, landscaping waste, grit and scum which are regularly generated from normal and routine operations at the aforementioned District facilities.

The estimated cost for this contract is not to exceed \$3,883,400.00. The estimated 2020, 2021, 2022 and 2023 expenditures are not to exceed \$654,590.00, \$1,312,000.00, \$1,336,150.00 and \$580,660.00, respectively.

The Multi-Project Labor Agreement (MPLA) will not be included in this contract because of the specialized nature of the work, which includes the transportation and disposal of material classified as "special waste," which requires appropriate State of Illinois chemical analysis, licenses, disposal and site permits.

The Affirmative Action Ordinance, Revised Appendix D will not be included in this contract because the labor, supervision and other specialized requirements of this contract do not provide practical opportunities for direct or indirect subcontracting.

The tentative schedule for this contract is as follows:

Advertise	April 29, 2020
Bid Opening	May 19, 2020
Award	June 18, 2020

File Number: 20-0184

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Completion                      July 15, 2023

Funds are available in 2020 in Accounts 101/501-50000/66000/67000/68000/69000-612520. Funds for the subsequent years, 2021, 2022 and 2023, are contingent upon 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 20-613-11.

Requested, John P. Murray, Director of Maintenance & Operations, EJS:BK:MAG:JR: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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0185**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Authority to  
Advertise

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 16

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to advertise Contract 20-627-11, Repairs to Air Compressors and Air Dryers at Various Locations, estimated cost \$129,500.00, Accounts 101-67000/68000/69000-612600/612650, Requisitions 1538725, 1538726, and 1538728

Dear Sir:

Contract documents and specifications have been prepared for Contract 20-627-11, Repairs to Air Compressors and Air Dryers at Various Locations, at the request of the Maintenance and Operations Department.

The purpose of this contract is to obtain the repair services of trained and qualified field technicians and all necessary labor, tools, materials, equipment, parts and appurtenances necessary for contingency and emergency repairs to air compressors and air dryers, at various locations for a three-year period.

The estimated cost for this contract is \$129,500.00. The estimated 2020, 2021, 2022 and 2023 expenditures are \$21,887.00, \$43,100.00, \$43,100.00 and \$21,413.00, respectively.

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

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

The tentative schedule for this contract is as follows:

Advertise	April 22, 2020
Bid Opening	May 19, 2020
Award	June 4, 2020
Completion	June 30, 2023

Funds for 2020 are available in Accounts 101-67000/68000/69000-612600/612650. Funds for the subsequent years, 2021, 2022 and 2023, 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 20-627-11.

Requested, John P. Murray, Director of Maintenance & Operations, EJS:BK:MAG:JR:JMC  
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 March 5, 2020





# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0215**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Authority to  
Advertise

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 17

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to advertise Contract 20-073-11 Furnish and Deliver Miscellaneous Lab Accessories to Various Locations for a One (1) Year Period, estimated cost \$45,000.00, Account 101-20000-623570

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver lab chemicals to various locations for a one (1) year period, beginning approximately June 1, 2020 and ending May 31, 2021.

The purpose of this contract is to furnish and deliver miscellaneous lab accessories to the District's storerooms to maintain sufficient inventory levels that are required for the day-to-day operational needs of the District.

The estimated cost for this contract is \$45,000.00.

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 Ordinance, Revised Appendix D and Appendix V are not included in this contract because it is not a construction related contract.

The tentative schedule for this contract is as follows:

Advertise	March 18, 2020
Bid Opening	April 7, 2020
Award	May 7, 2020
Completion	May 31, 2021

Funds are available in Account 101-20000-623570.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 20-073-11.

*File Number: 20-0215*

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Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management,  
DAL:SEB:MS:cc  
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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0183**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Issue Purchase  
Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 18

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue a purchase order and enter into an agreement with V3 Wetland Restoration, L.L.C. for wetland mitigation banking services in connection with contract 11-187-3F, Addison Creek Channel Improvements, in an amount not to exceed \$80,750.00, Account 501-50000-645690, Requisition 1540089

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with V3 Wetland Restoration, L.L.C. for wetland mitigation banking services in connection with contract 11-187-3F, Addison Creek Channel Improvements.

At the February 11, 2011 Board of Commissioners meeting, the Board of Commissioners provided policy direction regarding wetland mitigation on District projects. It concurred that the preferred approach to wetland mitigation would be a mitigation banking option where credits are purchased from an approved wetland mitigation bank.

In order to obtain a U.S. Army Corps of Engineers (USACE) permit for construction of the subject project, the District is required to mitigate 0.63 acres of wetlands impacted by the project by purchasing either 0.63 acres of certified wetland credits or 0.95 acres of uncertified wetland credits from an approved wetland mitigation bank.

Requests for Proposals to provide either 0.63 acres of certified wetland credits or 0.95 acres of uncertified wetland credits were sent to all wetland mitigation banks within northeastern Illinois as identified on a list of approved wetland mitigation banks maintained by the USACE. All wetland mitigation banks listed meet the level of expertise required by USACE for wetland mitigation banking. Proposals were due January 24, 2020. Two wetland mitigation banks, owned by V3 Wetland Restoration, L.L.C. and by Wetland Research, Inc. were responsive. The wetland mitigation banks were evaluated strictly based on their price per credit. All wetland mitigation credits fulfill the same purpose with respect to USACE permitting requirements and are of equal value to the District.

V3 Wetland Restoration, L.L.C. provided the lowest proposal, at \$80,750.00 for 0.95 uncertified wetland credits from their Gray Willows Wetland Mitigation Bank. Wetland mitigation credits will be acquired as a one-time payment and will be effective the date the agreement, which

shall be subject to the approval of the Law Department as to form and legality, is signed by V3 Wetland Restoration, L.L.C.

V3 Wetland Restoration, L.L.C. is registered and in good standing with the State of Illinois.

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

Inasmuch as the firm of V3 Wetland Restoration, L.L.C. possess the required qualifications, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into agreement without advertising, per Section 11.4 of the Purchasing Act, in an amount not to exceed \$80,750.00.

Funds are available in Account 501-50000-645690.

Requested, Catherine A. O'Conner, Director of Engineering, WSS, JK  
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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0189**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Issue Purchase  
Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 19

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order to DLT Solutions, LLC, for SolarWinds Software License Renewal, in an amount not to exceed \$15,365.85, Account 101-27000-612820, Requisition 1539869

Dear Sir:

Authorization is requested to issue a purchase order to DLT Solutions, LLC for SolarWinds software license renewal for a one-year period under General Services Administration (GSA) Joint Purchasing Contract GS-35F-267DA. The District has the ability to participate in GSA contracts under the Government Joint Purchasing Act, 30 ILCS 525/0.01 et.seq. The term of coverage for the SolarWinds software and software license renewal is from April 27, 2020 through April 27, 2021.

GS-35F-267DA is a GSA Schedule 70 Contract which offers a wide range of software and accompanying services through licensing agreements. The GSA currently has a competitively bid contract with DLT Solutions, LLC for the purchase of SolarWinds software and software license renewal. The invitation to bid was issued to establish a contract to enable authorized governmental units to purchase SolarWinds software and software license renewal during the contract period which began on April 11, 2016 and expires on April 10, 2021.

SolarWinds is network monitoring software used by the Information Technology Department to ensure the stability and reliability of the District's business network. Software license renewal is required annually and ensures that the District can continue to use the software and take advantage of free upgrades and security patches.

DLT Solutions, LLC, the sole source of products under GSA Contract GS-35F-267DA, has submitted prices for the SolarWinds software and software license renewal required. Inasmuch as DLT Solutions, LLC is the only source of supply for the goods required under GSA Contract GS-35F-267DA, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

DLT Solutions, LLC is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because the classification of work does not fall within the provisions of the MPLA.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to DLT Solutions, LLC in an amount not to exceed \$15,365.85.

Funds are available in Account 101-27000-612820.

Requested, John Sudduth, Director of Information Technology, JS:SK:BVS:vn  
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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0211**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Issue Purchase  
Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 20

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order for Contract 20-105-12 (Re-Bid), Inspection, Maintenance, and Repair of Lysimeters and Groundwater Monitoring Wells, to Patrick Engineering, Inc., in an amount not to exceed \$36,000.00, Account 101-16000-612490, Requisition 1527684

Dear Sir:

On September 19, 2019, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 20-105-11, Inspection, Maintenance, and Repair of Lysimeters and Groundwater Monitoring Wells. The contract will expire on December 31, 2021.

In response to a public advertisement of October 23, 2019, a bid opening was held on November 12, 2019. No bids were received for this contract.

In response to a public re-advertisement of January 8, 2020, a bid opening was held on January 28, 2020. The bid tabulation for this contract is:

PATRICK ENGINEERING, INC.	\$36,000.00
---------------------------	-------------

One thousand one hundred thirty-six (1,136) companies were notified of this contract being advertised and nineteen (19) companies requested specifications.

The Director of Procurement and Materials Management has reviewed the bidders' list for this contract and is satisfied that the market for this service has been adequately solicited. A planholders' survey revealed the following reasons for not bidding: outside their scope of work. In light of these findings, the Director of Procurement and Materials Management is of the opinion that the bid received is a fair and reasonable price, and nothing would be gained by rejecting the sole bid and re-advertising this contract.

Patrick Engineering, Inc., the sole bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$30,000.00, placing their bid of \$36,000.00 approximately 20 percent above the estimate.

The Multi-Project Labor Agreement was not included in this contract because the classification

of work does not fall within the provisions of the MPLA.

The Affirmative Action Ordinance, Revised Appendix D and Appendix V were not included in this contract because the estimate is less than the minimum threshold established by Section 4 of the Affirmative Action 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 20-105-12 (Re-Bid) to Patrick Engineering, Inc., in an amount not to exceed \$36,000.00.

No bid deposit was required for this contract.

Funds for the 2020 expenditure, in the amount of \$18,000.00, are available in Account 101-16000-612490. The estimated expenditure for 2021 is \$18,000.00. Funds for the 2021 expenditure is contingent on the Board of Commissioners' approval of the District's budget for that year.

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 March 5, 2020





# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0213

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Issue Purchase  
Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 21

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order for Contract 20-632-11, Furnishing and Delivering Sodium Hypochlorite, to Alexander Chemical Corporation, in an amount not to exceed \$4,206,963.00, Accounts 101-67000, 68000, 69000-623560, Requisitions 1528871, 1528446, 1528191, 1532414, 1530767, and 1531424

Dear Sir:

On December 5, 2019, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 20-632-11, Furnishing and Delivering Sodium Hypochlorite.

In response to a public advertisement of January 29, 2020, a bid opening was held on February 11, 2020. The bid tabulation for this contract is:

ALEXANDER CHEMICAL CORPORATION	\$3,322,535.73
ROWELL CHEMICAL CORPORATION	\$3,553,744.44
OLIN CORPORATION	*\$4,402,785.76
*corrected total	

Three hundred fifty-three (353) companies were notified of this contract being advertised and sixteen (16) companies requested specifications.

The quantities specified in the contract documents were used for the purpose of comparing bids and establishing unit prices. The total amount to be expended on this contract, should usage differ from the quantities, is not to exceed \$4,206,963.00.

Alexander Chemical Corporation, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$4,206,963.00, placing their bid of \$3,322,353.73 approximately 21 percent below the estimate.

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

The Affirmative Action Ordinance, Revised Appendix D and Appendix V were not included in

this contract because it is not a construction related contract.

There was no bid deposit required for this 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 20-632-11 to Alexander Chemical Corporation, in an amount not to exceed \$4,206,963.00.

The contract term shall commence five days after the date of the purchase order, and terminate thirty-six months thereafter, or upon expenditure of available funds, whichever occurs sooner.

Funds for the 2020 expenditure, in the amount of \$1,034,755.00, are available in Accounts 101-67000, 68000, 69000-623560. The estimated expenditures for 2021 are \$1,375,090.00, and for 2022 are \$1,375,090.00, and for 2023 are \$422,028.00. The expenditures for 2021, 2022, and 2023 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: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 March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0170

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Authority to Award  
Contract

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 22

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to award Contract 19-717-22 (Re-Bid), Furnish, Deliver, and Install an Upgraded Operator for TARP Gate I at the O'Brien Water Reclamation Plant, to Ornelas Construction Company, in an amount not to exceed \$775,201.00, Account 201-50000-645700, Requisition 1518109 *(As Revised)(Deferred from the February 20, 2020 Board Meeting)*

Dear Sir:

On May 2, 2019, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 19-717-21, Furnish, Deliver, and Install an Upgraded Operator for TARP Gate I at the O'Brien Water Reclamation Plant.

In response to a public advertisement of July 10, 2019, a bid opening was held on August 6, 2019. All bids were rejected as reported at the Board Meeting of September 5, 2019.

Authorization to increase cost estimate, from \$450,000.00 to \$850,000.00, was approved at the Board meeting of October 17, 2019.

In response to a public re-advertisement of December 4, 2019, a bid opening was held on January 28, 2020. The bid tabulation for this contract is:

ORNELAS CONSTRUCTION COMPANY	\$775,201.00
IHC CONSTRUCTION COMPANIES, L. L. C.	\$780,000.00

Seven hundred fifty-eight (758) companies were notified of this contract being advertised and twenty-seven (27) companies requested specifications.

Ornelas Construction Company, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$850,000.00, placing the bid of \$775,201.00, approximately 8.7 percent below the estimate.

Ornelas Construction Company has executed the Multi-Project Labor Agreement (MPLA) certificate as required. It is anticipated that the following trades will be utilized on this contract: carpenters, electricians, hoisters, ironworkers, machinists, millwrights, painters, pipefitters, plumbers, and truck drivers. The list of construction trades is not intended to confer any rights

or jurisdiction upon any union or unions.

Ornelas Construction Company is in compliance with the Affirmative Action Ordinance, Revised Appendix D and Appendix V as indicated on the attached report. The Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), and Veteran-Owned Business Enterprise (VBE) goals for this contract are 18 percent MBE, 8 percent WBE, and 3 percent VBE. Bidder offers MBE and WBE to satisfy the SBE requirements.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 19-717-22 (Re-Bid), to Ornelas Construction Company, in an amount not to exceed \$775,201.00, subject to the contractors furnishing a performance bond in form satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

The contractor shall commence work upon approval of the contractor's bond and complete all work within 400 calendar days.

The contract will employ approximately 10-15 people for the services.

Funds for the 2020 expenditures, in the amount of \$695,201.00, are available in Account 201-50000-645700. The estimated expenditures for 2021 are \$80,000.00. Funds for the 2021 expenditures are contingent on the Board of Commissioners' approval of the District's budget for that year.

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 March 5, 2020

Attachment

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

**DEPARTMENT:** General Administration  
Diversity Section

**DATE:** February 19, 2020

**TO:** John P. Murray, Director of Maintenance and Operations

**FROM:** Regina D. Berry, Diversity Administrator 

**SUBJECT:** Contract 19-717-22, Furnish, Deliver and Install an Upgraded Operator for TARP Gate 1 at the O'Brien Water Reclamation Plant (Re-bid)

**Bidder:** Ornelas Construction Company

The Bidder, Ornelas Construction Company has submitted company information and "MBE/WBE/SBE/VBE Business Verification Forms" for the firms identified on the subject contracts Affirmative Action Utilization Plan.

The MBE, WBE and SBE utilization goals, for the subject contract are 18% MBE, 8% WBE, 10% SBE and 3% VBE. The Affirmative Action goal category is "Construction Services". According to the bidder's Utilization Plan, the bidder has committed to the following goals:

<u>MBE</u>	<u>WBE</u>	<u>SBE</u>	<u>VBE</u>
18%	8%	*	3%

Therefore, Ornelas Construction Company, is in apparent compliance with the requirements of Affirmative Action Ordinance Revised Appendix D.

\*Bidder offers MBE and WBE to satisfy the SBE requirement

RDB:JHB

attachment

cc: LoCascio, Cornier, Morakalis, Bullock, Pulse, File

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REVISED JUNE, 2015

**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: Ornelas Construction Company

Contract No.: 19-717-22

Affirmative Action Contact & Phone No.: James Ornelas, (815) 462-7600

E-Mail Address: jimornelas@ornelasconstruction.com

Total Bid: \$775,201.00

**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 Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

**MBE UTILIZATION**

Name of MBE and contact person: Ornelas Construction Company, James Ornelas  
 Business Phone Number: 815-462-7600 Email Address: jimornelas@ornelasconstruction.com  
 Address: 12520 W. Horseshoe Drive, New Lenox, IL 60451  
 Description of Work, Services or Supplies to be provided: Furnish, Install and Deliver Upgraded Gate Operator for Tarp Gate #1  
 CONTRACT ITEM NO.: 1-5  
 Total Dollar Amount Participation: \$775,201.00

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: Quantum Crossings, Roger Martinez  
 Business Phone Number: 312-467-0065 Email Address: gwalton@quantumcrossing.com  
 Address: 111 W Wacker Drive, Suite 990, Chicago, IL 60601  
 Description of Work, Services or Supplies to be provided: Electrical Demolition/ Electrical Upgrade  
 CONTRACT ITEM NO.: 1-5  
 Total Dollar Amount Participation: \$101,800.00

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: \_\_\_\_\_  
 Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Description of Work, Services or Supplies to be provided: \_\_\_\_\_  
 CONTRACT ITEM NO.: \_\_\_\_\_  
 Total Dollar Amount Participation: \_\_\_\_\_

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)

The 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 Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

**WBE UTILIZATION**

Name of WBE and contact person: Autumn Construction  
 Business Phone Number: 630-588-9585 Email Address: susan.nelson@autumnconstruction.com  
 Address: 449 Eisenhower Lane South, Lombard, IL 60148

Description of Work, Services or Supplies to be provided: Furnish and Install Actuator and Accessories

CONTRACT ITEM NO.: 1

Total Dollar Amount Participation: \$62,500.00

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: \_\_\_\_\_  
 Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

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: \_\_\_\_\_  
 Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \_\_\_\_\_

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 Ornelas Construction Company I/We hereby acknowledge that  
 (name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised 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.

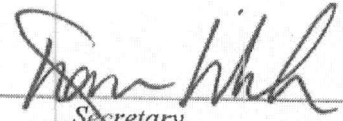
1/28/2020

Date

  
 Signature of Authorized officer

ATTEST:

James Ornelas, President  
 Print name and title

  
 Secretary

815-462-7600  
 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.

VBE COMMITMENT FORM

1. Name of VBE: Juneau Associates, Inc.  
 Identify MBE, WBE, SBE Status: VBE Address: 555 West Central Road, Suite 101  
 City, State, Zip Code: Hoffman Estates, IL 60192  
 Contact Person: Charles Juneau Telephone Number: 847-991-2004  
 eMail Address: bkulick@jaipc.com  
 Dollar Amount of Participation: \$ 23,500.00 Percent of Participation: 3 %  
 Scope of Work: Structural Engineering

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2. Name of VBE: \_\_\_\_\_  
 Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 eMail Address: \_\_\_\_\_  
 Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
 Scope of Work: \_\_\_\_\_

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3. Name of VBE: \_\_\_\_\_  
 Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 eMail Address: \_\_\_\_\_  
 Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
 Scope of Work: \_\_\_\_\_

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4. Name of VBE: \_\_\_\_\_  
 Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 eMail Address: \_\_\_\_\_  
 Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
 Scope of Work: \_\_\_\_\_

Attach a copy of qualifications for each VBE firm



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0186**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Increase PO/Change Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 23

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to increase Contract 17-640-11, Furnishing and Delivering Sodium Bisulfite, to PVS Chemical Solutions, Inc., in an amount of \$212,964.38 from an amount of \$1,755,208.76 to an amount not to exceed \$1,968,173.14, Accounts 101-67000/68000-623560, Purchase Orders 3093827 and 3093829

Dear Sir:

On April 6, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order for Contract 17-640-11, Furnishing and Delivering Sodium Bisulfite, to PVS Chemical Solutions, Inc., in an amount not to exceed \$2,224,784.00. The contract will expire on April 18, 2020.

As of February 20, 2020, the attached list of change orders has been approved. The effect of these change orders resulted in a decrease in an amount of \$469,575.24 from the original amount awarded of \$2,224,784.00. The current contract value is \$1,755,208.76. The prior approved change orders reflect a 21.1% decrease to the original contract value.

This 2020 increase is necessary to maintain continuous delivery of sodium bisulfite to the Egan, Hanover Park, Kirie, and Calumet Water Reclamation Plants until the new 2020 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 increase Contract 17-640-11, in an amount of \$212,964.38 (approximately 12.1% of the current contract value) from an amount of \$1,755,208.76 to an amount not to exceed \$1,968,173.14.

Funds are available in Accounts 101-67000/68000-623560.

Requested, John P. Murray, Director of Maintenance & Operations, EJS:BK:MAG:JR:SSG  
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

*File Number: 20-0186*

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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 March 5, 2020

Attachment

**CONTRACT: 17-640-11**

**As Of:** 2/20/2020      **Contract Type:** ZSF      **Title:** 17-640-11, Furnishing & Delivering Sodium Bisulfite

Prepared by:  
J. Ryan

**Group/Item:**      **Location:**      **Validity Dates:**      **Bid Deposit:**      **Final Completion:**

CWRP      04/19/17-04/18/20      \$56,700.00

EWRP      04/19/17-04/18/20

HPWRP      04/19/17-04/18/20

KWRP      04/19/17-04/18/20

Group/Item	Location	PO #	Vendor	Award Value	Change Order Incr/(Decr)	Adjusted Award Value	SAP PO Value	SAP SES Value	SAP Invoice Value	SAP Credit Memo Value	SAP Check Value	Pending Check Payment	PO Bal.
	CWRP	3093827	5010510 PVS Chemical Solutions, Inc.	2,040,484.00	(512,143.79)	1,528,340.21	1,528,340.21	1,210,934.36	1,191,331.81	-	1,191,331.81	19,602.55	337,008.40
	EWRP HPWRP KWRP	3093829	5010510 PVS Chemical Solutions, Inc.	184,300.00	42,568.55	226,868.55	226,868.55	210,178.52	210,178.52	-	210,178.52	-	16,690.03
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				2,224,784.00	(469,575.24)	1,755,208.76	1,755,208.76	1,421,112.88	1,401,510.33	-	1,401,510.33	19,602.55	353,698.43



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0190**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Increase PO/Change Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 24

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to increase and extend the purchase order with AT&T Corp., for Contract 16-RFP-06 Internet Services, in an amount of \$26,245.56, from an amount of \$252,827.69, to an amount not to exceed \$279,073.25, Account 101-27000-612210, Purchase Order 3093695

Dear Sir:

On January 5, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue purchase order and enter into an agreement for Contract 16-RFP-06 Internet Services with AT&T Corp., in an amount not to exceed \$290,958.48. The contract expires on February 29, 2020.

As of February 10, 2020, the attached list of change orders has been approved. The effect of these change orders resulted in a decrease in an amount of \$38,130.79 from the original amount awarded of \$290,958.48. The current contract value is \$252,827.69. The prior approved change orders reflect a 13% decrease to the original contract value.

The increase is needed to extend the purchase order for three months through May 31, 2020 while a new RFP is issued for internet services.

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 and extend the purchase order for Contract 16-RFP-06, Internet Services, in an amount of \$26,245.56 (10.4% of the current contract value), from an amount of \$252,827.69, to an amount not to exceed \$279,073.25.

Funds are available in account 101-27000-612210

Requested, John Sudduth, Director of Information Technology, JS:SK:BTS  
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management  
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

*File Number: 20-0190*

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Disposition of this agenda item will be documented in the official Regular Board Meeting  
Minutes of the Board of Commissioners for March 5, 2020

Attachment



Change Number	Text	Value	Initiator	Date	File Letter	COR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
0001	NOC: Re-establish PO in Unplanned Service Format	290,958.48 INC	NEUBAUERJ	01/24/2018				Approved	USSIMKHINM			
										0001	5892498	EINKBELEG
0002	02/01/18 BOC, #18-0001, IT	38,494.68 DEC	STANSFIELDB	01/31/2018				Approved	USSIMKHINM	0002	5897048	EINKBELEG
										0002	5897049	MM_SERVICE
										0002	5897050	MM_SERVICE
										0002	5897051	MM_SERVICE
										0002	5897052	MM_SERVICE
										0002	5897053	MM_SERVICE
										0002	5897054	MM_SERVICE
										0002	5897055	MM_SERVICE
0003	NOC move funds to pay final invoices	0.00 NOC	STANSFIELDB	01/14/2019				Approved	USSIMKHINM	0003	6157773	EINKBELEG
										0003	6157774	MM_SERVICE
										0003	6157775	MM_SERVICE
										0003	6157776	MM_SERVICE
										0003	6157777	MM_SERVICE
										0003	6157778	MM_SERVICE
0004	02/07/19 BOC, FY2018 CLOSEOUT, IT	151.94 DEC	STANSFIELDB	02/05/2019				Rejected	USSUDDUTHJ	0004	6169474	EINKBELEG
										0004	6169475	MM_SERVICE
										0004	6169476	MM_SERVICE
										0004	6169477	MM_SERVICE
										0004	6169478	MM_SERVICE
										0004	6169479	MM_SERVICE
0005	02/07/19 BOC, FY2018 CLOSEOUT, IT	151.94 DEC	STANSFIELDB	02/07/2019				Approved	USSIMKHINM	0005	6171579	EINKBELEG
										0005	6171590	MM_SERVICE
										0005	6171591	MM_SERVICE
										0005	6171592	MM_SERVICE
										0005	6171593	MM_SERVICE
										0005	6171594	MM_SERVICE
0006	Inc per BOC 19-0808 9/5/19	5,670.00 INC	STANSFIELDB	09/11/2019				Approved	USSIMKHINM	0006	6368194	EINKBELEG
										0006	6368195	MM_SERVICE
										0006	6368196	MM_SERVICE
0007	Net Zero Change to Pay Final 2019 Invoice	0.00 NOC	STANSFIELDB	01/29/2020				Approved	USSIMKHINM	0007	6470948	EINKBELEG
										0007	6470949	MM_SERVICE
										0007	6470960	MM_SERVICE
										0007	6470961	MM_SERVICE
										0007	6470962	MM_SERVICE
0008	02/06/20 BOC, FY2019 CLOSEOUT, IT	5,154.17 DEC	RILEYA	02/10/2020				Approved	USSIMKHINM	0008	6479386	EINKBELEG
										0008	6479387	MM_SERVICE
										0008	6479388	MM_SERVICE
										0008	6479389	MM_SERVICE



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0191**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Increase PO/Change Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 25

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to decrease purchase order with AT&T Corporation, for Contract 16-RFP-05 Point to Point Communications, in an amount of \$1,572.12, from an amount of \$75,951.12, to an amount not to exceed \$74,379.00, Account 101-27000-612210, Purchase Order 3096760

Dear Sir:

On October 5, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue purchase order and enter into an agreement for Contract 16-RFP-05 Point to Point Communications with AT&T Corporation, in an amount not to exceed \$34,586.64. The contract expired on September 30, 2019.

As of January 23, 2020, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$41,365.08, from the original amount awarded of \$34,586.64. The current contract value is \$75,951.12. The prior approved change orders reflect a 119.6 percent increase to the original contract value.

The current purchase order was funded to September 2019 per the original agreement executed on September 20, 2016. This included ASE services for communication between O'Brien and North Pumping Station for Maintenance and Operations telemetry networks. On November 8, 2017, the District entered into a new agreement with AT&T Corporation, as part of this contract, to increase the bandwidth of the ASE WAN service to accommodate the rollout of Microsoft Windows 10. The agreement extends the telemetry service through November, 2020. Pursuant to these changes, the Board of Commissioners authorized the increase and extension of the purchase order on January 23, 2020. This change order is to decrease and close the 2019 encumbrance.

This change order is in compliance with the Illinois Criminal Code since the change is germane to the contract.

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 for Contract 16-RFP-05 in an amount of \$1,572.12 (2% of the current contract value), from an amount of \$75,951.12, to an amount not to exceed \$74,379.00.

File Number: 20-0191

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Funds will be restored to Account 101-27000-612210.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:BTS  
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 March 5, 2020

Attachment

Change Number	Text	Value	Initiator	Date	File Letter	COR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
0001	Inc per BOC 20-0082 1-23-20	4,716.36 INC	STANSFIELDDB	01/23/2020				Approved	USSIMKHINM	0001	6465939	EINKBELEG
0002	Inc per BOC 20-0082 1-23-20 Step 2	36,648.72 INC	SIMKHINM	01/23/2020			X	Approved	USSIMKHINM	0002	6466168	EINKBELEG



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0193**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Increase PO/Change  
Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 26

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to decrease purchase order to AT&T Corporation, to Furnish and Deliver Telemetry Services in an amount of \$4,844.22, from an amount of \$985,246.48, to an amount not to exceed \$980,402.26, Account 101-27000-612210, Purchase Order 3102511

Dear Sir:

On July 12, 2018, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order to AT&T Corporation, to furnish and deliver telemetry services, in an amount not to exceed \$492,377.72. The contract expired on November 30, 2019.

As of February 19, 2020, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$492,868.76 from the original amount awarded of \$492,377.72. The current contract value is \$985,246.48. The prior approved change orders reflect a 100% increase to the original contract value.

Per the agreement with AT&T Corporation, the purchase order has been extended through November 30, 2020. The reason for this change order is to reduce and close the 2019 encumbrance.

This change order is in compliance with the Illinois Criminal Code since the change is germane to the contract.

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 \$4,844.22 (0.5% of the current contract value), from an amount of \$985,246.48, to an amount not to exceed \$980,402.26.

Funds will be restored to Account 101-27000-612210.

Requested, John Sudduth, Director of Information Technology, JS:SK:BTS:aar  
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

*File Number: 20-0193*

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Minutes of the Board of Commissioners for March 5, 2020.

Attachment

FO No.	:	3102511	Original Value:	492,377.72
Tracking No.	:	13002	Approved Value:	985,246.48
Vendor No.	:	5013954	Current Value :	985,246.48

Change Number	Text	Value	Initiator	Date	File Letter	COR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
0001	Reallocate funds per BOC 1/24/19 Item 19-0067	0.00 NOC	RYANJ	01/24/2019				Approved	USSIMKHINM			
										0001	6163726	EINKBELEG
										0001	6163727	MM_SERVICE
										0001	6163728	MM_SERVICE
										0001	6163729	MM_SERVICE
										0001	6163730	MM_SERVICE
										0001	6163731	MM_SERVICE
										0001	6163732	MM_SERVICE
										0001	6163733	MM_SERVICE
										0001	6163734	MM_SERVICE
										0001	6163735	MM_SERVICE
										0001	6163736	MM_SERVICE
										0001	6163737	MM_SERVICE
0002	02/07/19 BOC, FY2018 CLOSEOUT, M&O 66,67,69	756.44 DEC	MAMONEA	02/20/2019				Approved	USSIMKHINM			
										0002	6178264	EINKBELEG
										0002	6178265	MM_SERVICE
										0002	6178266	MM_SERVICE
										0002	6178267	MM_SERVICE
										0002	6178268	MM_SERVICE
										0002	6178269	MM_SERVICE
										0002	6178280	MM_SERVICE
0003	Inc per BOC 20-0084 1-23-20	59,523.19 INC	STANSFIELDB	01/23/2020				Approved	USSIMKHINM			
										0003	6466166	EINKBELEG
										0003	6466167	MM_SERVICE
0004	Inc per BOC 20-0084 1-23-20 step 2	434,102.01 INC	SIMKHINM	01/23/2020				Approved	USSIMKHINM			
										0004	6466169	EINKBELEG
0005	02/06/20 BOC, FY2019 CLOSEOUT, IT	4,844.22 DEC	STANSFIELDB	02/10/2020				Rejected	USSIMKHINM			
										0005	6479228	EINKBELEG
										0005	6479229	MM_SERVICE



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0194**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** PC Increase PO/Change Order

**In Control:** Procurement Committee

**File Type:** Agenda Item

**Agenda Number:** 27

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to increase purchase order to CDW-G, to Furnish and Deliver Microsoft Azure services in an amount of \$8,268.77, from an amount of \$3,698.90, to an amount not to exceed \$11,967.67, Account 101-27000-612820, Purchase Order 3107371

Dear Sir:

On October 22, 2019, the Director of Procurement and Materials Management issued a confirming purchase order to CDW-G, to furnish and deliver Microsoft Azure services, in an amount not to exceed \$3,698.90. The purchase order expired on December 31, 2019.

This purchase order has no prior change orders.

Each year, we are issued a pool of cloud services credit using Microsoft Azure. The purchase order was originally issued to pay charges for a set of Azure cloud services that unknowingly fell outside of our annual credit pool. The increase to this PO is for additional Azure cloud charges called "overages.". In 2019, we transitioned SAP maintenance to a new vendor using our Azure cloud services credit pool; however, the transition fully expended our credit pool and resulted in overage charges.

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 \$8,268.77 (223.5% of the current purchase order value), from an amount of \$3,698.90, to an amount not to exceed \$11,967.67.

Funds in 2020 are available in Account 101-27000-612820.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:BTS  
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



*File Number: 20-0194*

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Minutes of the Board of Commissioners for March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0198

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Budget & Employment Committee

**File Type:** Agenda Item

**Agenda Number:** 28

## TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON BUDGET AND EMPLOYMENT

Mr. Brian A. Perkovich, Executive Director

Authority to transfer 2020 departmental appropriations in the amount of \$130,000.00 in the Corporate Fund

Dear Sir:

Attached is the departmental appropriation transfer requested to be authorized at the March 5, 2020 Regular Board Meeting, for the following fund:

<b>Corporate Fund:</b>	<b>From Amount</b>	<b>To Amount</b>
<b>Intra - Departmental</b>		
20000 - Procurement & Materials Management	\$130,000.00	\$130,000.00
Total Corporate Fund	<u>\$130,000.00</u>	<u>\$130,000.00</u>

It is requested that the Board of Commissioners authorize the transfer of appropriations submitted herewith.

Requested, Eileen M. McElligott, Administrative Services Officer:SAR:SKL:LW  
Respectfully Submitted, Frank Avila, Chairman Committee on Budget and Employment  
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020

Attachment

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

## 2020 Request for Line Item Transfer

Page \_\_\_\_ of \_\_\_\_

Dept: Procurement and Materials Mgmt.Board Meeting Date: Mar 5, 2020BTB Date: Feb 15, 2020**TRANSFER 2020 FUNDS FROM:**

CODE <small>Fund Fund Ctr Cmt Item</small>	BUDGETARY ACCOUNT NAME	APPROPRIATION		FUNDS AVAILABLE	OUT AMOUNT	EXPLANATION
		ORIGINAL	ADJUSTED			
101 20000 634820	Computer Software	\$130,000	\$130,000	\$130,000	\$130,000	Funds are available to reallocate interactive vendor portal and e-procurement software requests to an appropriate commitment item 612820 (Computer Software Maintenance).
TOTAL:					\$130,000	

**TRANSFER 2020 FUNDS INTO:**

CODE <small>Fund Fund Ctr Cmt Item</small>	BUDGETARY ACCOUNT NAME	APPROPRIATION		FUNDS AVAILABLE	IN AMOUNT	EXPLANATION
		ORIGINAL	ADJUSTED			
101 20000 612820	Computer Software Maintenance	\$20,000	\$20,000	\$20,000	\$130,000	Funds are required to reallocate interactive vendor portal and e-procurement software requests to the Computer Software Maintenance commitment item.
TOTAL:					\$130,000	

REQUESTED:

Darlene Solascio  
Department Head  
2/19/20

REVIEWED:

Sharon K. Smith  
Budget Officer

APPROVED:

Brian Beckhouse  
Executive Director



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0204**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Judiciary Committee

**File Type:** Agenda Item

**Agenda Number:** 29

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON JUDICIARY

Mr. Brian A. Perkovich, Executive Director

Authority to settle the Illinois Workers' Compensation Claim of Miguel Hernandez vs. MWRDGC, Claim Number W002190916 in the sum of \$39,532.00, Account 901-30000-601090

Dear Sir:

Miguel Hernandez is an Electrical Mechanic at the Egan Water Reclamation Plant. On November 6, 2017, he reported straining his right shoulder while working on overhead lights with his arms above his head in the early part of the day and then further aggravating his right shoulder while working on cabinets later in the day while situated in an awkward position. The employee was initially seen at the industrial medical clinic on November 6, 2017. The employee was initially treated conservatively with medications and physical therapy; however, Mr. Hernandez failed to improve. On April 25, 2018 the employee underwent a surgical procedure on his right shoulder. He was completely disabled from work at that time. Following his surgery, he underwent a course of physical therapy. He was able to return to work on June 25, 2018.

Mr. Hernandez was paid a total of 8.6 weeks of lost time benefits totaling \$10,698.40.

Subject to the approval of the IWCC, this Pro-Se case can be settled for \$39,532.00, representing approximately 10% loss of use of the person as a whole. This settlement will close out any future lost time benefits as well as any future medical benefits associated with these injuries.

The Director of Human Resources believes this settlement is in the best interest of the District and requests payment of that sum be approved and she be authorized to execute such documents as may be necessary to effect the settlement.

Requested, Beverly K. Sanders, Director of Human Resources, BKS:RAJ:RG  
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0195**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Labor & Industrial Relations Committee

**File Type:** Report

**Agenda Number:** 30

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. Brian A. Perkovich, Executive Director

Report of Collective Bargaining Activities in 2020

Dear Sir:

The Metropolitan Water Reclamation District currently has Collective Bargaining Agreements with seven different bargaining units. All seven of the Collective Bargaining Agreements will expire on June 30, 2020. Those seven agreements are with the Service Employees International Union (SEIU) Local 1, Firemen and Oilers Division; the International Union of Operating Engineers, Local 399; the International Brotherhood of Teamsters Local 700; the International Brotherhood of Electrical Workers, Local No. 9 (Electrical Operations); the International Brotherhood of Electrical Workers, Local No. 9 (Electrical Instrumentation and Testing), the International Brotherhood of Electrical Workers, Local No. 9 (Motor Vehicle Dispatcher Group); and the Building Trades Coalition and Chicago Regional Council of Carpenters. It is anticipated that bargaining with these seven units for successor agreements will begin in April. A total of 793 employees are represented in these seven bargaining units.

The classifications represented and the number of positions within each of the seven bargaining units are listed on the included attachment.

The 13 Apprentice positions have been allocated to the International Union of Operating Engineers, Local 399 and the International Association of Machinists and Aerospace Workers, Local No. 126 within the Building Trades Coalition and Chicago Regional Council of Carpenters and are included in the overall count of represented employees. The Director of Human Resources and the Labor Negotiator will report as necessary during bargaining. Once tentative agreements have been reached with the seven bargaining units and ratified in accordance with each of the bargaining unit's requirements, those agreements will be submitted to the Board of Commissioners for final approval.

Respectfully Submitted, Beverly K. Sanders, Director of Human Resources

Attachment

**2020 Budgeted Positions for Represented Employees**

	<b>Budgeted Positions 2020</b>
<b>Service Employees International Union (SEIU) Local 1, Firemen and Oilers Division</b>	
Fireman-Oiler	29
Laborer Foreman	15
Principal Storekeeper	5
Maintenance Laborer, Class A	45
Maintenance Laborer, Class A – Shift	89
Maintenance Laborer, Class B	27
Storekeeper	13
Patrol Boat Operator	2
Police Officer	52
Materials Handler Laborer	1
Pollution Control Technician I	24
Pollution Control Technician II	4
<b>Total</b>	<b>306</b>
<b>International Brotherhood of Electrical Workers, Local No. 9</b>	
<b>(Electrical Operations)</b>	
Chief Powerhouse Dispatcher I	1
Powerhouse Dispatcher	4
Systems Dispatcher	5
Powerhouse Mechanic Leadman	1
Powerhouse Mechanic	1
Chief Electrical Operator	2
Electrical Operator I	8
Electrical Operator II	21
Telecommunications Specialist	1
<b>Total</b>	<b>44</b>
<b>International Brotherhood of Electrical Workers, Local No. 9</b>	
<b>(Electrical Instrumentation and Testing Mechanics)</b>	
Electrical Instrument & Testing Mechanic	32
Electrical Instrument & Testing Mechanic Leadman	2
Electrical Instrument & Testing Mechanic Foreman	3
<b>Total</b>	<b>37</b>
<b>International Brotherhood of Electrical Workers, Local No. 9</b>	
<b>(Motor Vehicle Dispatcher Group)</b>	
Motor Vehicle Dispatcher Supervisor	1
Motor Vehicle Dispatcher	2
<b>Total</b>	<b>3</b>

**2020 Budgeted Positions for Represented Employees**

	<b>Budgeted Positions 2020</b>
<b>International Union of Operating Engineers, Local 399</b>	
Apprentice (Operating Engineer)	6
Operating Engineer I	65
Operating Engineer II	56
Total	127
<b>International Brotherhood of Teamsters Local 700</b>	
Truck Driver	26
Truck Driver Foreman	2
Total	28
<b><u>Building Trades Coalition and Chicago Regional Council of Carpenters</u></b>	
<u>Architectural and Ornamental Ironworkers, Local No. 63</u>	
Architectural Ironworker	5
Architectural Ironworker Leadman	1
Total	6
<u>Bridge, Structural and Reinforcing Ironworkers, Local Union No. 1</u>	
Structural Ironworker	17
Structural Ironworker Leadman	2
Ironworker Foreman	1
Total	20
<u>The Chicago Journeymen Plumbers' Local Union 130, U.A.</u>	
Plumber	8
Plumber Foreman	1
Total	9
<u>Chicago Regional Council of Carpenters</u>	
Carpenter	10
Carpenter Leadman	2
Carpenter Foreman	1
Total	13
<u>International Association of Machinists and Aerospace Workers, Local No. 126</u>	
Apprentice (Machinist)	7
Machinist	52
Machinist Leadman	3
Machinist Foreman	3
Total	65

**2020 Budgeted Positions for Represented Employees**

	<b>Budgeted Positions 2020</b>
<u>International Brotherhood of Electrical Workers, Local No. 134</u>	
Electrical Mechanic	42
Electrical Mechanic Sub-Foreman	4
Electrical Mechanic Foreman	3
Total	49
<u>International Union of Operating Engineers, Local No. 150</u>	
Hoisting Engineer	14
Hoisting Engineer Foreman	1
Total	15
<u>Painters' District Council No. 14 of International Brotherhood of Painters and Allied Trades (of Chicago, Cook, and Lake Counties)</u>	
Painter	7
Painter Leadman	1
Total	8
<u>Pipefitters' Association, Local Union 597</u>	
Pipefitter	45
Pipefitter Leadman	3
Pipefitter Foreman	3
Total	51
<u>International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 73</u>	
Sheet Metal Worker	6
Sheet Metal Worker Leadman	1
Total	7
<u>International Association of Heat and Frost Insulators &amp; Asbestos Workers, Local No. 17</u>	
Pipecoverer	2
Total	2
<u>Administrative District Council 1 of the Illinois International Union of Bricklayers and Allied Craftworkers</u>	
Bricklayer	3
Total	3
Total number of employees represented by the 12 Unions that comprise the Building Trades Coalition and Chicago Regional Council of Carpenters	<b>248</b>
<b>TOTAL NUMBER OF REPRESENTED EMPLOYEES COVERED BY THE SEVEN BARGAINING UNITS</b>	<b>793</b>





# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0217**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Pension, Human Resources & Civil Service Committee

**File Type:** Agenda Item

**Agenda Number:** 31

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON PENSION, HUMAN RESOURCES AND CIVIL SERVICE

Honorable Kari K. Steele, President and Members of the Board of Commissioners

Request for advice and consent to the reappointment of Jose A. Lopez as a Commissioner on MWRD's Ethics Commission for a two-year term pursuant to the Ethics Ordinance

Ladies and Gentlemen:

On May 15, 2014, the Board of Commissioners ("Board") granted its advice and consent as to the appointment of Zelda B. Harris, Jose A. Lopez, and Michael J. Weicher as Commissioners of MWRD's Ethics Commission. Ethics Commissioners are appointed pursuant to the requirements of the Ethics Ordinance which provides for the Executive Director to recommend appointments with the consent of the Board.

Pursuant to Section 20-2 of the original Ethics Ordinance, the initial appointees of the Ethics Commission determined their initial terms such that two Commissioners served two-year terms and the third Commissioner served a one-year term. The three Ethics Commissioners determined that Zelda B. Harris would serve a one-year term. Section 20-2 of the original Ordinance also provided that Commissioners may be reappointed to subsequent terms, and after the initial appointees to the Ethics Commission, all Commissioners shall be appointed to two-year terms. The ordinance as amended January 23, 2020 provides for two-year terms.

On April 19, 2018, the Board of Commissioners granted its advice and consent to the reappointment of Mr. Lopez and Mr. Weicher to the Ethics Commission for two-year terms, which will expire on May 15, 2020. On May 2, 2019, the Board of Commissioners granted its advice and consent to the reappointment of Ms. Harris to the Ethics Commission for a two-year term, which will expire on May 15, 2021.

Mr. Lopez is highly competent private attorney and his reappointment to the Ethics Commission is warranted by the professionalism and commitment he has demonstrated during his years of service as Commissioner.

With respect to the third position, Mr. Weicher will no longer be able to serve on the Ethics Commission. The District will compile a list of qualified candidates and conduct interviews prior to seeking the Board's advice and consent for Mr. Weicher's successor.

I hereby seek the advice and consent of the Board of Commissioners, as to the reappointment of Jose A. Lopez as Commissioner to MWRD's Ethics Commission for a two-year term

*File Number: 20-0217*

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pursuant to the Ethics Ordinance.

Recommended, Brian A. Perkovich, Executive Director, STM:JBM:mmv

Disposition of this agenda item will be documented in the official Regular Board Meeting

Minutes of the Board of Commissioners for March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0207**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Real Estate Development Committee

**File Type:** Agenda Item

**Agenda Number:** 32

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to commence statutory procedures to lease 14.02± acres of improved District real estate at 6400 South Archer Avenue in Bedford Park, Illinois; Main Channel Parcel 33.01

Dear Sir:

Ingredion, Inc. ("Ingredion"), formerly known as Corn Products International, Inc., has requested to continue leasing 14.02± acres of District real estate located north of the Main Channel at 6400 South Archer Avenue in Bedford Park, Illinois, known as Main Channel Parcel 33.01.

Ingredion has occupied the subject property under a series of leases and permits to operate, maintain, repair, and remove a cooling water intake pumping and discharge station since January 1, 1908. Ingredion operates the cooling station in conjunction with its adjacent property used to manufacture and distribute corn products. Ingredion's present ten-year lease commenced December 30, 2011 and expires December 31, 2021. Ingredion has requested a new 39-year lease for continued use to operate its cooling station.

The District's technical departments have reviewed this lease request and have indicated that the subject site is not currently needed for corporate use and that they have no technical objections thereto.

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 14.02± acres of improved District real estate at 6400 South Archer Avenue in Bedford Park, Illinois; Main Channel Parcel 33.01, upon the terms and conditions set forth herein.

Requested, Susan T. Morakalis, General Counsel, STM:EMA:JAW:vp

Recommended, Brian A. Perkovich, Executive Director

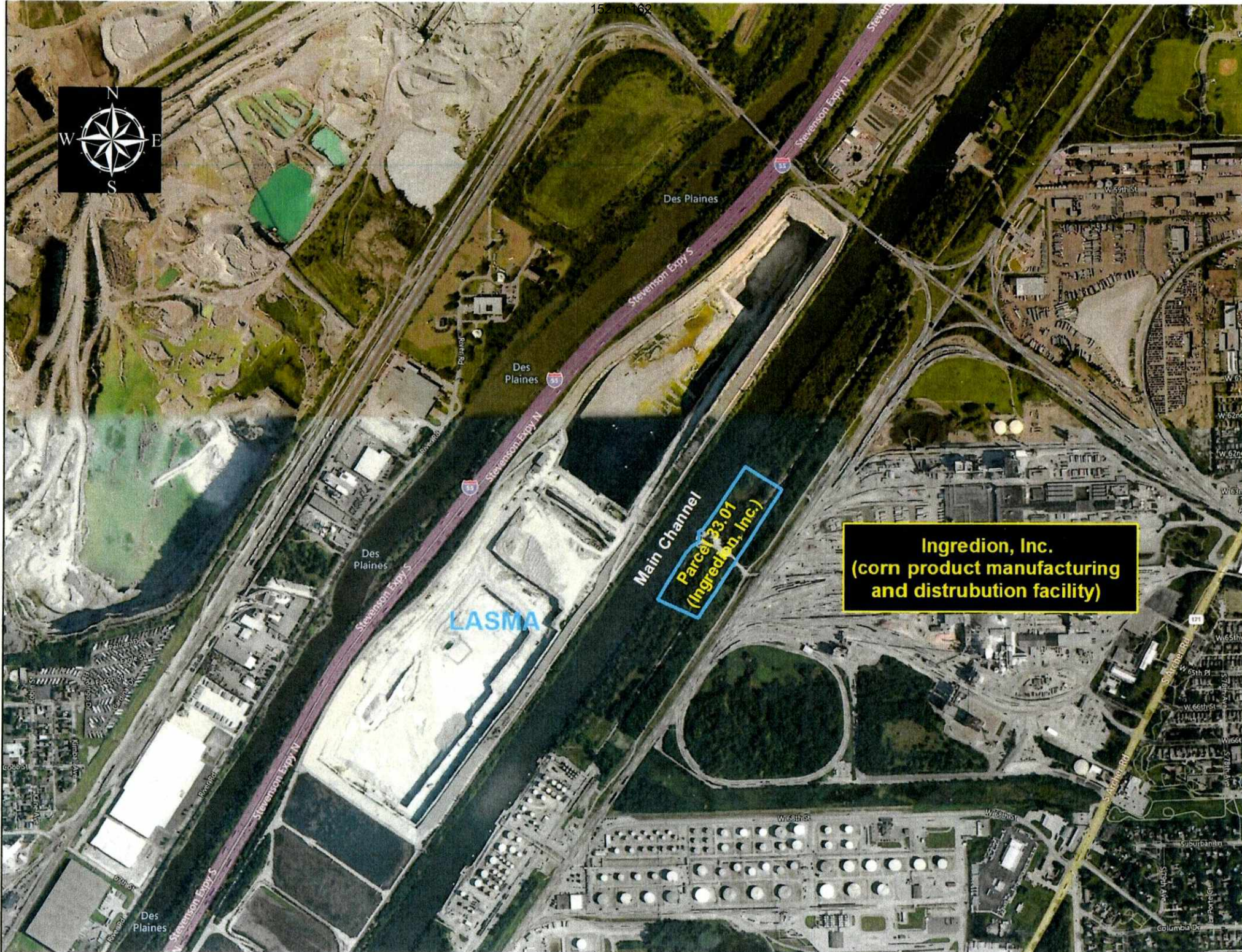
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020

Attachment





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**Ingredion, Inc.**  
**(corn product manufacturing and distribution facility)**





# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

File Number: 20-0209

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Real Estate Development Committee

**File Type:** Agenda Item

**Agenda Number:** 33

## TRANSMITTAL LETTER FOR THE BOARD MEETING OF MARCH 5, 2020

### COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to amend easement agreement dated March 24, 1949, between the District and Kornerstone Properties, LLC ("Kornerstone"), successor in interest to ComEd, to use and maintain the District-owned portions of Edmier Road located between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois. Consideration shall be a one-time fee of \$250,000.00

Dear Sir:

Edmier Road is a private roadway on both District and Commonwealth Edison ("ComEd") land between Cicero and Ridgeland Avenues in Stickney and Forest View, Illinois. Generally, the District owns the section between Cicero and Laramie Avenues and ComEd owns the section between Laramie and Ridgeland Avenues except for three small areas of District land west of Laramie Avenue comprising 0.46± acres. On March 24, 1949, the District and ComEd granted reciprocal perpetual easements to one another and their successors for use of Edmier Road ("1949 Easement").

The District's easement to ComEd allowed access to ComEd lands located *south* of the Chicago and Western Indiana Railroad Company tracks ("Railroad Tracks") by light-weight vehicles and other vehicles approved by the District. It also required ComEd to contribute towards the maintenance of the District's roadway based upon ComEd's proportionate shared use thereof.

Kornerstone Properties, LLC ("Kornerstone") purchased ComEd land located *south* of the Railroad Tracks near Ridgeland Avenue. Kornerstone also occupies land located *north* of the Railroad Tracks.

An amendment to the 1949 Easement is necessary to: (1) add an additional 0.46± acres of District land located west of Laramie Avenue to the easement premises; (2) allow ingress to and egress from Kornerstone's lands located *north* of the Railroad Tracks; and (3) allow use of the easement premises by any vehicle or equipment authorized by law to travel upon Cicero Avenue. Such amendment would now allow Kornerstone and its tenants to use the District-owned portions of Edmier Road to access Kornerstone's lands located on both sides of the Railroad Tracks. As part of this amendment, Kornerstone will maintain the District-owned portions of Edmier Road without any contribution from the District.

The District's technical departments have reviewed Kornerstone's requests and have no objections thereto. A one-time easement fee of \$250,000.00 is recommended, which represents the appraised fair market value of the revised easement premises.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize an amendment to the easement agreement dated March 24, 1949, between the District and Kornerstone Properties, LLC ("Kornerstone"), successor in interest to ComEd, to use and maintain the District-owned portions of Edmier Road located between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois. Consideration shall be a one-time fee of \$250,000.00.

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 said easement amendment agreement after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:EMA:CMM:vp  
Recommended, Brian A. Perkovich, Executive Director  
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020

Attachment





Ridgeland Avenue

Lombard Avenue

Pershing Road

Central Avenue

Laramie Avenue

Cicero Avenue

Former  
Ridgeland Station  
Site

Stickney WRP

Main Channel

Lots 63, 75, 77, 79 and 81  
0.46 +/- acres

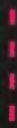
Lots 55, 57, 59, 61  
1.4 +/- acres

District portions of Edmier Road

ComEd portions of Edmier Road

Chicago and Western Indiana RR Co. Right Of Way

Kornerstone's Lands







# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0218**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Real Estate Development Committee

**File Type:** Agenda Item

**Agenda Number:** 34

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to grant a 10-year, 8,985 sq. ft. non-exclusive easement to Comcast of Chicago, Inc. to continue to use portions of North Shore Channel Parcel 8.01 located at 3100 West Bryn Mawr Avenue in Chicago, Illinois to operate, maintain, repair, and remove a 4-inch underground conduit and fiber optic cable. Consideration shall be an initial annual fee of \$6,000.00

Dear Sir:

Since 2000, Communication and Cable of Chicago, Inc., n/k/a Comcast of Chicago, Inc. ("Comcast") has operated and maintained a 4-inch underground conduit and fiber optic cable on North Shore Channel Parcel 8.01 located at 3100 West Bryn Mawr Avenue in Chicago, Illinois. The fiber optic cable commences just northeast of the intersection of New Jersey/Kedzie Avenue and Bryn Mawr Avenue and traverses easterly across the Bryn Mawr Avenue bridge over the North Shore Channel to an existing utility pole located west of Virginia Avenue, in Chicago. The easement, as extended, expires May 17, 2020. The current annual easement fee is \$5,749.55.

Comcast has requested a new 10-year easement to continue to operate and maintain its underground conduit and cable. North Shore Channel Parcel 8.01 is leased to the Chicago Park District under a lease that commenced April 12, 1961 and expires April 11, 2061. Accordingly, the easement is subject to the consent of the Chicago Park District.

The District's technical departments have reviewed Comcast's request and have no objections thereto. Consideration shall be an initial annual fee of \$6,000.00, which represents 10% of the fair market value.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the grant of a 10-year, 8,985 sq. ft. non-exclusive easement to Comcast of Chicago, Inc. to continue to use portions of North Shore Channel Parcel 8.01 located at 3100 West Bryn Mawr Avenue in Chicago, Illinois to operate, maintain, repair, and remove a 4-inch underground conduit and fiber optic cable. Consideration shall be an initial annual fee of \$6,000.00.

It is also 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 easement agreement after it is approved by the General Counsel as to form and legality.



*File Number: 20-0218*

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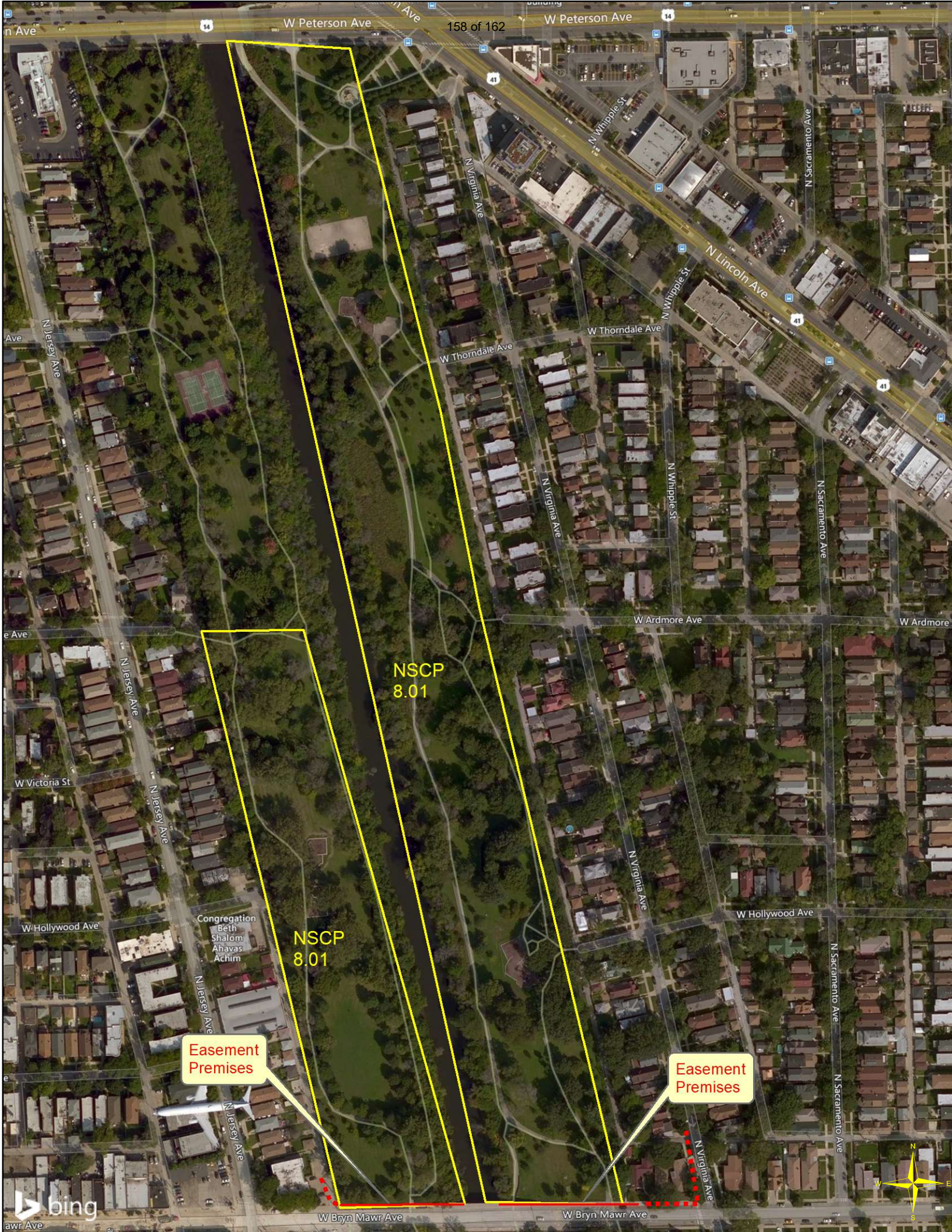
Requested, Susan T. Morakalis, General Counsel, STM:EMA:npe

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020

Attachment





NSCP  
8.01

NSCP  
8.01

Easement  
Premises

Easement  
Premises







# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0187**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Stormwater Management Committee

**File Type:** Agenda Item

**Agenda Number:** 35

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Tinley Park for the construction and perpetual maintenance of the Streambank Stabilization Project (19-IGA-21) along Midlothian Creek in an amount not to exceed \$866,500.00, Account 501-500000-612400, Requisition 1538723

Dear Sir:

Authorization is requested to enter into an Intergovernmental Agreement (IGA) with and make payment to the Village of Tinley Park (Village) for the construction and perpetual maintenance of Streambank Stabilization along Midlothian Creek.

On July 11, 2019, the Board of Commissioners authorized the District to negotiate a new IGA with the Village for a streambank stabilization project on Midlothian Creek. Previously the District entered into an IGA with the Village for a streambank stabilization project along Midlothian Creek, which was to be constructed by the District under Contract 10-882-CF. The proposed project consisted of natural channel design and bio-engineering to stabilize approximately 500 linear feet of Midlothian Creek near 66th Court, north of 173rd Street. The project would protect structures and infrastructure in imminent danger of failure from active streambank erosion. The terms of the original IGA with the Village included the design and construction of the project by the District, with ownership and future maintenance by the Village. This project was advertised for bid by the District under Contract 10-882-CF and a bid opening was held on September 25, 2018. The responsive bids from this advertisement were approximately 54 percent over the high end of the engineer's estimate for this contract. After evaluating the available options and through discussions with the Village, the District's Engineering Department determined the project would best proceed under a new partnership with the Village.

Under this new partnership the District would provide the completed design of the project along with funding for construction to the Village, which would combine this design with work at another location along Midlothian Creek. The Village would also stabilize approximately 80 linear feet of Midlothian Creek near Scott Court. This work would also protect structures in imminent danger of failure from active streambank erosion. The District and the Village have agreed in principle to the terms of the IGA, which include payment by the District towards construction costs of the project in an amount not to exceed \$866,500.00. Partial payments to the Village will be made at predefined intervals during construction, which is anticipated to

commence in 2020. The Village will also contribute approximately \$117,500.00 towards total construction costs, including construction inspection. The IGA requires the Village to advertise and award the construction contracts in conformance with the District's Purchasing Act, Multi-Project Labor Agreement, and Affirmative Action Requirements. The Affirmative action goals to be applied to the total amount of reimbursement provided by the District for this project are 20 percent for Minority-owned Business Enterprises, 10 percent for Women-owned Business Enterprises, 10 percent for Small Business Enterprises and 3 percent for Veteran-owned Business Enterprises. The Village will assume responsibility for design, construction, and perpetual maintenance of the project and be solely responsible for any change orders to the project. The IGA also contains provisions which allow the District to review the project's design and perform inspections after the project is constructed.

Based on the foregoing, it is requested that the Board of Commissioners grant authority to enter into an IGA with and make payment to the Village in an amount not to exceed \$866,500.00. It is further requested that the Chairman of the Committee on Finance, Executive Director and Clerk be authorized to execute said agreement on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

The estimated expenditures for 2020, 2021, 2022, and 2023 are \$779,850, \$28,883, \$28,883, and \$28,883 respectively. Funds for 2021, 2022, and 2023 are contingent on the Board of Commissioners' approval of the District's budget for those years.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JK  
Recommended, Brian A. Perkovich, Executive Director  
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020



# Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street  
Chicago, IL 60611

**File Number: 20-0188**

**Agenda Date:** 3/5/2020

**Version:** 1

**Status:** To Be Introduced

**In Control:** Stormwater Management Committee

**File Type:** Agenda Item

**Agenda Number:** 36

## **TRANSMITTAL LETTER FOR BOARD MEETING OF MARCH 5, 2020**

### COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to enter an intergovernmental agreement with the Forest Preserve District of Cook County to collaborate on the restoration and maintenance of the McCook Levee

Dear Sir:

Authority is requested to enter an intergovernmental agreement (IGA) with the Forest Preserve District of Cook County (FPDCC) to collaborate on the restoration and maintenance of the McCook Levee.

McCook Levee was constructed by the District circa 1900 on District property, a portion of which was conveyed to the FPDCC in 1950. Severe flooding occurred in the Village of McCook as a result of a rainfall event that occurred on April 18-19, 2013. Based on hydraulic modeling and survey data collected by the District, it appears the McCook Levee may be overtopped during significant storm events.

On February 16, 2017, the Board of Commissioners granted authority to enter a Feasibility Cost Sharing Agreement with and make payment to the United States Army Corps of Engineers (Corps) in an amount not to exceed \$250,000.00. Following the Corps' feasibility study which identified improvements to the levee, on October 18, 2018, the Board of Commissioners granted authority to negotiate and enter into a Project Partnership Agreement with the Corps, for the McCook Levee Flood Risk Management Project, and make payment to the Corps in an amount not to exceed \$2,145,500.00, for the non-Federal cost share of the proposed levee improvements. These include raising the crest and improving the slope of the McCook Levee from 45th Street downstream to south of 47th Street on property owned by the FPDCC. The improvements to the McCook Levee will protect approximately 18 structures from flooding. Upon completion of the improvements, the McCook Levee will be certified by the Corps. The Corps will pay 80 percent of the repair costs in the event a certified Levee is damaged by a storm event.

On September 15, 2019, the Board of Commissioners granted authority to negotiate an IGA with the FPDCC to collaborate on the restoration and maintenance of the portion of the McCook Levee on FPDCC lands. The District and FPDCC have agreed in principle to the terms of an IGA. The IGA defines the collaborative responsibilities of both the FPDCC and the District on this project. The District serves as the non-federal sponsor of this project designed and constructed by the Corps and will maintain the structural components of the McCook Levee.

The FPDCC will maintain the landscaping components of the McCook Levee improvements as well as any improvements and responsibilities associated with their ownership of the property. The IGA also requires the FPDCC to convey easements necessary for construction and maintenance. The Corps intends to complete the McCook Levee improvements on FPDCC property under this project upon the execution of this IGA.

Based on the foregoing, it is respectfully requested that the Board of Commissioners grant authority to enter into an IGA with the FPDCC. It is further requested that the Chairman of the Committee on Finance, Executive Director and Clerk be authorized to execute said agreement on behalf of the District as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

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

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting

Minutes of the Board of Commissioners for March 5, 2020