



AGENDA

President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
April 15, 2019
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

- A. Committee of the Whole 03/11/2019
- B. Village Board 04/01/2019

V. APPROVAL OF ACCOUNTS PAYABLE

- A. Warrant Register 04/15/2019

VI. RECOGNITIONS AND PRESENTATIONS

- A. Recognition of Outgoing Trustee Carol Blackwood and Trustee Mike Sidor
- B. Recognition of RMHS Chamber Orchestra for their performance at The Music for All National Festival.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Anyone wishing to speak on a subject not on the Agenda should fill out a card, located in the back of the room, and hand it to the Village Clerk. Please limit your comments to three minutes.

IX. OLD BUSINESS

X. CONSENT AGENDA

This Agenda consists of proposals and recommendations that, in the

opinion of the Village Manager, will be acceptable to all members of the Board of Trustees. The purpose of this Agenda is to save time by taking only one roll call vote instead of separate votes on each item. Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.
2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda and considered separately after adoption of the Consent Agenda.
3. Citizens in the audience may ask to remove any item on this Consent Agenda.
4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

CONSENT APPROVAL OF BIDS

- A. Public Works - Water Tank Painting
- B. Utility Maintenance Materials 2019
- C. Police Pursuit Vehicle Purchase - Dodge Charger
- D. Police Pursuit Vehicles Purchase - Ford Fusions
- E. Downtown Sewer Construction

CONSENT LEGAL

- A. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code
(Making available Class "N" liquor licenses and surrender of Class "B" liquor licenses)
- B. Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County
(Thomas Hayes, Director and Randall Recklaus, Alternate Director)
- C. An Ordinance Amending the Comprehensive Plan of the Village of Arlington Heights
(1400 W Thomas St)
- D. An Ordinance Amending the Zoning Ordinance of the Village of Arlington Heights and Approving a Preliminary Plat of Resubdivision
(1400 W Thomas St)
- E. A Resolution Approving an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago
(Downtown sewer project - south of Northwest Hwy)

CONSENT REPORT OF THE VILLAGE MANAGER

- A. Approve the destruction of Closed Session Recordings for the

meetings of 10/17/2016, 1/17/2017, 2/20/2017, 4/17/2017 and 6/5/2017 in accordance with State Statute.

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

- A. Fee Waiver - Outdoor Dining Annual Renewal 2019

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

- A. Request for Closed Session per 5 ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

5 ILCS 120/2 (c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact David Robb, Disability Services Coordinator, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, (847)368-5793 (Voice), (847)368-5980 (Fax) or drobb@vah.com.



**Village Board
4/15/2019**

Item: Committee of the Whole 03/11/2019

Department: Village Clerk

ATTACHMENTS:

Description	Type
Committee of the Whole 03/11/2019	Minutes

**MINUTES
COMMITTEE-OF-THE-WHOLE
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ARLINGTON HEIGHTS
BOARD ROOM
MONDAY, MARCH 11, 2019 7:30 P.M.**

BOARD MEMBERS PRESENT: President Hayes; Trustees: Blackwood, LaBedz, Padovani, Rosenberg, Sidor and Tinaglia

BOARD MEMBERS ABSENT: Baldino, Scaletta

STAFF MEMBERS PRESENT: Randy Recklaus, Village Manager; Tom Kuehne, Director of Finance; Alexis Smulson, Accounting Manager; Kim Peterson, Recording Secretary

SUBJECTS:

A. Proposed Transfers to Police Pension, Firefighters' Pension, and Municipal Parking Funds

B. Proposed Revisions to Vehicle Sticker Enforcement and Collection

Other Business

Adjournment

President Hayes called the meeting to order at 7:30 PM. The Pledge of Allegiance was recited.

A. Proposed Transfers to Police Pension, Firefighters' Pension, and Municipal Parking Funds

Mr. Recklaus explained how the Village was very fortunate last year, as some of its expenditures came in under budget and there were a few positive surprises in terms of revenue, therefore the Village ended up with almost a 3.5 million dollar surplus. Several factors contributed to this surplus and this type of a surplus is not expected again next year.

Mr. Kuehne expounded on what Mr. Recklaus said about the Village's General Fund doing well last year, however the Police and Firefighters' pension funds were more problematic, as both experienced significant losses. In regards to revenues, income taxes did better than expected and permit revenue was up. As far as expenses go, there were a considerable number of vacancies in the Police, Fire, Building, Engineering and Public Works Departments, which resulted in wages and benefits coming in over \$650,000 under budget. In addition, the weather in 2018 was good, which helped conserve money in the Public Works Department.

Mr. Kuehne discussed the likelihood of a recession at some point in the future and the need for the Village to maintain a healthy fund balance to minimize the impact on Village services if and when this happens. In the Village's General Fund, the amount of money left over after expenses at the end of 2018, totaled 48% of its balance, which is quite high. If the Village were to reallocate the surplus money, the amount in reserves would be reduced to 40%, which is more ideal and allows for some financial losses if a recession were to occur.

Mr. Kuehne stated how staff discussed various options about what to do with the surplus money, including putting it towards workers compensation claims or into the health insurance fund. Keeping in mind this is money from the General Fund, which is property tax money, and how Village staff and the Board are dedicated to keeping property taxes down as much as possible, staff decided the best use of the money would be to distribute it between the Police and Firefighters' Pension Funds and the municipal parking fund. Each of the Police and Firefighters' Pension Funds declined by about \$4,000,000 due to the last quarter 2018 market downturn. By transferring \$1.5 million into each pension fund, the Village can offset the negative impact of the 2018 losses and maintain a more level property tax levy for these two pension funds. The Village Board recently approved several improvements to the Village's parking system and the proposed transfer of \$475,000 to the Municipal Parking Fund would help pay for these projects.

Mr. Kuehne recently drafted a memo to Mr. Recklaus, which addressed the questions some of the Trustees had regarding this proposed General Fund transfer, and reaffirmed Staff's recommendation to transfer \$1.5 million to both the Police and Fire Pension Funds as a way to keep the upcoming property tax levy as low as possible. In addition, Mr. Kuehne discussed the spreadsheet provided by the Village's actuary, MWM Consulting, which illustrated what the effect on the Village's 2018 tax levy would have been if \$1 million or \$1.5 million had been transferred to each of the Police and Fire Pension Funds. Trustee Rosenberg asked Mr. Kuehne what the effect this transfer would have on the average homeowner's 2018 property tax levy. Mr. Kuehne stated a transfer of \$1.5 million into each of the pension funds would have reduced the average homeowner's property tax levy by \$8, bringing it down to \$15, and a transfer of \$1 million would have reduced the property tax levy by \$5, bringing it down to \$18.

President Hayes, concerned that residents may think it is the Village's fault that the Police and Fire Pension Funds suffered such extreme losses last year, asked Mr. Kuehne to explain why this occurred. Mr. Kuehne explained how a pension fund is comprised of three elements, including employee contributions, interest earnings and the Village's required contribution. The Police and Fire Pension Funds each have their own Boards and investment advisors, and at the end of 2018, both Funds had over \$100 million in total assets. Both funds were doing really well last year up until the last quarter when the stock market took a downturn and the funds experienced significant investment losses.

Trustee Sidor commended Mr. Kuehne for the fine job he does as Director of the Finance Department. Trustee Sidor asked Mr. Kuehne how things look right now and for the remainder of the year. Mr. Kuehne stated so far this year, investments

are up two to three percent, however looking long-term, Mr. Kuehne believes there will be some moderately rough times.

Trustee Tinaglia thanked Mr. Kuehne for all that he has done for the Village over the years and believes the Village is very lucky to have him. Trustee Tinaglia stated that he is in favor of these recommendations, however he asked why Staff only chose to give the parking fund \$475,000, as the improvements the Board just voted on is going to cost more than this amount. Mr. Recklaus explained how the total cost to complete the improvements is \$720,000. The Village closed its Special Assessment funds and recently transferred \$313,000 into the Municipal Parking Fund. This \$313,000 combined with the recommended transfer of \$475,000 from the General Fund surplus, would be more than enough to pay for the improvements.

Trustee LaBedz is supportive of the staff recommendations, as the Village needs to keep funding the Police and Fire Pension Funds. Trustee LaBedz thanked Mr. Kuehne for his explanation of how the pension funds work and how this transfer of money into the Police and Fire Pension Funds will affect the property tax levy.

Trustee Rosenberg asked Mr. Kuehne, if this money were to be transferred now, when would it affect the pension funds and Mr. Kuehne explained it would be this year. Trustee Rosenberg is not totally convinced that transferring all of this money into the pension funds is the best idea, as he believes some of the money would be beneficial to the Village's infrastructure, including street resurfacing. Mr. Recklaus is in agreement with Trustee Rosenberg that there are infrastructure needs within the Village, however he feels putting some of the surplus money into each of the pension funds and chipping away at the fund deficits makes the most sense.

Trustee Padovani commended Mr. Kuehne for a job well done. Mr. Kuehne is in favor of transferring the money into these funds, as he believes it is ultimately a good return on an investment and will save the Village money in the end.

Trustee Sidor is concerned that sales tax revenue will eventually level off, and moving forward, the Village may not be able to sustain itself in the same way as it has if revenues drop.

Trustee Blackwood asked what Staff is prepared to do if the pension funds experience the same losses this year as they did last year. Mr. Kuehne is hopeful that the investment funds will do better this year and will not have to depend on the Village to contribute to them, as the Village may not be in this position again. Trustee Blackwood believes Village Staff and the Board will need to take a hard look at how the Village can generate additional tax dollars.

President Hayes is in support of Staff's recommendations and asked for comments from the audience.

Keith Moens, Arlington Heights resident, suggested the Board spend the surplus money in the General Fund, as well as some of the excess money in that Fund to have a zero property tax levy this year. Mr. Recklaus explained to Mr. Moens that

because of the significant losses the pension funds took last, the best use of this surplus money is to put it towards the pension funds to help offset the losses. As much as Village Staff strives to keep the property tax levy as low as possible, Mr. Kuehne stated the reserve money is there for emergencies, because once you use it, it is gone. Trustee Tinaglia believes it makes sense to put the surplus money towards the pension funds now, as it will help in reduce the property tax levy at the end of 2019.

Bill Davis, Arlington Heights resident, would like to see a reduction in property taxes, as he feels the high property taxes have a negative impact on the real estate value. Mr. Kuehne stated that property taxes would be lower by putting some of the surplus money towards the pension funds. Mr. Davis thinks the Board should take some of the money in reserves and offer the residents of Arlington Heights a zero percent increase in their property taxes this year.

George Metropolis, Arlington Heights resident, does not believe the market will suffer the losses it did at the end of this year that it did last year, and does not see any reason to not use the money in reserves.

Melissa Cayer, Arlington Heights resident, asked if the spouse of a pension recipient receives the pension if the recipient dies. Mr. Kuehne stated the spouse receives 100% of the pension, but with no annual increases, which is set by state statute. Ms. Cayer asked if the retirement age for pension should go up since people are living longer. Mr. Kuehne stated the retirement age was just recently raised, which is also something that is set by state statute. Ms. Cayer also asked if there is a 401K plan for employees, which Mr. Kuehne stated there is a 403B, which is a supplemental plan and employees pay 100% of it.

Tom Archauk, Arlington Heights resident, asked what level of funding is ideal for a pension fund, which Mr. Kuehne stated 80 – 85% is a well-funded pension fund. Mr. Archauk also asked what percentage of the General Fund is in reserves, which Mr. Kuehne stated without the transfer of money into the pension funds, it is 48%, yet with the transfer of money, it would be 40%.

Trustee Tinaglia moved, seconded by Trustee Padovani, that the Committee-of-the-Whole recommend that the Village Board approve the transfer of the 2018 year-end General Fund surplus of \$3.475 million to the following funds:

Police Pension Fund	\$1,500,000
Firefighters' Pension Fund	\$1,500,000
Municipal Parking Fund	\$ 475,000
TOTAL	\$3,475,000

Upon a voice vote, the motion passed unanimously.

B. Proposed Revisions to Vehicle Sticker Enforcement and Collection

Mr. Recklaus discussed how the Board met in 2017 to develop their strategic

priorities for 2018 and 2019, and one of the goals was to identify additional sources of revenue, to offset the need to increase property taxes. Staff met again in June of last year to discuss how they could achieve this goal of more revenue for the Village and decided to look at the Village vehicle sticker program and establish some additional enforcement and collection methods.

Mr. Recklaus stated the vehicle stickers are a source of revenue, and essentially a tax on vehicles. The Board talked about how other communities have decided to get rid of the vehicle stickers because they are hard to enforce. If the Village were to eliminate the program, a 3% increase in property taxes, or a .75% increase in the food and beverage tax, would be necessary to offset this revenue. The argument for having a vehicle sticker program is because much of the work the Village does is because of those who own vehicles and drive them around town. The underlying problem with this program is the considerable number of scofflaws who do not purchase the stickers. The Board decided that if the Village was going to continue the vehicle sticker program they would need to implement stronger enforcement and collection procedures.

Mr. Kuehne advised that Staff first wanted to determine how many scofflaws there are in town, therefore they looked at the estimated total number of resident owned vehicles based on an average of 1.5 vehicles per household. That figure is approximately 57,000, and the total number of vehicle stickers sold in 2018, which was approximately 44,000, which means there is a 77% compliance rate and a 23% scofflaw rate. The Village has seen a decline in vehicle sticker revenues from \$1.36 million in 2006 to \$1.214 million in 2018, or a decline of 11%. During this time, vehicle stickers issued also declined by 13.6% from 51,309 in 2006 to 44,305 in 2018.

Mr. Kuehne recently met with the Finance Department Staff to get a better idea of why residents were not purchasing vehicle stickers, and according to Alexis Smulson, the reasons varied, however the consensus was that residents felt the money saved was worth the risk, as the probability of getting a ticket for noncompliance was very low.

Mr. Kuehne went on to explain how the Village is planning to improve the vehicle sticker compliance rate, including requesting vehicle registration information from the Secretary of State, matching that data against the Village's existing vehicle sticker database and sending out late notices based on this additional data. Mr. Kuehne does recognize the fact that the registration data we collect from the Secretary of State may be out dated and residents may receive late notices for vehicles they no longer own. Therefore, the late notice will ask residents to let the Finance Department know if the registration information is inaccurate. The Finance Department has also outlined a new series of fines for those who do not purchase their vehicle stickers on time. If a resident does not respond to the late notice, a final notice will be sent out in June and would include a code enforcement ticket, which will be handled through the Code Enforcement Administration Adjudication process. If this ticket is not paid, the total amount due for the unpaid sticker and ticket will be sent to collections.

President Hayes believes these recommendations are good and fair, particularly to those who purchase their vehicle stickers every year.

Trustee Tinaglia agrees that this is the only fair way to collect this revenue. Trustee Tinaglia believes the late notices can be written in such a way as to not anger residents, especially if they received the notice in error.

Trustee Padovani asked how much additional revenue could be generated if these enforcement plans are implemented, which Mr. Kuehne stated it could possibly be an additional \$200,000. Trustee Padovani then asked how much it would cost to execute these enforcement efforts, which Mr. Kuehne believes the cost would be minimal. Trustee Padovani asked Mr. Kuehne how close to 100% compliance he thinks the Village could get by taking these additional enforcement steps, which Mr. Kuehne thinks the Village should be able to get pretty close to 100% compliance. Trustee Padovani asked if we could get the vehicle registration data more often from the State, in order to have data that is more accurate. Mr. Kuehne explained how the Village would probably first determine how successful the program was working, and then if need be, possibly request the registration data more than once a year.

Trustee Sidor asked if it is just the Public Service Officers who ticket vehicles that do not display the Village sticker, or do the Police Officers ticket as well. Mr. Recklaus stated the Arlington Heights Police Department issued 2,100 tickets in 2018, and of those 2,100 tickets, the Public Service Officers were responsible for 1,500 tickets while enforcing the downtown parking area. Police Officers who pulled someone over for an unrelated violation issued the remaining 600 tickets. Mr. Recklaus further explained how this new enforcement plan would force residents to not only pay their ticket, but also buy a vehicle sticker. Trustee Sidor thinks this process sounds fair and equitable. Trustee Sidor believes the customer service at the Finance Department counter has improved dramatically and thanked Mr. Kuehne for his efforts.

Trustee Blackwood asked if the Public Service Officers are allowed to ticket vehicles parked on private property, which Mr. Recklaus explained how this is typically not allowed.

Trustee LaBedz is in favor of enforcing the purchase of vehicle stickers and thinks it might be a good idea to get the word out via social media that the vehicle sticker proceeds go towards offsetting the cost of road resurfacing.

Trustee Rosenberg believes this is a good idea to help track vehicles in town and keep property taxes down.

Tom Schwingbeck, Arlington Heights resident, asked if the vehicle sticker has to be displayed on the car, which Mr. Recklaus said it does. Mr. Schwingbeck thinks it would be most cost effective to have people pay for the stickers and dog tags, but not actually have the physical stickers and dog tags. Mr. Schwingbeck believes the Police Department should be able to automatically scan license plates to see if residents are in compliance with the vehicle sticker ordinance. Mr. Recklaus indicated that the Police Department has license plate readers, but they are not

programmed to read this type of data.

Ted Wiener, Arlington Heights resident, asked if the vehicle sticker money is actually earmarked for anything, or does it just go into the General Fund. Mr. Kuehne indicated it does go into the General Fund. Mr. Wiener thinks it would be a good idea to educate residents as to why this fee is collected. Mr. Wiener also asked if a cost analysis has ever been done to determine if residents would comply more if the fee were lower. Mr. Kuehne indicated there has not been a study done to determine if this theory is accurate. Mr. Wiener also thinks it would make sense to change the time of year when the stickers go on sale, as the current schedule falls during the holiday season when money for most people is tight.

George Metropolis, Arlington Heights resident, asked if it would be possible to include the purchase of vehicle stickers with the water bill. Mr. Recklaus indicated that not every resident gets a water bill and it would be too complicated to determine if a resident is paying their water bill or their vehicle sticker fee.

Mary Beth Canty, Arlington Heights resident, asked if multiple late notices would be sent to homes with more than one vehicle registered to an address. Mr. Kuehne indicated they would.

Tom Archauk, Arlington Heights resident, is in favor of keeping the Village vehicle sticker fee, as opposed to raising property taxes. Mr. Archauk asked why the State would have conflicting vehicle registration information, which Mr. Recklaus advised their data is not always current, therefore the Village may get information indicating a resident has a particular vehicle, when in fact it was sold a couple of years ago.

Trustee Sidor asked if the Board could revisit this enforcement plan in a couple of years to determine if this extra work is worth it. Mr. Recklaus thinks it would be beneficial to revisit this issue at any time.

Trustee LaBedz thinks the actual physical sticker is important to have and display, as it allows the Village to highlight a building in town or commemorate an activity, such as the 100th anniversary of the Memorial Day parade.

Trustee Rosenberg moved, seconded by Trustee LaBedz that the Committee-of-the-Whole direct staff to implement the proposed revisions to Vehicle Sticker Enforcement and Collection program.

Upon a voice vote, the motion passed unanimously.

Other Business

None

Adjournment

Trustee Tinaglia moved, seconded by Trustee Rosenberg to adjourn the meeting at 9:08 p.m. Upon a voice vote, the motion passed unanimously.



**Village Board
4/15/2019**

Item: Village Board 04/01/2019

Department: Village Clerk

ATTACHMENTS:

Description	Type
Village Board 04/01/2019	Minutes



MINUTES

President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005

April 1, 2019

8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Sidor, Scaletta, LaBedz, Padovani, Tinaglia, Rosenberg, Baldino, and Blackwood.

Also present were: Randy Recklaus, Scott Shirley, Tom Kuehne, Robin Ward, Charles Witherington Perkins, Cris Papierniak, and Becky Hume

IV. APPROVAL OF MINUTES

A. Village Board 03/18/2019

Approved

Trustee Carol Blackwood moved to approve. Trustee John Scaletta
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta,
Sidor, Tinaglia

B. 03/18/2019 Committee-of-the-Whole

Approved

Trustee John Scaletta moved to approve. Trustee Mike Sidor Seconded the
Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta,
Sidor, Tinaglia

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 03/30/2019

Approved

Trustee Bert Rosenberg moved to approve the Warrant Register of 03/30/2019 in the amount of \$1,110,072.93. Trustee John Scaletta Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

A. NICOR Downtown Gas Main Replacement

There will be a number of Downtown construction projects this summer. Informational meetings for businesses on these projects will be held on Wednesday, April 3 at 8:30 a.m. and on Monday, April 8 at 3:30 p.m. in the Board Room, located on the third floor of Village Hall.

An informational meeting for residents regarding the Downtown construction projects will be held on Monday, April 8 at 7:30 p.m. in the Board Room of Village Hall. Two village employees, Bill Oakley and Patrick Smith, have been designated as liaisons between businesses and residents for the Nicor project.

Margi Shiemann, Director of Community Affairs at Nicor Gas presented the project. Primarily, the construction is limited to the Downtown Business District. One neighborhood east of St. James will also have work done and there may be a handful of single family homes affected. Nicor is replacing the worst, aging pipe first. Nicor began replacing pipeline statewide in 2014 to modernize the system and upgrade pressure.

Affected properties will get letters, newsletters, door hangers, yard flags and have face to face contact with Nicor employees or contractors. All workers will wear identification badges. Contractors for Nicor will have 'Contractor' Badges on a lanyard or Clip. Residents should call 888 642-6748 if they are concerned about the authenticity of a worker. Residents can also call the Police if they are still unsure.

Work will begin on Miner and move to Sigwalt. After that, they will add main lines on Dunton, Evergreen and Campbell. This will require directional boring pipe-in and the digging of spot holes and tie in points.

Nicor's landscape contractor will begin restoration as soon as they are done. It will take 8 weeks to work on the main lines and 4-6 weeks of installing the gas to all the businesses in the area. The cross ties will then be completed and new meters installed. A couple of trucks of brick will be ordered to replace the sidewalk brick. There will be flaggers for street traffic and barricades where needed. They will do their best to have continued access to the sidewalks.

It was suggested that Nicor work with property managers for the multi-family housing units and office buildings to coordinate tie-ins. United Meters will reach out and schedule an appointment to do the cross tie. Gas has to be shut off during this time which takes from 2-4 hours. All the addresses in these multifamily units have been mailed the information. The contractor will attempt to get everyone in the building at one time but will leave a door hanger if they need to come back.

The replacement bricks for the sidewalks are being special ordered from the same manufacturer as the original bricks. The new 'enhanced' brick being rolled out by the Village could not be installed for patch work as it has different dimensions. It will be installed later and is not part of this restoration.

The Nicor team is aware of the summer events in the Downtown and will have weekly progress meetings to make sure there aren't any scheduling problems.

From a safety standpoint, the workers will install plastic non-slip plates where there are trip hazards and use Cold Patch to ramp up inclines. Flaggers and barricades will also be used.

Pat Eaves Heard, Nicor Regional Manager of Community Affairs, was recognized for her assistance in helping a local business open on time. She was thanked for her hard work.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS

A. Police Department Motorcycles Purchase

Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

CONSENT LEGAL

- A. An Ordinance Amending Chapter 17 of the Arlington Heights Municipal Code (Vehicle Stickers) Approved

Trustee Jim Tinaglia moved to approve 19-010. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

- B. An Ordinance Approving a Planned Unit Development, Amending the Zoning Ordinance of the Village of Arlington Heights, Granting a Land Use Variation and Granting Variations from Chapter 28 of the Arlington Heights Municipal Code (Goddard School, 1316 N Arlington Heights Rd) Approved

Trustee Jim Tinaglia moved to approve 19-011. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

- C. An Ordinance Granting a Land Use Variation and Approved Variations from Chapter 28 of the Arlington Heights Municipal Code (Verizon Wireless Cell Tower, 1122 W Rand Rd) Approved

Trustee Jim Tinaglia moved to approve 19-012. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta,

Sidor, Tinaglia

- D. Resolution Approved
(IDOT - work on State maintained rights-of-way)

Trustee Jim Tinaglia moved to approve R19-013. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

- A. Settlement - Workers' Compensation Claim - Approved
Dugan

Trustee Jim Tinaglia moved to approve the worker's compensation settlement of \$48,448.75 to Corey Dugan. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

CONSENT PETITIONS AND COMMUNICATIONS

- A. Bond Waiver - Metropolis Performing Arts Centre Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

- B. Bond Waiver-Metropolis Performing Arts Centre- Approved
Wine Tasting Fundraiser

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

- C. Request for Fee Waiver for Liquor Licenses - Approved
Arlington Heights Park District

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

- D. Bond Waiver - Arlington Heights Junior Woman's Club Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. Dunkin'/Baskin Robbins - 105 W. Dundee Rd. / Approved
Sign Variation - DC#19-007

The Dunkin'/Baskin Robbins wishes to add a logo sign on the west sign of the building and a sign on the tower. The proposal has a unanimous recommendation from the Design Commission and a positive recommendation from staff. The property is morphing from a Dunkin' Donuts shop to a combined Dunkin'/Baskin Robbins so an entire remodel of the store is occurring. They have gutted the interior, changed the seating area, added equipment and refaced the exterior. The exterior sign panel will be changed to reflect the new logo, but the footprint will be the same. Staff recommended that the pole sign be changed to a monument sign as

monument signs are more attractive, but it was not required. It was noted that a monument sign is costly, so to be 'business friendly' it was the right idea to not require it. The drive-thru will stay the same, as will the parking lot.

Trustee Mike Sidor moved to approve. Trustee John Scaletta Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

B. 1400 W. Thomas St. Subdivision - PC#18-025 Approved
Preliminary Plat of Subdivision, Rezoning,
Comprehensive Plan Amendment

Marcie Glueckert and Mark Heidkamp are seeking to rezone and subdivide a lot at 1400 W. Thomas which is on the corner of Thomas and Harvard. They purchased the property in 1984 when it was zoned R-3. The Comprehensive Plan for the property now shows R-E. The homes directly across the street on Harvard and to the North have been zoned R-3. The home on the site sustained an electrical fire, and it is now uninhabitable. Their intent is to subdivide the lot and have it match the zoning to the east and north of it. The balance of the lots in the neighborhood are R-E, except for a corner lot at the very west side of the area. They have been through the entire planning process and their neighbors have no objections. Village Staff approves of the proposal, but the Plan Commission rejected it because their request did not agree with the Comprehensive Plan. In its denial, the Plan Commission confirmed their preference to preserve larger lots in this neighborhood. The Glueckert/Heidkamp's plan is to rebuild the home on corner and develop the second lot in the future.

It was explained that R-E is an estate designation and it was overlaid onto this area in 2005 with the intent of preserving large parcels. Staff does not object to the proposed change in zoning as the lot sizes agree with the neighbor's lot sizes across the street and to the north. Staff also would require the property owner to sign an estoppel agreement for potential future village improvements to the area like curbs, gutters or sidewalks. There is a potential for flooding onto Harvard so the construction of a swale and connection to a storm sewer at Thomas is required.

The Board discussed its concerns with setting a precedent for other lot owners in the R-E district. As the position of this lot is on the corner, it makes it unique to the area. There is only one other lot that could potentially be subdivided this way, but it is interior to the neighborhood. The Board and Staff agreed that a subdivision in the middle of the neighborhood would not be desirable as that would be spot zoning. The lot under discussion is contiguous to R-3. Consensus emerged to support the zoning and subdivision request because on Harvard, the lots are all R-3 and

the same size as the proposed subdivision. Adding this lot would get rid of the jog in zoning, it makes sense because it would be contiguous R-3.

The specifics of the swale were discussed. Engineering and Public Works will review the plans when they come forward for permitting. The inlet at southern end that would connect underground. The petitioners agreed to do this work. The swale has to be completed after demolition and prior to construction on both lots.

Neighbor Vaclar Valek said it was a nice idea to divide it and make two houses.

Trustee Mike Sidor moved to approve the petition, subject to the following conditions: 1. The petitioner shall demolish the home on Lot 1. 2. Design Review shall be required prior to building permit application for homes on Lots 1 and 2. 3. Final Plat of Subdivision approval shall be required. 4. The petitioner shall provide a \$4,716 fee-in-lieu of onsite detention prior to Final Plat Approval. 5. Land contribution fees shall be paid for the Park District, School Districts, and Library District per Chapter 29 of the Municipal Code. 6. Prior to Final Plat Approval, the petitioner shall provide Final Engineering plans showing storm water infrastructure, such as a swale and inlet adjacent to Harvard Avenue connecting to the existing Village storm watersystem (or other engineering/infrastructure solution that will address necessary removal of storm water), as deemed acceptable by the Public Works Department and Engineering Division. 7. The petitioner shall provide all engineering fees, bonds, and deposits prior to Final Plat Approval. 8. Installation of storm water improvements, as deemed acceptable by the Public Works Department and Engineering Division, shall be required prior to issuance of a building permit for Lot 1 or Lot 2. 9. As part of the Final Plat of Subdivision approval, the subject property owner shall enter into an Estoppel Agreement with the Village, which agreement shall state that the property owner will not object to the establishment of a Special Assessment for construction of paving, curb and gutter, storm sewer, and sidewalk improvements within the Thomas Street and Harvard Avenue Right-of-Way. 10. The petitioner shall comply with all applicable Federal, State, and Village Codes, Regulations, and Policies. Trustee Richard Baldino Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

XIII. LEGAL

- A. A Resolution Conveying Interest in Property and Approved Authorizing the Execution of a Real Estate Contract
(112 N Belmont Ave)

The former Teen Center at 112 S. Belmont has been vacant since 2017. The Village no longer needs the property and explored alternative uses. The Library approached the Village with the idea of using the building to create a 'makerspace'. Given the potential community benefits of the project and because the use supports the Village's goal of supporting small businesses, the Village proposes to transfer the property to the Library. If the Library sells the property in the next 10 years, it must share the proceeds with the Village.

The Library proposes to make the site a 'makerspace', which is a collaborative work-space. It can be used for STEAM teaching and training, networking space and as an incubator for small business. Equipment will include: 3-D printers, fused filament fabricators, laser cutters, sewing and embroidery machines, patchwork tables, quilting machines, and vinyl cutters. A commercial kitchen will be built to expand culinary programming. This will allow for recipe testing, farmers market item preparation, or special event preparation. The space will be open 40 hours per week. Library Executive Director Mike Driskell summarized the community meetings and Library Board meetings where the issue was discussed. Most of the concerns expressed to date were about parking.

Feedback from the neighborhood showed that residents preferred the building be reused, versus tearing it down and having homes built there. There are 6 parking spaces on site, but with some reworking, they could expand to 12 spaces with a handicapped space by the front door. This parking option was preferred by Trustees. With the maximum occupancy of each room counted, at most the site would need 33 parking spaces. North Belmont Avenue has parking space for 14 vehicles. The Library has an agreement with the Park District for staff to park in the Recreation Park parking lot. There is a gravel area south of the tennis courts that could be used too.

The land is zoned for public use. If it was sold to a public entity, rezoning would need to occur which requires Board approval. The Board will approve any parking change that occurs on the street, but otherwise, no other approvals are necessary after tonight for the project to move forward. The Health Department takes care of inspections for the kitchens, which will be subject to Village regulations and inspections.

Resident John Castagnoli expressed concern for parking and wished that the gravel lot could be a predetermined space for parking rather than waiting to see what the occupancy demands are. Staff countered that most people want to be as close to the building as they can, so the site lot and street parking are most likely what they will use.

President Hayes reassured Mr. Castagnoli that the Board and the Library will be sensitive to the residents and will work together to address concerns as they come to light. Mr. Driskell said the Park District will accommodate them if needed, but they want to see how it works out with the site parking

and street parking first. It was explained that if there isn't a plan of the build-out, parking can't be successfully determined. There is plenty of parking opportunity in the area. All parties want this to be successful and are accountable to the residents. It is more prudent to wait and see what the demand is in this situation, so a decision isn't made without all the information.

No fence will be required as part of the renovations. The construction will include updating the parking lot, a roof replacement, HVAC, flooring, painting, new walls and windows.

Trustee Jim Tinaglia moved to approve R19-014/A19-015. Trustee Greg Padovani Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

Mr. Recklaus advised residents that summer construction updates are available via the website VAH.COM. Residents can also sign up for email updates.

President Hayes encouraged all residents to vote on Election Day.

XVII. ADJOURNMENT

Trustee Richard Baldino moved to adjourn at 9:34 p.m. Trustee John Scaletta Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Blackwood, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Sidor, Tinaglia



Village Board
4/15/2019

Item: Warrant Register 04/15/2019

Department: Village Clerk

ATTACHMENTS:

Description	Type
Warrant Register 04/15/2019	Warrant Register



**VILLAGE OF ARLINGTON
HEIGHTS**
WARRANT REGISTER FOR
CHECK DATE: 4-15-2019

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$587,204.14
227	Foreign Fire Ins Tax Fund	\$8,680.00
231	Criminal Investigation Fd	\$7,649.94
235	Municipal Parkg Opr Fund	\$39,524.16
401	Capital Projects Fund	\$10,929.52
426	Storm Water Control Fund	\$70.00
505	Water and Sewer Fund	\$86,444.75
511	Solid Waste Fund SWANCC	\$117,099.48
515	Arts,Entert & Events Fund	\$74,224.18
605	Health Insurance Fund	\$325,761.07
611	General Liability Ins Fnd	(\$8,733.30)
615	Workers Compensation Ins	\$161,375.66
621	Fleet Operations Fund	\$15,557.22
625	Technology Fund	\$46,522.93
715	Guaranty Deposits Fund	\$2,460.00
721	Escrow Deposits Fund	\$2,825.42
TOTAL ALL FUNDS		\$1,477,595.17

WARRANT REGISTER - GM0002**Department: 0****Division: 0**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217382	715-0000-220.93-00	BONNIE ALCARO	PERMIT REFUND	\$200.00	\$200.00
217417	715-0000-220.93-00	COMMERCIAL ASPHALT GROUP	BOND REFUND	\$100.00	\$100.00
217422	505-0000-452.46-00	JOHN COUGHLIN	REFUND PERMIT	\$1,100.00	\$1,100.00
217432	505-0000-120.80-00	ENGUIDANOS, SEBASTIAN	WATER BILL REFUND	\$32.16	\$32.16
217453	715-0000-220.93-00	HOLY FAMILY MINISTRIES 14438	BOND REFUND	\$2,160.00	\$2,160.00
217469	101-0000-250.05-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$1,196.00	\$1,196.00
	101-0000-422.10-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$189.00	\$189.00
	101-0000-422.15-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$280.00	\$280.00
	101-0000-422.30-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$180.00	\$180.00
	101-0000-422.45-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$40.00	\$40.00
	101-0000-432.08-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$1,605.00	\$1,605.00
	101-0000-432.09-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$70.00	\$70.00
	101-0000-432.12-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$500.00	\$500.00
	505-0000-452.46-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$1,500.00	\$1,500.00
	505-0000-472.30-00	JRC DESIGN BUILD INC	PERMIT REFUND	\$335.00	\$335.00
	721-0000-221.10-11	JRC DESIGN BUILD INC	PERMIT REFUND	\$2,825.42	\$2,825.42
217501	101-0000-140.50-00	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	(\$168.00)	(\$168.00)
217531	505-0000-452.42-00	JOE SZABO	REFUND WATER BILL	\$191.64	\$191.64
901434	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FSA	\$5,278.45	\$5,278.45
901437	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FSA	\$5,631.07	\$5,631.07
901438	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FSA	\$6,170.23	\$6,170.23
Division 0 Total					\$29,415.97
Department 0 Total					\$29,415.97

WARRANT REGISTER - GM0002**Department: 1 Board of Trustees****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217406	101-0101-501.21-65	CAPTION FIRST INC	EQUIPMENT RENTAL	\$525.00	\$525.00
217450	101-0101-501.30-01	HARRIS TRUST & SAVINGS BANK	IL MUNICIPAL LEAGUE	\$90.00	\$90.00
217477	101-0101-501.21-65	LORELLE COMMUNICATIONS INC	SERVICE MISCELLANEOUS	\$4,500.00	\$4,500.00
				Division 1 Total	\$5,115.00
				Department 1 Total	\$5,115.00

WARRANT REGISTER - GM0002**Department: 2 Integrated Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217450	101-0201-502.22-02	HARRIS TRUST & SAVINGS BANK	EIG*CONSTANTCONTACT.C	\$1,020.58	\$1,020.58
	101-0201-502.30-01	HARRIS TRUST & SAVINGS BANK	CHICAGO TRIB SUBSCRIPT	\$289.63	\$289.63
	101-0201-502.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*MW9NP3AJ2	\$8.99	\$8.99
217471	101-0201-502.22-02	KLUZ NANCY A	REIMBURSEMENT	\$80.00	\$80.00
217501	101-0201-502.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$24.27	\$293.30
			OFFICE SUPPLIES, GENERAL	\$269.03	
217526	101-0201-502.21-65	SPRINT	ACCT 456761884	\$100.00	\$100.00
217562	101-0201-502.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$85.00
Division 1 Total					\$1,877.50
Department 2 Total					\$1,877.50

WARRANT REGISTER - GM0002**Department: 3 Human Resources****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217440	615-0301-552.42-75	GALLAGHER BASSETT SERVICES INC	CLAIMS - MEDICAL LOSS	\$6,121.88	\$6,121.88
	615-0301-552.42-80	GALLAGHER BASSETT SERVICES INC	CLAIMS - W/C	\$3,241.58	\$3,241.58
217450	101-0301-503.22-01	HARRIS TRUST & SAVINGS BANK	WORKPLACE DIVERSITY LL	\$200.00	\$400.00
			WORKPLACE DIVERSITY LL	\$200.00	
	101-0301-503.22-02	HARRIS TRUST & SAVINGS BANK	SHRM QCS	\$189.00	\$189.00
	605-0301-552.20-50	HARRIS TRUST & SAVINGS BANK	NW COMMUNITY HOSPITAL	\$75.27	\$75.27
217463	615-0301-552.42-81	INTERGOVERNMENTAL RISK MGMT AGENCY	W/C TRAINING	\$708.00	\$152,012.20
			CLAIMS - W/C	\$150,070.90	
			W/C CLOSED	\$1,233.30	
217549	101-0301-503.21-65	VERIZON WIRELESS	ACCT 28544404900001	\$125.57	\$125.57
901436	605-0301-552.20-60	HMO ILLINOIS	INSURANCE PREMIUM	\$325,685.80	\$325,685.80
Division 1 Total					\$487,851.30
Department 3 Total					\$487,851.30

WARRANT REGISTER - GM0002**Department: 4 Legal Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
2177	101-0401-503.21-65	ROSE MARY JURINEK	COURT REPORTER	\$1,347.50	\$1,347.50
217415	101-0401-503.20-20	CLARK BAIRD SMITH LLP	LEGAL SERVICES	\$2,295.00	\$2,295.00
217421	101-0401-503.21-65	COOK COUNTY RECORDER OF DEEDS	RECORDINGS	\$210.00	\$210.00
217433	101-0401-503.20-15	ERNEST R BLOMQUIST PC	RETAINER	\$4,170.00	\$4,170.00
217435	101-0401-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$39.77	\$39.77
217450	101-0401-503.21-65	HARRIS TRUST & SAVINGS BANK	COOK COUNTY RECORDER O	\$4.00	\$4.00
	101-0401-503.22-03	HARRIS TRUST & SAVINGS BANK	IICLE	\$158.00	\$158.00
217452	101-0401-503.20-10	HOLLAND & KNIGHT LLP	LEGAL SERVICES	\$200.00	\$200.00
217534	101-0401-503.33-05	THOMSON REUTERS-WEST	INFORMATION CHARGES	\$304.02	\$304.02
217547	101-0401-503.21-65	VERIZON WIRELESS	ACCT 68500580500002	\$392.10	\$392.10
217562	101-0401-503.22-15	XEROX CORPORATION	SERVICE PRINTING	\$140.90	\$140.90
Division 1 Total					\$9,261.29
Department 4 Total					\$9,261.29

WARRANT REGISTER - GM0002**Department: 5 Finance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217388	101-0501-503.22-05	AMERICAN PRINTING TECHNOLOGIES	PRINTING SERVICES	\$1,950.00	\$1,950.00
	505-0501-503.21-65	AMERICAN PRINTING TECHNOLOGIES	PRINTING SERVICES	\$111.61	\$111.61
217450	101-0501-503.30-01	HARRIS TRUST & SAVINGS BANK	CRAINS CHIC SUBSCRIP	\$84.00	\$84.00
	101-0501-503.30-05	HARRIS TRUST & SAVINGS BANK	TRANSACT TECHNOLOGIES	\$94.58	\$94.58
217463	611-0501-552.42-61	INTERGOVERNMENTAL RISK MGMT AGENCY	CLAIMS - AUTO	(\$10,539.05)	(\$8,733.30)
			CLAIMS – GENERAL LIABILITY	\$1,805.75	
217473	101-0501-503.20-05	LAUTERBACH & AMEN LLP	SERVICE PROFESSIONAL	\$30,000.00	\$30,000.00
	505-0501-503.20-05	LAUTERBACH & AMEN LLP	SERVICE PROFESSIONAL	\$12,000.00	\$12,000.00
217501	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$56.71	\$56.71
217543	101-0501-503.30-05	VDO COMMUNICATIONS LLC	OFFICE SUPPLIES, GENERAL	\$261.40	\$261.40
217548	101-0501-503.21-65	VERIZON WIRELESS	ACCT 38508581800001	\$56.10	\$56.10
217562	101-0501-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$37.96	\$63.96
			OFFICE MACHINES & ACCESS	\$26.00	
Division 1 Total					\$35,945.06
Department 5 Total					\$35,945.06

WARRANT REGISTER - GM0002**Department: 6 Information Technology****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217409	625-0601-572.50-10	CDS OFFICE TECHNOLOGIES	COMPUTERS,DP & WORD PROC.	\$19,530.00	\$19,530.00
217426	625-0601-572.50-10	DELL MARKETING LP	COMPUTERS,DP & WORD PROC.	\$22,263.54	\$22,263.54
217450	625-0601-553.22-03	HARRIS TRUST & SAVINGS BANK	COMPULINK MANAGEMENT C	\$670.00	\$670.00
	625-0601-553.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*MW9P29E11	\$59.98	\$103.78
			AMAZON.COM*MW95U9MO0	\$43.80	
	625-0601-572.50-10	HARRIS TRUST & SAVINGS BANK	AMAZON.COM*MW0HG04G2	\$129.99	\$548.96
			CDS OFFICE TECHNOLOGIE	\$132.00	
			IDU*INSIGHT PUBLIC SEC	\$286.97	
217460	625-0601-572.50-10	IMAGE SYSTEMS & BUSINESS SOLUTIONS	PRINTER SERVICE	\$104.50	\$104.50
217525	625-0601-572.50-10	SOUTHERN COMPUTER WAREHOUSE	MONITORS	\$870.70	\$870.70
217544	625-0601-553.21-65	VERIZON WIRELESS	ACCT 68500580500001	\$1,404.81	\$1,404.81
217545	625-0601-553.21-65	VERIZON WIRELESS	ACCT 78036610800001	\$561.60	\$561.60
217546	625-0601-553.21-65	VERIZON WIRELESS	ACCT 98726153700001	\$465.04	\$465.04
Division 1 Total					\$46,522.93
Department 6 Total					\$46,522.93

WARRANT REGISTER - GM0002**Department: 10 Boards & Commissions****Division: 8**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217420	101-1008-502.20-75	CONRAD POLYGRAPH INC	INDIVIDUAL EXAMS	\$480.00	\$480.00
217462	101-1008-502.20-75	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	EXAM REVISIONS	\$7,110.00	\$7,110.00
				Division 8 Total	\$7,590.00

Division: 18

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217438	515-1018-525.40-55	NANCY FORCH	HEARTS OF GOLD	\$103.40	\$103.40
217490	515-1018-525.40-55	LAURIE MITCHELL	HEARTS OF GOLD	\$80.53	\$80.53
				Division 18 Total	\$183.93

Division: 21

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217505	101-1021-502.40-40	PETTY CASH	ECONOMIC ALLIANCE	\$29.98	\$29.98
				Division 21 Total	\$29.98

Division: 22

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217392	515-1022-525.40-55	ARLINGTON HTS ART GUILD	ARTS COMM	\$75.00	\$75.00
217450	101-1022-502.33-05	HARRIS TRUST & SAVINGS BANK	GL STOCK PHOTOS LLC	\$25.00	\$25.00
				Division 22 Total	\$100.00
				Department 10 Total	\$7,903.91

WARRANT REGISTER - GM0002**Department: 20 Special Events****Division: 5**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217450	515-2005-525.50-55	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*MI3A557H2	\$115.94	\$377.97
			AMZN MKTP US*MW3PF1L71	\$90.89	
			AMZN MKTP US*MW8XM8Z31	\$31.19	
			AMZN MKTP US*MW4520J32	\$139.95	
217486	515-2005-525.40-81	METROPOLIS PERFORMING ARTS CENTRE	2019 OPERATING CONTRIBUTION	\$66,250.00	\$66,250.00
Division 5 Total					\$66,627.97
Department 20 Total					\$66,627.97

WARRANT REGISTER - GM0002**Department: 30 Police Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217396	101-3001-511.18-03	ARLINGTON HTS SCHOOL DIST 25	CROSSING GUARDS	\$25,164.72	\$25,164.72
217402	101-3001-511.30-35	AXELROD, JASON	CLOTHING & APPAREL	\$535.68	\$535.68
217423	101-3001-511.33-05	CROWN TROPHY	PLAQUES	\$184.00	\$184.00
217424	101-3001-511.22-03	GREGORZ J CZERNECKI	TRAVEL & TRAINING	\$832.94	\$832.94
217450	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	LPC 500 W MONROE TRANS	\$10.00	\$10.00
	101-3001-511.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*MW3MJ2AW1	\$47.99	\$263.76
			BED BATH & BEYOND #108	\$167.99	
			AMZN MKTP US*MW3PK9GM	\$47.78	
	101-3001-511.30-35	HARRIS TRUST & SAVINGS BANK	DICK SCLOTHING&SPORTIN	\$49.98	\$114.53
			CFE-TAGMAN	\$64.55	
	101-3001-511.33-05	HARRIS TRUST & SAVINGS BANK	TLF*AMLINGS FLOWERLAND	\$75.00	\$1,425.00
			GRAND FRAME INC	\$1,350.00	
	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*M11H15NU1	\$15.99	\$183.68
			AMZN MKTP US*MW7XG8AV0	\$36.08	
			AMZN MKTP US*MW0GM85P0	\$13.40	
			AMZN MKTP US*MW8Y84HD1	\$37.07	
			AMZN MKTP US*MW9HO41T2	\$41.62	
			PANERA BREAD #203287	\$39.52	
	235-3001-532.33-05	HARRIS TRUST & SAVINGS BANK	PACIFIC CASCADE	\$297.42	\$297.42
	401-3001-572.50-15	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*MW3YR11W1	\$103.59	\$138.12
			AMAZON.COM*MW7JU9EX2 A	\$34.53	
217467	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	(\$135.10)	\$697.40
			CLOTHING & APPAREL	\$20.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217467	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$418.75	\$697.40
			CLOTHING & APPAREL	\$85.00	
			CLOTHING & APPAREL	\$135.00	
			CLOTHING & APPAREL	\$24.75	
			CLOTHING & APPAREL	\$149.00	
	101-3001-511.33-25	JG UNIFORMS	CLOTHING & APPAREL	\$785.00	\$1,570.00
			CLOTHING & APPAREL	\$785.00	
217472	101-3001-511.22-15	KONICA MINOLTA BUSINESS USA	OFFICE MACHINES & ACCESS	\$262.50	\$356.59
			OFFICE MACHINES & ACCESS	\$63.00	
			OFFICE MACHINES & ACCESS	\$31.09	
217479	101-3001-511.30-35	MACK STEPHANIE	CLOTHING & APPAREL	\$149.98	\$149.98
217494	101-3001-511.22-03	NATL INSTITUTE TRUTH VERIFICATION	REGISTRATION	\$790.00	\$790.00
217495	101-3001-511.22-03	NE MULTI REGIONAL TRAINING INC	MEMBERSHIP FEES	\$10,925.00	\$10,925.00
217498	101-3001-511.21-65	NORTHERN IL FUNERAL SERVICES INC	SERVICE PROFESSIONAL	\$480.00	\$1,385.00
			SERVICE PROFESSIONAL	\$480.00	
			SERVICE PROFESSIONAL	\$425.00	
217501	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$82.54	\$953.23
			OFFICE SUPPLIES, GENERAL	\$798.37	
			OFFICE SUPPLIES, GENERAL	\$72.32	
217506	101-3001-511.22-03	PETTY CASH/POLICE	GAS	\$15.00	\$15.00
	101-3001-511.33-25	PETTY CASH/POLICE	MEETING SUPPLIES	\$10.21	\$107.73
			MEETING SUPPLIES	\$17.52	
			CONFERENCE	\$80.00	
217507	101-3001-511.30-35	JOSEPH PINNELLO	CLOTHING & APPAREL	\$39.23	\$39.23
217510	101-3001-511.30-35	RAY O'HERRON	CLOTHING & APPAREL	\$34.65	\$34.65

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217511	101-3001-511.30-35	RECKER MARK	CLOTHING & APPAREL	\$44.95	\$44.95
217522	101-3001-511.22-03	SJODIN ALF	2019 LIFESAVERS CONFERENCE	\$962.88	\$962.88
217530	101-3001-511.22-10	SUMMIT PRINT SOLUTIONS	SERVICE PRINTING	\$96.00	\$96.00
217535	101-3001-511.22-10	TOTAL PRINT SOLUTIONS	SERVICE PRINTING	\$118.35	\$118.35
217538	401-3001-572.50-15	ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT	\$328.00	\$3,680.85
			EQUIPMENT	\$3,352.85	
217556	101-3001-511.30-35	VILLAGE OF OAK BROOK	REIMBURSEMENT	\$813.75	\$813.75
Division 1 Total					\$51,890.44

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217475	231-3003-511.40-11	LEADSONLINE LLC	ANNUAL RENEWAL	\$6,688.00	\$6,688.00
217504	231-3003-511.40-01	PARTNERS & PAWS VETERINARY SERVICES	VETERINARY SERVICES	\$741.84	\$756.29
			CANINE SUPPLIES	\$14.45	
217518	231-3003-511.40-01	SCIENTIFIC ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	\$135.66	\$205.65
			CANINE UNIT PROGRAM	\$69.99	
Division 3 Total					\$7,649.94
Department 30 Total					\$59,540.38

WARRANT REGISTER - GM0002**Department: 35 Fire****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217380	101-3501-512.22-03	AHLMAN PETER	PER DIEM FDIC CONFERENCE	\$125.00	\$125.00
217381	101-3501-512.30-35	AIR ONE EQUIPMENT	CLOTHING & APPAREL	\$335.25	\$335.25
217427	401-3501-572.50-15	DINGES FIRE COMPANY	SAFETY & FIRST AID EQUIP.	\$711.32	\$711.32
217434	101-3501-512.31-65	FASTENAL COMPANY	HARDWARE SUPPLIES	\$118.90	\$118.90
217437	101-3501-512.30-35	FIRESERVICE MANAGEMENT	TURNOUT GEAR REPAIR	\$357.90	\$357.90
217446	101-3501-512.22-03	PETER GRIPPER	TRAVEL & TRAINING	\$1,020.60	\$1,020.60
217448	101-3501-512.22-03	CURT HANSELMAN	TUITION REIMBURSEMENT	\$692.50	\$692.50
217449	101-3501-512.22-03	ANDREW HANSEN	EMS SEMINAR	\$424.38	\$424.38
217450	101-3501-512.22-03	HARRIS TRUST & SAVINGS BANK	NU CPS REGISTRATION	\$1,000.00	\$1,000.00
	101-3501-512.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US*MI6DS76G2	\$107.44	\$107.44
	101-3501-512.31-65	HARRIS TRUST & SAVINGS BANK	AMAZON.COM*MW35J30P1	\$116.94	\$249.43
			AMZN MKTP US*MW1DU94P2	\$13.49	
			AMZN MKTP US*MW8VJ0N12	\$119.00	
217457	101-3501-512.22-03	IL FIRE FIGHTER PEER GROUP	TRAVEL & TRAINING	\$60.00	\$60.00
217461	101-3501-512.22-03	IMAGE TREND CONNECT	2019 CONFERENCE - KLEIN	\$610.00	\$1,220.00
			2019 CONFERENCE - PARKER	\$610.00	
217465	101-3501-512.22-02	INTL SOCIETY OF FIRE SERVICE INSTR	2019 DUES - WOOD	\$125.00	\$125.00
217467	101-3501-512.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$110.00	\$110.00
217480	101-3501-512.22-03	RICK MANTHY	EMS SEMINAR	\$423.56	\$423.56
217484	101-3501-512.31-85	MUNICIPAL EMERGENCY SERVICES	SAFETY & FIRST AID EQUIP.	\$15,345.00	\$15,345.00
217491	101-3501-512.31-65	MOTOROLA SOLUTIONS INC	RADIO & TELECOMMUNICATION	\$1,189.90	\$1,189.90
217497	101-3501-512.22-03	NORTHEASTERN IL PUBLIC SAFETY	TRAVEL & TRAINING	\$450.00	\$450.00
217501	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$90.71	\$90.71

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217550	101-3501-512.21-65	VERIZON WIRELESS	ACCT 44205897800001	\$782.05	\$782.05
217561	101-3501-512.22-03	WOOD DWAYNE J	PER DIEM FDIC CONFERENCE	\$125.00	\$125.00
				Division 1 Total	\$25,063.94
				Department 35 Total	\$25,063.94

WARRANT REGISTER - GM0002**Department: 37 Foreign Fire Insurance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217390	227-3701-512.50-15	ANDERSON RESCUE SOLUTIONS LLC	SAFETY & FIRST AID EQUIP.	\$8,640.00	\$8,680.00
			SHIPPING/DELIVERY SERVICE	\$40.00	
Division 1 Total					\$8,680.00
Department 37 Total					\$8,680.00

WARRANT REGISTER - GM0002**Department: 40 Planning****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217447	401-4001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE PROFESSIONAL	\$404.50	\$404.50
217450	101-4001-521.21-65	HARRIS TRUST & SAVINGS BANK	APL*ITUNES.COM/BILL	\$0.99	\$1.98
			APL*ITUNES.COM/BILL	\$0.99	
	101-4001-521.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM*MI3MF3JA2	\$25.75	\$65.74
			AMAZON.COM*MI3W688V0	\$39.99	
	101-4001-521.40-40	HARRIS TRUST & SAVINGS BANK	ICSC	\$190.00	\$190.00
217481	101-4001-521.40-40	MANUFACTURERS NEWS INC	ADVERTISING	\$469.42	\$469.42
217501	101-4001-521.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$1,008.24	\$1,064.75
			OFFICE SUPPLIES, GENERAL	\$56.51	
217555	101-4001-521.21-65	VERIZON WIRELESS	ACCT 38042002700001	\$221.92	\$221.92
Division 1 Total					\$2,418.31
Department 40 Total					\$2,418.31

WARRANT REGISTER - GM0002**Department: 45 Building****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217410	101-4501-523.21-65	CHAUDHRY, FARHAN	REFUND PERMIT FEES	\$1,834.27	\$1,834.27
217435	101-4501-523.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$35.16	\$35.16
217450	101-4501-523.30-35	HARRIS TRUST & SAVINGS BANK	SHUBEES	\$270.02	\$270.02
217505	101-4501-523.22-03	PETTY CASH	IL PLUMBING MTG	\$20.00	\$20.00
	101-4501-523.30-05	PETTY CASH	OFFICE SUPPLIES	\$37.99	\$37.99
217533	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$6,272.00	\$6,310.00
			SERVICE BLDG MAINT	\$38.00	
Division 1 Total					\$8,507.44
Department 45 Total					\$8,507.44

WARRANT REGISTER - GM0002**Department: 70 Health****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217394	101-7001-541.41-16	ARLINGTON HTS PARK DISTRICT	CAP CHILDREN AT PLAY	\$30.00	\$2,334.93
			CAP CHILDREN AT PLAY	\$30.00	
			CAP CHILDREN AT PLAY	\$2,274.93	
217450	101-7001-541.21-65	HARRIS TRUST & SAVINGS BANK	J2 *MYFAX SERVICES	\$10.00	\$10.00
	101-7001-541.40-53	HARRIS TRUST & SAVINGS BANK	COMM ED RESI PMT	\$453.84	\$453.84
217476	101-7001-541.20-25	SHERRY LEMKE	COUNSELING	\$245.00	\$645.00
			COUNSELING	\$400.00	
217505	101-7001-541.22-03	PETTY CASH	SBOC IL TRAINING	\$29.00	\$29.00
217530	101-7001-541.22-10	SUMMIT PRINT SOLUTIONS	SERVICE PRINTING	\$50.00	\$163.50
			SERVICE PRINTING	\$113.50	
217551	101-7001-541.21-65	VERIZON WIRELESS	ACCT 88556712200001	\$287.21	\$287.21
217562	101-7001-541.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$85.00
Division 1 Total					\$4,008.48

Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217395	101-7007-541.31-65	ARLINGTON HTS PARK DISTRICT	AWARDS FOR VOLUNTEER RECG	\$224.00	\$224.00
217450	101-7007-541.21-02	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US	(\$138.40)	(\$166.08)
			AMZN MKTP US	(\$27.68)	
	101-7007-541.31-65	HARRIS TRUST & SAVINGS BANK	AMAZON.COM*MW5AR3342 A	\$62.40	\$226.57
			AMZN MKTP US*MB5HE0I12	\$92.73	
			AMZN MKTP US*MW5DH50L0	\$14.50	
			JEWEL-OSCO	\$56.94	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217451	101-7007-541.31-65	HENRICKSEN & COMPANY INC	FURNITURE, OFFICE	\$1,337.22	\$1,337.22
217501	101-7007-541.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$71.56	\$71.56
217562	101-7007-541.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$18.60	\$18.60
				Division 7 Total	\$1,711.87
				Department 70 Total	\$5,720.35

WARRANT REGISTER - GM0002**Department: 71 Public Works****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217375	101-7101-531.21-11	A & J SEWER SERVICE INC	HARDWARE SUPPLIES	\$135.00	\$135.00
217376	101-7101-531.31-55	ACTIVE ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	\$155.55	\$155.55
	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	(\$117.32)	\$714.68
			ELECTRICAL SUPPLIES	\$832.00	
217377	101-7101-531.31-85	ADDISON BUILDING MATERIAL CO	HARDWARE SUPPLIES	\$13.13	\$13.13
217379	101-7101-531.21-02	AFFILIATED CUSTOMER SERVICE INC	HARDWARE SUPPLIES	\$1,273.50	\$1,273.50
217386	101-7101-531.30-35	AMAZON COM CAPITAL SERVICES	CLOTHING & APPAREL	\$174.95	\$174.95
	401-7101-572.50-15	AMAZON COM CAPITAL SERVICES	SNOW COMMAND UPGRADES	\$61.97	\$211.96
			SNOW COMMAND UPGRADES	\$149.99	
217387	101-7101-531.21-02	AMERICAN DOOR & DOCK	SERVICE BLDG MAINT	\$354.25	\$564.09
			SERVICE BLDG MAINT	\$209.84	
217389	101-7101-531.31-55	ANDERSON LOCK	POLICE DIGITAL LOCK	\$502.55	\$502.55
217391	101-7101-531.22-03	APWA ILLINOIS PUBLIC SERVICE	IPSI REGISTRATION	\$100.00	\$100.00
217397	426-7101-571.50-25	ARLINGTON HTS SCHOOL DIST 25	BUILDING FEE	\$70.00	\$70.00
217398	101-7101-531.22-70	AT & T	ACCT 84759060006156	\$887.53	\$887.53
217399	101-7101-531.22-70	AT & T	ACCT 217S667106106	\$1,711.02	\$1,711.02
217400	101-7101-531.22-70	AT & T	ACCT 84725535058159	\$2,965.69	\$2,965.69
217401	101-7101-531.22-70	AT & T LONG DISTANCE	ACCT 2147713	\$720.66	\$720.66
217403	101-7101-531.31-55	BERKHEIMER CO INC	HARDWARE SUPPLIES	\$17.47	\$17.47
217407	101-7101-531.31-90	CARGILL INCORPORATED	STREET/SIDEWALK SUPPLIES	\$3,058.07	\$19,836.56
			STREET/SIDEWALK SUPPLIES	\$10,731.23	
			STREET/SIDEWALK SUPPLIES	\$6,047.26	
217412	101-7101-531.21-55	CHRISTOPHER B BURKE LTD	SERVICE MISCELLANEOUS	\$1,440.00	\$1,440.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217413	101-7101-531.21-11	CINTAS CORP	MATS	\$33.95	\$105.38
			MATS	\$33.95	
			MATS	\$37.48	
217416	101-7101-531.22-70	COMCAST CABLE	TV	\$21.05	\$21.05
217419	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0191814025	\$290.32	\$290.32
217425	101-7101-531.21-02	DAHME MECHANICAL INDUSTRIES	SERVICE BLDG MAINT	\$719.00	\$719.00
217428	101-7101-531.31-55	DURABUILT FENCE	HARDWARE SUPPLIES	\$60.80	\$60.80
217442	101-7101-531.31-55	GLOBAL EQUIPMENT COMPANY	HARDWARE SUPPLIES	\$322.74	\$322.74
217444	101-7101-531.22-03	GRAVES MICHAEL	REIMBURSEMENT	\$594.50	\$594.50
217445	101-7101-531.21-11	GREAT LAKES FIRE AND SAFETY	SERVICE BLDG MAINT	\$320.00	\$320.00
217450	101-7101-531.22-03	HARRIS TRUST & SAVINGS BANK	EB 2019 IAMMA ANNUAL	\$75.00	\$75.00
	101-7101-531.30-05	HARRIS TRUST & SAVINGS BANK	A E RUBBER STAMP CORP	\$38.50	\$38.50
	101-7101-531.31-55	HARRIS TRUST & SAVINGS BANK	EJ WELCH CO - ELK GROV	\$188.63	\$188.63
	101-7101-531.31-65	HARRIS TRUST & SAVINGS BANK	APL*ITUNES.COM/BILL	\$0.99	\$67.14
			MICHAELS STORES 1338	\$66.15	
217455	101-7101-531.31-45	HP PRODUCTS CORP	HARDWARE SUPPLIES	\$128.42	\$561.72
			HARDWARE SUPPLIES	\$433.30	
217456	101-7101-531.22-02	IL DEPARTMENT OF AGRICULTURE	APPLICATOR LICENSE	\$60.00	\$60.00
217458	101-7101-531.22-02	IL PUBLIC WORKS MUTUAL AID NETWORK	DUES	\$125.00	\$125.00
217459	101-7101-531.31-65	ILLCO INC	HARDWARE SUPPLIES	\$11.22	\$11.22
217464	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	\$88.00	\$911.00
			PEST CONTROL	\$196.00	
			PEST CONTROL	\$176.00	
			PEST CONTROL	\$167.00	
			PEST CONTROL	\$196.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217464	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	\$88.00	\$911.00
217466	101-7101-531.20-05	JENKINS AND HUNTINGTON INC	SERVICE CONSULTING	\$4,912.50	\$4,912.50
217468	101-7101-531.21-65	JOHNSON CONTROLS SECURITY SOLUTIONS	MONTHLY MONITORING	\$106.43	\$1,192.01
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$117.07	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$117.07	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$106.43	
			MONTHLY MONITORING	\$106.43	
217470	101-7101-531.30-35	ASHLEY KARR	SAFETY SHOE REIMBURSEMENT	\$129.98	
217478	101-7101-531.31-40	LOWES COMMERCIAL SERVICES	AGRICULTURAL SUPPLIES	\$15.10	\$15.10
	101-7101-531.31-85	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$174.60	\$174.60
217483	101-7101-531.20-05	MECO CONSULTING	SERVICE PROFESSIONAL	\$450.00	\$450.00
217487	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	ELEVATOR MAINTENANCE	\$1,497.75	\$1,497.75
217488	101-7101-531.21-62	MIDWEST COMPANIES	SERVICE MISCELLANEOUS	\$5,200.00	\$5,200.00
217500	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLY	\$180.64	\$180.64
	101-7101-531.31-75	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLY	\$24.54	\$24.54
217501	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$29.98	\$29.98
217502	101-7101-531.22-03	PAGONES MICHAEL	IL TRANSPORT CONFERENCE	\$14.00	\$14.00
217503	101-7101-531.21-11	PARENTI & RAFFAELLI LTD	SERVICE PROFESSIONAL	\$4,372.00	\$4,372.00
217508	101-7101-531.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	\$1,998.67	\$1,998.67

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217509	101-7101-531.33-05	PRO SAFETY INC	HARDWARE SUPPLIES	\$100.80	\$100.80
217513	401-7101-571.50-20	ROCKWELL SPACE SOLUTIONS	STOREROOM EQUIPMENT	\$4,436.00	\$4,627.86
			STOREROOM EQUIPMENT	\$191.86	
217516	101-7101-531.21-11	SARGES RANGE SERVICE INC	SERVICE BLDG MAINT	\$275.00	\$275.00
217520	101-7101-531.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$12.49	\$75.44
			STREET/SIDEWALK SUPPLIES	\$0.86	
			HARDWARE SUPPLIES	\$16.13	
			STREET/SIDEWALK SUPPLIES	\$45.96	
	101-7101-531.31-75	SHERWIN ACE HARDWARE	ELECTRICAL SUPPLY	\$7.18	\$7.18
217523	401-7101-571.50-45	BILL SNYDER	SIDEWALK REIMBURSEMENT	\$560.00	\$560.00
217524	101-7101-531.21-02	SOUTH SIDE CONTROL SUPPLY CO.	HARDWARE SUPPLIES	\$81.30	\$81.30
217528	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	HARDWARE SUPPLIES	\$118.16	\$235.72
			SERVICE BLDG MAINT	\$117.56	
217530	101-7101-531.22-10	SUMMIT PRINT SOLUTIONS	PRINTING SERVICE	\$55.00	\$55.00
217537	401-7101-571.50-20	ULINE INC	HARDWARE SUPPLIES	\$594.91	\$594.91
217541	101-7101-531.31-55	US PLUMBING & HEATING SUPPLY CO	HARDWARE SUPPLIES	\$57.51	\$57.51
217552	101-7101-531.22-70	VERIZON WIRELESS	ACCT 98547850100002	\$478.98	\$478.98
217553	101-7101-531.22-70	VERIZON WIRELESS	ACCT 58675303500001	\$4,117.20	\$4,117.20
217557	101-7101-531.31-65	WALMART COMMUNITY	EVENT SUPPLIES	\$65.10	\$65.10
217562	101-7101-531.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$170.00
			OFFICE MACHINES & ACCESS	\$85.00	
801830	101-7101-531.22-70	AT & T	ACCT 84734215365273	\$42.69	\$1,115.75
			ACCT 84739208661733	\$45.19	
			ACCT 84739271083278	\$45.41	
			ACCT 84739420624707	\$42.84	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801830	101-7101-531.22-70	AT & T	ACCT 84739443682112	\$42.69	\$1,115.75
			ACCT 84779713213488	\$42.87	
			ACCT 847R1902892011	\$854.06	
801831	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	ACCT 92054513	\$694.45	\$694.45
801832	101-7101-531.21-50	NICOR	ACCT 04802945268	\$28.69	\$13,027.79
			ACCT 15839647334	\$730.93	
			ACCT 19426400008	\$102.02	
			ACCT 25422686599	\$3,572.44	
			ACCT 28178600004	\$677.63	
			ACCT 38096400007	\$1,594.78	
			ACCT 38178600003	\$564.62	
			ACCT 40178600009	\$244.90	
			ACCT 53278600001	\$2,494.98	
			ACCT 72489260108	\$186.77	
			ACCT 94830700004	\$842.95	
			ACCT 97034457784	\$1,987.08	
801833	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0002031003	\$31.55	\$314.66
			ACCT 2278061084	\$283.11	
Division 1 Total					\$82,812.76
Department 71 Total					\$82,812.76

WARRANT REGISTER - GM0002**Department: 72 Water and Sewer****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217377	505-7201-561.31-55	ADDISON BUILDING MATERIAL CO	SERVICE BLDG MAINT	\$83.35	\$114.71
			SERVICE BLDG MAINT	\$31.36	
	505-7201-561.31-85	ADDISON BUILDING MATERIAL CO	SERVICE BLDG MAINT	\$43.51	\$43.51
217384	505-7201-561.21-02	ALLEN J COLEMAN CO	SERVICE BLDG MAINT	\$794.19	\$794.19
217386	505-7201-561.30-35	AMAZON COM CAPITAL SERVICES	CLOTHING & APPAREL	\$89.90	\$249.86
			CLOTHING & APPAREL	\$159.96	
	505-7201-561.31-65	AMAZON COM CAPITAL SERVICES	COMPUTER SUPPLIES	\$27.56	\$224.64
			COMPUTER SUPPLIES	\$117.04	
			COMPUTER SUPPLIES	\$80.04	
217416	505-7201-561.22-70	COMCAST CABLE	TV	\$2.10	\$2.10
217418	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	\$221.58	\$221.58
217431	505-7201-561.22-03	ELK GROVE PUBLIC WORKS	APWA EVENT/TRAINING	\$40.00	\$40.00
217443	505-7201-561.31-05	GRAINGER W W INC	ELECTRICAL SUPPLY	\$414.30	\$414.30
217450	505-7201-561.21-65	HARRIS TRUST & SAVINGS BANK	CHARGE.PREZI.COM	\$29.00	\$29.00
217454	505-7201-561.22-03	HORNDASCH TODD	WATERCON	\$27.00	\$27.00
217458	505-7201-561.22-02	IL PUBLIC WORKS MUTUAL AID NETWORK	DUES	\$100.00	\$100.00
217470	505-7201-561.22-03	ASHLEY KARR	WATERCON	\$44.08	\$44.08
217478	505-7201-561.31-05	LOWES COMMERCIAL SERVICES	ELECTRICAL SUPPLY	\$8.14	\$8.14
	505-7201-561.31-55	LOWES COMMERCIAL SERVICES	WATER SEWER SYSTEM SUPPLY	\$105.72	\$105.72
	505-7201-561.31-65	LOWES COMMERCIAL SERVICES	WATER SEWER SYSTEM SUPPLY	\$19.32	\$19.32
	505-7201-561.31-85	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$9.96	\$44.12
			HARDWARE SUPPLIES	\$26.57	
			HARDWARE SUPPLIES	\$7.59	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217483	505-7201-561.20-05	MECO CONSULTING	SERVICE PROFESSIONAL	\$450.00	\$450.00
217489	505-7201-561.31-02	MIDWEST METER INC	METERS SUPPLY	\$3,439.25	\$4,170.50
			METERS SUPPLY	\$731.25	
217496	505-7201-561.22-03	NORDIN DAVID	WATERCON	\$32.59	\$32.59
217500	505-7201-561.31-05	NORTHWEST ELECTRICAL SUPPLY CO	WATER DIST SUPPLY	\$43.41	\$46.65
			WATER DIST SUPPLY	\$3.24	
217501	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$35.49	\$85.10
			OFFICE SUPPLIES, GENERAL	\$41.25	
			OFFICE SUPPLIES, GENERAL	\$8.36	
217508	505-7201-561.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	\$1,998.68	\$1,998.68
217509	505-7201-561.33-05	PRO SAFETY INC	HARDWARE SUPPLIES	\$100.80	\$100.80
217520	505-7201-561.31-02	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$46.53	\$46.53
	505-7201-561.31-55	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$6.07	\$19.91
			HARDWARE SUPPLIES	\$11.77	
			HARDWARE SUPPLIES	\$2.07	
	505-7201-561.33-05	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$13.99	\$13.99
217521	505-7201-561.31-65	SCOTT SHIRLEY	SAFETY COMMITTEE LUNCH	\$86.74	\$86.74
217529	505-7201-561.20-05	SUBURBAN LABORATORIES INC	WATER SAMPLES	\$3,572.00	\$3,572.00
217532	505-7201-561.31-02	TEST GAUGE INC	METERS SUPPLY	\$4,447.41	\$6,842.68
			METERS SUPPLY	\$2,395.27	
217536	505-7201-561.50-15	TRI ANGLE FABRICATION & BODY	WATER SEWER SYSTEM SUPPLY	\$4,925.00	\$4,925.00
217537	505-7201-561.50-10	ULINE INC	HARDWARE SUPPLIES	\$182.39	\$182.39
217542	505-7201-561.31-01	USA BLUEBOOK	WATER DIST SUPPLY	\$247.55	\$1,683.55
			WATER DIST SUPPLY	\$1,436.00	
	505-7201-561.31-02	USA BLUEBOOK	HARDWARE SUPPLIES	\$66.95	\$66.95

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217553	505-7201-561.22-70	VERIZON WIRELESS	ACCT 58675303500001	\$2,744.80	\$2,744.80
217554	505-7201-561.22-70	VERIZON WIRELESS	ACCT 78635116200001	\$4,437.15	\$4,437.15
801830	505-7201-561.22-70	AT & T	ACCT 84759021056118	\$936.06	\$1,124.80
			ACCT 84759080850047	\$188.74	
801831	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 9205457	\$9,644.56	\$24,767.85
			ACCT 9205455	\$7,592.59	
			ACCT 9205452	\$1,743.60	
			ACCT 9205450	\$1,655.89	
			ACCT 9205459	\$3,617.16	
			ACCT 92054511	\$514.05	
801832	505-7201-561.21-50	NICOR	ACCT 04055600003	\$129.42	\$755.80
			ACCT 05850400002	\$93.06	
			ACCT 16797600000	\$101.32	
			ACCT 19278600002	\$196.43	
			ACCT 42567835683	\$29.27	
			ACCT 76830700001	\$206.30	
801833	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0111076085	\$197.52	
			ACCT 1092085063	\$110.09	\$307.61
				Division 1 Total	\$60,944.34
				Department 72 Total	\$60,944.34

WARRANT REGISTER - GM0002**Department: 73 Parking****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217429	235-7301-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$453.84	\$453.84
217517	235-7301-532.31-90	SCHOENBERG SALT INC	STREET/SIDEWALK SUPPLIES	\$5,806.16	\$5,806.16
217540	235-7301-532.21-40	UNION PACIFIC RAILROAD	LOT P 1ST QTR PAYMENT	\$3,966.87	\$3,966.87
801833	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	ACCT 4286290000	\$773.37	\$876.92
			ACCT 4643715006	\$21.86	
			ACCT 5231622008	\$81.69	
Division 1 Total					\$11,103.79

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217429	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,437.16	\$1,437.16
217517	235-7302-532.31-90	SCHOENBERG SALT INC	STREET/SIDEWALK SUPPLIES	\$5,804.42	\$5,804.42
801831	235-7302-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 9205451	\$4,466.18	\$4,466.18
Division 2 Total					\$11,707.76

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217429	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,437.16	\$1,437.16
217517	235-7303-532.31-90	SCHOENBERG SALT INC	STREET/SIDEWALK SUPPLIES	\$5,804.42	\$5,804.42
801831	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 92054510	\$3,321.87	\$3,321.87
801832	235-7303-532.21-50	NICOR	ACCT 12690400002	\$29.21	\$29.21
Division 3 Total					\$10,592.66

Division: 4

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217429	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$453.84	\$453.84
217487	235-7304-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	\$360.00	\$360.00
801831	235-7304-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 9205458	\$4,911.36	\$4,911.36
801832	235-7304-532.21-50	NICOR	ACCT 92296400002	\$97.33	\$97.33
				Division 4 Total	\$5,822.53
				Department 73 Total	\$39,226.74

WARRANT REGISTER - GM0002**Department: 74 Solid Waste Disposl SWANCC****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901435	511-7401-562.21-54	SOLID WASTE AGENCY	TIPPING FEES MAY 2019	\$117,099.48	\$117,099.48
				Division 1 Total	\$117,099.48
				Department 74 Total	\$117,099.48

WARRANT REGISTER - GM0002**Department: 75 Municipal Fleet Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
2176	621-7501-551.21-07	IL SECRETARY OF STATE	TITLE TRANSFER	\$95.00	\$95.00
217378	621-7501-551.31-51	ADVANCE AUTO PARTS	VEH MAINTENANCE SUPPLY	\$28.00	\$292.41
			VEH MAINTENANCE SUPPLY	\$80.95	
			VEH MAINTENANCE SUPPLY	\$90.04	
			VEH MAINTENANCE SUPPLY	\$80.95	
			VEH MAINTENANCE SUPPLY	\$12.47	
217383	621-7501-551.31-51	ALEXANDER EQUIPMENT CO INC	VEH MAINTENANCE SUPPLY	\$402.95	\$402.95
217385	621-7501-551.31-51	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	\$323.98	\$323.98
217393	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	\$34.22	\$63.67
			VEH MAINTENANCE SUPPLY	\$29.45	
217404	621-7501-551.31-51	BRISTOL HOSE & FITTING INC	VEH MAINTENANCE SUPPLY	\$430.83	\$430.83
217405	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$51.79	\$342.88
			VEH MAINTENANCE SUPPLY	\$7.10	
			VEH MAINTENANCE SUPPLY	\$26.76	
			VEH MAINTENANCE SUPPLY	\$83.38	
			VEH MAINTENANCE SUPPLY	\$83.38	
			VEH MAINTENANCE SUPPLY	\$20.78	
			VEH MAINTENANCE SUPPLY	\$33.58	
			VEH MAINTENANCE SUPPLY	\$22.80	
			VEH MAINTENANCE SUPPLY	\$9.58	
			VEH MAINTENANCE SUPPLY	\$3.73	
217408	621-7501-551.31-51	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SUPPLY	\$144.00	\$144.00
217411	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$299.00	\$476.93

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217411	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$603.72	\$476.93
			VEH MAINTENANCE SUPPLY	\$57.00	
			VEH MAINTENANCE SUPPLY	(\$342.71)	
			CORE RETURN	(\$140.08)	
217414	621-7501-551.21-36	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	\$146.82	\$146.82
217430	621-7501-551.21-07	EJ EQUIPMENT INCORPORATED	VEH MAINTENANCE SUPPLY	\$797.91	\$797.91
217436	621-7501-551.21-07	FEDERAL SIGNAL CORP	VEH MAINTENANCE SUPPLY	\$113.82	\$113.82
217439	621-7501-551.31-51	FOSTER COACH SALES INC	VEH MAINTENANCE SUPPLY	\$37.46	\$37.46
217441	621-7501-551.31-51	GLOBAL EMERGENCY PRODUCTS	VEH MAINTENANCE SUPPLY	\$372.00	\$372.00
217450	621-7501-551.21-07	HARRIS TRUST & SAVINGS BANK	IL TOLLWAY-AUTOREPLENI	\$40.00	\$40.00
217455	621-7501-551.31-51	HP PRODUCTS CORP	VEH MAINTENANCE SUPPLY	(\$101.43)	(\$101.43)
217458	621-7501-551.22-02	IL PUBLIC WORKS MUTUAL AID NETWORK	DUES	\$25.00	\$25.00
217482	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$40.75	\$583.02
			VEH MAINTENANCE SUPPLY	\$542.27	
217492	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	\$28.37	\$301.36
			VEH MAINTENANCE SUPPLY	\$145.00	
			VEH MAINTENANCE SUPPLY	\$127.99	
217499	621-7501-551.21-07	NORTHWEST AUTO WASH	CAR WASHES	\$442.45	\$1,094.80
			CAR WASHES	\$652.35	
217515	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	\$8.40	\$3,079.89
			VEH MAINTENANCE SUPPLY	\$180.16	
			VEH MAINTENANCE SUPPLY	\$208.35	
			VEH MAINTENANCE SUPPLY	\$2,682.98	
217519	621-7501-551.31-51	SCRUBBER CITY INC	VEH MAINTENANCE SUPPLY	\$574.07	\$574.07
217520	621-7501-551.31-51	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$10.14	\$18.12

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217520	621-7501-551.31-51	SHERWIN ACE HARDWARE	VEH MAINTENANCE SUPPLY	\$7.98	\$18.12
217527	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$2,004.67	\$2,026.79
			VEH MAINTENANCE SUPPLY	\$22.12	
217538	621-7501-551.21-07	ULTRA STROBE COMMUNICATIONS INC	INSTALLATION CHARGES	\$1,750.00	\$2,000.00
			VEH MAINTENANCE SUPPLY	\$250.00	
217539	621-7501-551.30-35	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$56.19	\$83.38
			CLOTHING & APPAREL	\$27.19	
217558	621-7501-551.21-07	WE WASH EXPRESS	VEHICLE DETAILING	\$200.00	\$200.00
217559	621-7501-551.31-51	WENTWORTH TIRE SERVICE	VEH MAINTENANCE SUPPLY	\$489.22	\$489.22
217560	621-7501-551.31-51	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	\$368.79	\$368.79
217563	621-7501-551.31-65	ZEP MANUFACTURING CO	VEH MAINTENANCE SUPPLY	\$619.21	\$619.21
217564	621-7501-551.31-65	ZORO TOOLS INC	HARDWARE SUPPLIES	\$114.34	\$114.34
Division 1 Total					\$15,557.22
Department 75 Total					\$15,557.22

WARRANT REGISTER - GM0002**Department: 90 Capital****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217512	505-9001-571.50-25	ROBINSON ENGINEERING LTD	SERVICE CONSULTING	\$4,575.00	\$10,230.00
			SERVICE CONSULTING	\$5,655.00	
Division 1 Total					\$10,230.00
Department 90 Total					\$10,230.00

WARRANT REGISTER - GM0002**Department: 99 Non Operating****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
217474	101-9901-591.40-89	LE OBSESSION	SALES TAX ABATEMENT	\$165.00	\$165.00
217485	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	\$6,506.58	\$6,506.58
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	\$830.70	\$830.70
217493	101-9901-591.40-89	NAPLETON FLEET GROUP	SALES TAX ABATEMENT	\$318,717.00	\$318,717.00
217514	101-9901-591.40-89	BOB ROHRMAN	SALES TAX ABATEMENT	\$25,054.00	\$25,054.00
Division 1 Total					\$351,273.28
Department 99 Total					\$351,273.28
TOTAL ALL FUNDS:					\$1,477,595.17



Village Board
4/15/2019

Item: Recognition of Trustee Carol Blackwood and Trustee Mike Sidor

Department: Village Managers Office

Recognition of Outgoing Trustee Carol Blackwood and Trustee Mike Sidor



Village Board
4/15/2019

Item: Recognition of RMHS Chamber Orchestra

Department: Village Manager's Office

Recognition of RMHS Chamber Orchestra for their performance at The Music for All National Festival.



**Village Board
4/15/2019**

Item: Public Works - Water Tank Painting

Department: Public Works

The approved 2019 Capital Water & Sewer Budget (505-9001-571-50.25 WA-11-01) includes \$1,456,900 for painting the one million gallon elevated Thomas Water Tank and replacing the final course of roof panels at Station #16 West Tank, which is located south of the Wilke-Kirchhoff Detention Basin.

The bid package was broken into two parts, one for the painting of the elevated Thomas Tank and the other for the additional work to be performed at the Station #16 West Tank. Three bids were received. Two contractors submitted bids for both tanks and one contractor submitted a bid only for the Station #16 West Tank. Available funding was not sufficient to perform both tasks; the funding was sufficient for the painting of the elevated Thomas Tank.

The painting of the elevated Thomas Tank includes the abrasive blast to metal of the interior and exterior of the tank, modification of the ladder and walkway around the tank, and painting the interior and exterior of the tank. The water tank was last painted in 1993. New coatings can be expected to last up to 25 years and help extend the life of the tank.

Specifications and plans were prepared, advertised and distributed to national industrial painting firms. On April 4th, the following bids were opened and publically read aloud:

<u>BIDDER</u>	<u>THOMAS TANK</u>	<u>STATION</u>
<u>#16W</u>		
Era Valdivia Contractors, Chicago, IL	\$1,048,900	\$787,000
Jetco Ltd, Lake Zurich, IL	\$1,056,190	\$953,560
Tecorp Inc., Joliet IL	No Bid	
\$1,054,000		

The lowest responsive bidder, Era Valdivia Contractors of Chicago, Illinois, has received favorable comments from references and has successfully performed similar work for surrounding municipalities in the past. The Village's tank painting consultant, Robinson Engineering, has reviewed all documents and recommends awarding the bid for painting the Thomas Water Tank to Era Valdivia Contractors. Era Valdivia Contractors bid is within budget and within \$7,000 of the engineer's estimate. The bidder has been determined to be responsible and the bid meets specifications.

RECOMMENDATION

It is recommended that the Village Board reject all of the bids for the painting of the Station #16 West tank and award the bid for the Thomas Water Tank, Interior and Exterior Painting to Era Valdivia Contractors of Chicago, IL, for their not-to-exceed price of \$1,048,900.



**Village Board
4/15/2019**

Item: Utility Maintenance Materials 2019

Department: Public Works

The approved 2019 PW Utility Budget includes \$206,000 for utility maintenance materials.

Each year, the Public Works Utilities Division purchases utility maintenance materials in order to keep the water distribution and sewer system operational. In an effort to streamline purchasing efforts, the Utilities Division publicly bids frequently ordered materials such as sewer pipe, sewer couplings, fire hydrants, valves, and surge suppressors. Based on annual averages, the Utility Division anticipates installing 434 feet of sewer pipe, 124 sewer couplings, 40 fire hydrants, 24 valves, and 8 surge suppressors, during routine maintenance and emergency repairs.

On March 27, 2019, eight bids were publicly opened for utility maintenance materials. Bids were submitted based on per unit pricing for an estimated annual quantity for each of the materials specified. The majority of the purchases will be under \$25,000. It is anticipated that the Village will purchase materials in excess of \$25,000 from one bidder - EJ USA, Inc. of East Jordan, MI. Staff has purchased utility maintenance materials from EJ USA, Inc. in the past, and found the quality of the materials, the responsiveness of the vendor, and the accuracy of deliveries to be acceptable. The attachment shows the bid unit prices that are being awarded to EJ USA, Inc.

Funds for this work are available in Account No. 505-7201-561.31-01.

RECOMMENDATION

It is recommended that the Village Board accept the lowest responsible per unit bid prices from EJ USA, Inc. of East Jordan, Michigan for Utility Maintenance Materials as set forth in the attachment, in accordance with the unit prices and not-to-exceed budget and authorize Staff to execute the necessary documents.

ATTACHMENTS:

Description

Utility Maintenance Materials Bid 2019

Type

Exhibits

Category / Description	Estimated Annual Quantity	Water Products Unit Price	Underground Unit Price	Core & Main Unit Price	Mid American Unit Price	Ziebell Unit Price	EJ Unit Price	Menoni Mocogni Unit Price	Sewer Boss Unit Price
ALL PRICES TO INCLUDE DELIVERY									
5' 6" Bury Hydrant with Valve Box, Cover, and Stabilizer	10			\$2,890.00		\$3,409.00	\$2,500.04		
6' Bury Hydrant with Valve Box, Cover, and Stabilizer	10			\$2,935.00		\$3,460.00	\$2,535.10		
6' 6" Bury Hydrant with Valve Box, Cover, and Stabilizer	10			\$2,980.00		\$3,539.00	\$2,574.98		
7' Bury Hydrant with Valve Box, Cover, and Stabilizer	10			\$3,025.00		\$3,593.00	\$2,609.91		
6" - Hydrant Extension Kit	6			\$385.00		\$483.00	\$252.01		
12" - Hydrant Extension Kit	6			\$455.00		\$590.00	\$295.01		
24" - Hydrant Extension Kit	2			\$575.00		\$760.00	\$380.01		
6" MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	5	\$617.00	\$581.00	\$605.00		\$749.00	\$539.98		
8" MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	5	\$949.00	\$892.00	\$930.00		\$1,149.00	\$855.00		
10" MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	1	\$1,465.00	\$1,374.00	\$1,440.00		\$1,770.00	\$1,320.01		
12" MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	1	\$1,855.00	\$1,738.00	\$1,823.00		\$2,215.00	\$1,679.96		
6" Oversize MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	5	\$895.00	\$852.00	\$758.00		\$1,285.00	\$715.00		
8" Oversize MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	5	\$1,355.00	\$1,305.00	\$1,105.00		\$1,905.00	\$1,169.95		
10" Oversize MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	1	\$1,920.00	\$1,870.00				\$1,705.00		
12" Oversize MJ x MJ Epoxy Coated Resilient Wedge Gate Valve	1	\$2,540.00	\$2,370.00				\$2,015.02		
6" Surge Suppressor	8				\$1,740.00	\$2,095.00	\$2,445.92		



**Village Board
4/15/2019**

Item: Police Pursuit Vehicle Purchase - Dodge Charger

Department: Public Works

The approved 2019 Capital Budget includes \$29,136 for the replacement of one pursuit vehicle for the Police Department Detectives. The proposed vehicle is a 2019 Dodge Charger. The current vehicle is in excess of eight years old, and has exceeded its useful life as a Police vehicle. The Fleet Unit of Public Works has inspected this vehicle and determined it is in need of replacement. The current vehicle will be surplus in accordance with Village guidelines.

Staff proposes to purchase the vehicle through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing program for local communities. The SPC represents 143 municipalities in the six County area of Northern Illinois and is administered through the Northwest Municipal Conference.

Napleton Fleet Group, Oak Brook, IL is this year's winning bidder for this vehicle. The Village has worked with Napleton Fleet Group in the past and found them to be acceptable.

The total cost for the pursuit vehicle is \$25,027 and funds are available for this purchase in Account No. 621-9003-572.50-05 (VH9503).

RECOMMENDATION

It is recommended that the Village Board award the bid to Napleton Fleet Group of Oak Park, Illinois, in the amount of \$25,027 for the purchase of a 2019 Dodge Charger for the Police Department, and authorize staff to execute the necessary contracts.



**Village Board
4/15/2019**

Item: Police Pursuit Vehicles Purchase - Ford Fusions

Department: Public Works

The approved 2019 Capital Budget includes \$51,431 for the replacement of two pursuit vehicles for the Police Department Detectives. The proposed vehicles are 2019 Ford Fusions. The current vehicles are in excess of eight years old, and have exceeded their useful lives as Police vehicles. The Fleet Unit of Public Works has inspected these vehicles and determined they are in need of replacement. The current vehicles will be surplus in accordance with Village guidelines.

Staff proposes to purchase the vehicle through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing program for local communities. The SPC represents 143 municipalities in the six County area of Northern Illinois and is administered through the Northwest Municipal Conference.

Roesch Ford of Bensenville, IL is this year's winning bidder for this vehicle. The Village has worked with Roesch Ford in the past and found them to be acceptable.

The total cost for the two pursuit vehicles is \$48,762 and funds are available for this purchase in Account No. 621-9003-572.50-05 (VH9503).

RECOMMENDATION

It is recommended that the Village Board award the bid to Roesch Ford of Bensenville, Illinois, in the amount of \$48,762 for the purchase of two 2019 Ford Fusions for the Police Department, and authorize staff to execute the necessary contracts.



**Village Board
4/15/2019**

Item: Downtown Sewer Construction

Department: Public Works

The approved 2019-2023 Capital Improvement Program (CIP) includes \$2.085 million for the Campbell / Sigwalt Stormwater Control Project. This project was identified in the Flood Study performed by CDM Smith in 2015. The original project budget was \$2.7 million which included \$600,000 for the asphalt pavement restoration and originally the pavement work was to be funded from our road annual road projects. However, the road funding was not included in the approved CIP and only the \$2.085 million was included in the 2019 budget.

During the design and bid preparation phase, several changes in scope were authorized to address critical issues. Those changes and their budget impact are summarized as follows:

1. The sewer on Sigwalt Avenue is being extended west from Walnut Avenue to Ridge Avenue to address a known problem area not included in the original estimate (\$50,000).
2. In some locations, the sewer size and depth requires the relocation and reconfiguration of water mains (\$120,000).
3. The plan to use parallel relief sewers was changed to a design calling for the replacement and upsizing of the existing combined sewers. This allows for more utility room in the R.O.W. for future work (\$140,000).
4. The Project Budget was increased for inflation since original costs were projected in 2015 (\$290,000).
5. An Alternate (No. 1) was added to perform a sewer connection on Sigwalt east of Arlington Heights Road which was necessary to handle the actual flows on the south half of the project (\$25,000).
6. Another Alternate (No. 2) was added to construct the Dunton mid-block crosswalk (\$110,000).

This additional work and adjustment for inflation result in a project estimate of \$3,435,000.

Bidding

On Monday, April 8, 2019 a public bid opening was held for the Downtown Sewer Project. Five bids were publicly opened and read aloud. Martam Construction, Inc. was the apparent low bidder at \$3,649,582.80. A copy of the bid tabulation is attached for reference.

Martam Construction's Base Bid is \$3,448,612. Martam included the following pricing for the Alternates:

Alternate No. 1: Consists of a short relief pipe that connects two existing sewers on Sigwalt Street in front of Village Hall. This portion was split off as an alternate because Staff considered doing this connection in-house. Based on the bids obtained and after internal discussion, Staff recommends that Alternate 1 be included in the bid award.

Martam Bid Alternate No. 1: \$24,966.00

Alternate No. 2: Encompasses the work for the Dunton Avenue mid-block crossing, which was previously designed by HLR, Inc. as a stand-alone project. The original estimate of cost from HLR, Inc. was \$119,133. Based on the bids obtained and after internal discussion, Staff recommends that Alternate 2 be included in the bid award. Staff feels there would be no benefit to try to re-bid this mid-block crossing separately.

Martam Bid Alternate No. 2: \$176,004.80

The Total Bid from Martam Construction, Inc. including the alternates is \$3,649,582.80

Our consulting engineer, Burns and McDonnell, has reviewed the bids and recommends that the bid with alternates be awarded to Martam Construction. Staff concurs with this recommendation.

Construction Management

Staff requested a proposal from Burns and McDonnell for the construction management of the project. This proposal is being reviewed by Staff. The cost for this work is \$260,000. Staff believes this cost is reasonable at approximately 7+% of the total project cost. These costs are included in the recommended budget amendment. Staff is reviewing the proposal and anticipates bringing the contract for approval to the Village Board for consideration at the May 6th meeting

MWRD Grant

During the design phase of this project, Staff applied for a grant with the MWRD. The grant request was for the \$2.1 million estimate of the stormwater costs of this project, not including road patching or other considerations. The MWRD has made a preliminary award to the Village of up to \$1.8 million. The agreement for this grant will be voted upon at the April 15th Board meeting, with final approval by MWRD on May 2nd. The Village will need to upfront the cost and request reimbursements.

\$3,473,578.00 of this award will be funded from Account 426-7101-571.50-25 (SW1804). \$176,004.80 will be funded from 401-4001-571.50-30 (ST1535).

Staff also requests a budget transfer in the amount of \$1,648,578.00 from the Storm Water Control Capital Reserves Fund to 426-7101-571.50-25 (SW1804). This budget transfer will support additional construction costs due to a change in project scope as summarized above (\$1,388,578.00) and future construction management costs (\$260,000.00) that staff will present to the Village Board at the May 6, 2019 meeting.

RECOMMENDATION

It is recommended that the Village Board award the contract for Downtown Sewer Construction to Martam Construction, Inc., of Elgin, Illinois in the amount of \$3,649,582.80. Martam Construction has completed work for the Village in the past and has been determined to be a responsive vendor. It is also recommended that the budget for this project be amended by \$1,648,578 using Storm Water Control Fund reserves.

ATTACHMENTS:

Description	Type
Downtown Sewer Construction bids	Exhibits

Bidder	Base Bid	Alternate #1	Alternate #2	Total Bid
Martam Construction	\$3,448,612.00	\$24,966.00	\$176,004.80	\$3,649,582.80
Dimeo Brothers	\$3,471,023.00	\$20,000.00	\$234,366.00	\$3,725,389.00
Neri Construction	\$3,676,184.00	\$31,675.00	\$157,539.00	\$3,865,398.00
Bolder Contractors	\$3,757,589.00	\$14,802.00	\$186,112.00	\$3,958,503.00
Cecchin Plumbing	\$4,956,628.00	\$24,175.00	\$177,476.00	\$5,158,279.00



Village Board
4/15/2019

Item: Ordinance - Code Amendment - Chapter 13 - Alcoholic Liquor Dealers

Department: Manager/Legal

An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code (Making available Class "N" liquor licenses and surrender of Class "B" liquor licenses)

ATTACHMENTS:

Description

Code Amendment - Chapter 13

Type

Ordinance

AN ORDINANCE AMENDING CHAPTER 13 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That Section 13-502 of the Arlington Heights Municipal Code, pertaining to the number of liquor licenses authorized, is hereby amended by increasing the number of Class “N” liquor licenses and decreasing the number of Class “B” liquor licenses, with the amended entries for Class “B” and “N” licenses to read as follows:

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
B	\$4,600.00	29
N (retail only)	\$1,000.00	2

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of April, 2019.

Village President

ATTEST:

Village Clerk

Liquor License Ordinances:N-Increase B Decrease



Item: Resolution - SWANCC - Appointment of Director and Alternate Director

Department: Legal

Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County
(Thomas Hayes, Director and Randall Recklaus, Alternate Director)

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description

SWANCC

Type

Resolution

**RESOLUTION APPOINTING A DIRECTOR
AND ALTERNATE DIRECTOR TO THE
SOLID WASTE AGENCY OF NORTHERN COOK COUNTY**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, AS FOLLOWS:

SECTION ONE: The Village of Arlington Heights is a member of the Solid Waste Agency of Northern Cook County ("the Agency") and, pursuant to the Agency Agreement establishing the Agency, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors of the Agency.

SECTION TWO: The President and Board of Trustees of the Village of Arlington Heights appoints Village President Thomas W. Hayes as the Village's Director on the Board of Directors of the Agency and appoints Village Manager Randall Recklaus as its Alternate Director, in each case for a term expiring April 30, 2021, or until his successor is appointed.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of April, 2019.

Village President

ATTEST:

Village Clerk



Village Board
4/15/2019

Item: Ordinance - Comprehensive Plan - 1400 W Thomas St

Department: Planning/Legal

An Ordinance Amending the Comprehensive Plan of the Village of Arlington Heights
(1400 W Thomas St)

ATTACHMENTS:

Description	Type
Comprehensive Plan - 1400 W Thomas St Ordinance	

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
OF THE VILLAGE OF ARLINGTON HEIGHTS**

WHEREAS, in Petition Number 18-025, on February 27, 2019, pursuant to notice, the Plan Commission of the Village of Arlington Heights conducted a public hearing to consider an amendment to the Comprehensive Plan, which includes a change to the land use designation for the property located at 1400 W Thomas St, Arlington Heights, Illinois; and

WHEREAS, the President and Board of Trustees have reviewed the minutes of the Plan Commission hearing and determined that amendment to the Comprehensive Plan is in the best interests of the Village of Arlington Heights,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: The Comprehensive Plan of the Village of Arlington Heights is hereby amended by changing the land use designation for the property legally described as follows:

Lot 1 in Lynnwood Subdivision Unit No. Two, being a subdivision in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 19 and in the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 19, all in Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 03-19-107-005-0000

and commonly described as 1400 W Thomas St, Arlington Heights, Illinois, from a “single-family detached estate” use to a “single family detached” use.

SECTION TWO: The revision to the Comprehensive Plan shall be placed on file with the Village Clerk and shall be available for public inspection.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and shall be recorded in the Office of the Cook County Recorder.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of April, 2019.

Village President

ATTEST:

Village Clerk

MISCORD:Comprehensive Plan – 1400 W Thomas St



Village Board
4/15/2019

Item: Ordinance - Preliminary Plat of Resubdivision - 1400 W Thomas St

Department: Planning/Legal

An Ordinance Amending the Zoning Ordinance of the Village of Arlington Heights and Approving a Preliminary Plat of Resubdivision (1400 W Thomas St)

ATTACHMENTS:

Description	Type
Preliminary Plat - 1400 W Thomas St	Ordinance

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE VILLAGE OF ARLINGTON HEIGHTS AND
APPROVING A PRELIMINARY PLAT OF RESUBDIVISION**

WHEREAS, on February 27, 2019, pursuant to notice, in Petition No. 18-025, the Plan Commission of the Village of Arlington Heights conducted a public hearing on a request for rezoning from an R-E One-Family Dwelling District to an R-3 One-Family Dwelling District, and approval of a preliminary plat of resubdivision to resubdivide one single-family lot into two single-family lots for the property located at 1400 W Thomas St, Arlington Heights, Illinois; and

WHEREAS, the President and Board of Trustees have considered the report and recommendations of the Plan Commission and have determined that authorizing and granting the requests, subject to certain conditions hereinafter described, is in the best interests of the Village,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That the Zoning Ordinance of the Village of Arlington Heights be and it is hereby amended by reclassifying from an R-E One-Family Dwelling District to an R-3 One-Family Dwelling District the following described property:

Lot 1 in Lynnwood Subdivision Unit No. Two, being a subdivision in the East ½ of the West ½ of the Northwest ¼ of Section 19 and in the West ½ of the East ½ of the Northwest ¼ of Section 19, all in Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 03-19-107-005-0000

and commonly described as 1400 W Thomas St, Arlington Heights, Illinois.

SECTION TWO: That a preliminary plat of resubdivision dated November 5, 2018 with revisions through February 12, 2019, prepared by Schroeder & Associates, Illinois professional land surveyors, is hereby approved for the property rezoned in SECTION ONE of this Ordinance.

SECTION THREE: That the property shall be in accordance with the **Existing Topography**, prepared by Bono Consulting, Inc., dated November 30, 2018 with revisions through

January 22, 2019, consisting of sheet C-1, copies of which are on file with the Village Clerk and available for public inspection.

SECTION FOUR: That the rezoning and approval of the preliminary plat of resubdivision are subject to the following conditions, to which the Petitioner has agreed:

1. The Petitioner shall demolish the home on Lot 1.
2. Design review shall be required prior to building permit application for the homes on Lots 1 and 2.
3. The Petitioner shall receive final plat of resubdivision approval.
4. The Petitioner shall provide a \$4,716 fee in lieu of onsite detention prior to final plat of resubdivision approval.
5. Land contribution fees shall be paid for the Park District, School Districts, and Library District pursuant to Chapter 29, Subdivision Control Regulations, of the Municipal Code.
6. Prior to final plat approval, the Petitioner shall provide final engineering plans showing storm water infrastructure, such as a swale and inlet adjacent to Harvard Avenue connecting to the existing Village storm water system (or other engineering/infrastructure solution that will address necessary removal of storm water), as deemed acceptable by the Public Works Department and Engineering Division.
7. The Petitioner shall provide all engineering fees, bonds, and deposits prior to final plat of resubdivision approval.
8. Installation of storm water improvements, as deemed acceptable by the Public Works Department and Engineering Division, shall be required prior to issuance of a building permit for Lot 1 or Lot 2.
9. As a requirement of the final plat of resubdivision approval, the subject property owner shall enter into an estoppel agreement with the Village, which agreement shall state that the property owner will not object to the establishment of a special assessment for construction of paving, curb and gutter, storm sewer, and sidewalk improvements within the Thomas Street and Harvard Avenue right-of-way.
10. The Petitioner shall comply with all applicable Federal, State and Village codes, regulations and policies.

SECTION FIVE: That the approval of the preliminary plat of resubdivision granted in SECTION TWO of this Ordinance authorizes the submission of a final plat for the proposed resubdivision and detailed plans and specifications for the public improvements therein. The preliminary approval shall be effective for a period no longer than 12 months, unless extended by the President and Board of Trustees during that period.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and shall be recorded in the office of the Cook County Recorder.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of April, 2019.

Village President

ATTEST:

Village Clerk

PREPLAT:1400 W Thomas Street



Village Board
4/15/2019

Item: Resolution - Intergovernmental Agreement - MWRDGC

Department: Engineering/Legal

This Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago is for the grant for the Downtown Sewer Construction project.

Recommendation

It is recommended that the Village Board approve the attached Resolution Approving an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Downtown Sewer project.

ATTACHMENTS:

Description

Intergovernmental Agreement -
MWRDGC

Type

Resolution

A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE
NORTHWEST WATER RECLAMATION DISTRICT OF GREATER CHICAGO

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That an Intergovernmental Agreement by and between the Village of Arlington Heights and the Metropolitan Water Reclamation District of Greater Chicago pertaining to the design, construction, operation and maintenance of the Campbell Street/Vail Avenue/Dunton Avenue/Sigwalt Street downtown combined sewer area, a true and correct copy of which is attached hereto, be and the same is approved.

SECTION TWO: The Village Manager is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of April, 2019.

Village President

ATTEST:

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
ARLINGTON HEIGHTS AND THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION
AND MAINTENANCE OF THE CAMPBELL STREET/ VAIL AVENUE/DUNTON
AVENUE/SIGWALT STREET/ DOWNTOWN COMBINED SEWER AREA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois ("MWRDGC") and the Village of Arlington Heights, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois ("Village").

WITNESSETH:

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

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

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes the MWRDGC to plan, implement, and finance local activities relating to stormwater management projects in Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain Storm Sewers within its corporate limits; and

WHEREAS, the Village proposes to replace, upsize, and install new storm sewers, ranging in sizes from 18" to 54" on Campbell Street, Vail Avenue, Dunton Avenue, Sigwalt Street, Chestnut Avenue, and Evergreen Avenue in Arlington Heights, Illinois for the public benefit of reducing flooding in the general area (the "Public Benefit"); and

WHEREAS, the Village intends to design, construct, operate, maintain and own the sewer improvements set forth in this Agreement; and

WHEREAS, the Village's proposed plans for the Project may be approached more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the size and scope of this Project would be substantially reduced but for the MWRDGC's commitment of financial and technical resources; and

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

WHEREAS, on _____, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____, the Village's Board of Trustees authorized the Village to enter into an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The work contemplated by this Agreement will include design and construction of new 42-inch relief sewer on N. Chestnut Avenue from W. Campbell Street to W. Wing Street, 18-inch relief sewer on S. Highland Avenue from just south of W. Campbell to W. Campbell Street, 18-inch relief sewer on W. Campbell Street from S. Vail Avenue to just east of S. Vail Street, 18-inch relief sewer on Dunton Avenue from midblock S. Dunton Avenue to W. Sigwalt Street, 24-inch relief sewer on S. Evergreen Avenue in midblock of S. Evergreen Avenue, 24-inch relief sewer on W. Sigwalt Street immediately east of S. Arlington Heights Road and replacement and upsizing of the existing 12-inch, 15-inch, 18-inch and 24-inch with a 24-inch, 30-inch and 54-inch combined sewer on W. Sigwalt Street from S. Ridge Avenue to S. Vail Avenue, existing 12-inch and 15-inch with a 21-inch, 24-inch and 36-

inch combined sewer on W. Campbell Street from S. Ridge Avenue to S. Vail Avenue and existing 12-inch with a 18-inch combined sewer on S. Vail Avenue from midblock S. Vail Avenue to W. Sigwalt Street in the Village (hereinafter the "Facilities"), as depicted on Exhibit 1. All work to design, construct, operate, and maintain the Facilities shall hereinafter be referred to as the "Project."

2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details ("Construction Documents") for the Project.
3. The Project shall realize the Public Benefit of helping to alleviate flooding, located within the Project area of the Village, as shown in Exhibit 1.
4. The Village shall provide the MWRDGC with a copy of 60% and 98% complete Construction Documents for MWRDGC's approval as to the Public Benefit.
5. The MWRDGC shall review and provide comments to the Village as to the Project's Public Benefit in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents. The Village shall incorporate MWRDGC's review comments into the Construction Documents.
6. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project. The Village shall construct the Project in accordance with the final Construction Documents.
7. To the extent practicable, the Village, its agents, contractors, or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to, landscaping. Subject to availability, the MWRDGC will provide the biosolids free of charge with the Village being required to pay for and make arrangements for transportation necessary to deliver the biosolids to the Project area.
8. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, (attached to this Agreement as

Exhibits 2) when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the MWRDGC's applicable general standards. The Village need not include the attached Exhibit 2 as part of its bid documents. The Village is responsible for ensuring that these applicable minimum requirements are met.

9. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the standards for "Covered Projects" detailed in it. The attached Exhibit 3 need not be included as part of the Project's bid documents, however, the Village is responsible for ensuring that its applicable minimum requirements are met.
10. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached to this Agreement as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Small Business Enterprises.
11. The Village will comply with the MWRDGC's Affirmative Action goals with respect to that portion of the cost of the Project for which the MWRDGC has contributed funds. The determination as to whether the Village has complied with these Affirmative Action goals

is solely in the MWRDGC's discretion. If the Village fails to fully comply with these Affirmative Action goals, as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).

12. The MWRDGC will have the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC's Affirmative Action goals and requirements.
13. In order to evidence compliance with the MWRDGC's Affirmative Action Requirements, the Village must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.
14. Every 30 days from the start of construction until its completion, the Village must submit to the MWRDGC's Diversity Administrator the following: (1) an Affirmative Action Status Report ("Status Report") attached to this Agreement as Exhibit 6; (2) full or partial lien waivers from the participating MBE/WBE/SBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
15. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
16. The Village, at its sole cost and expense, shall provide the final design, land acquisition, remediation (if necessary), construction oversight, and administrative support for the Project.

17. The Village shall submit an Operation and Maintenance Plan ("O&M Plan") for the MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 7. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.
18. The MWRDGC shall reimburse the Village for **85.72%** of the total construction cost of the Project, but in no event shall that amount exceed One Million, eight hundred thousand and NO/100 Dollars (**\$1,800,000.00**) (the "Maximum Reimbursement Amount"). All funding provided by the MWRDGC shall be exclusively to reimburse the Village for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to Village in accordance with the following schedule:
- a. 25% at receipt of invoices for 25% completion of construction of the Facilities;
 - b. 25% at receipt of invoices for 50% completion of construction of the Facilities;
 - c. 25% at receipt of invoices for 75% completion of construction of the Facilities; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover 85.72% of the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC. The MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.
19. The MWRDGC's Maximum Reimbursement Amount is based on the funding amount that the MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from the MWRDGC

beyond the current fiscal year is subject to the approval of MWRDGC's Board of Commissioners.

20. To date, the Village has spent approximately \$125,314.64 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately \$300,000.00 towards total construction costs, including construction inspection.
21. As a condition for reimbursement, the Village shall submit copies of construction invoices to the MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.
22. The Village shall return all funds provided by the MWRDGC if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project, unless the MWRDGC approves an extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance,

and access to the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.

2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.
3. The Village shall record all easements, licenses, or deeds acquired for the Project.
4. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRDGC in any part of the Project.

Article 5. Maintenance

1. The Village, at its sole cost and expense, shall perpetually maintain the facilities, and any other associated appurtenances in accordance with the O&M plan approved by the MWRDGC.
2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRDGC within thirty (30) days of completion.
3. The MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the MWRDGC may cause such maintenance to be performed and the Village

shall pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.

5. In the event of failure of the Village to maintain or operate the Project to provide the intended Public Benefit, the MWRDGC may demand that the Village return some or all of the funding it provided under this Agreement.
6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village has provided MWRDGC notice of Bid Advertisement for the Project.
2. Construction. The Village shall provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from MWRDGC no later than fourteen (14) days following its termination of the Agreement.

Article 8. Termination by MWRDGC

Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date

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

Article 10. Duration

Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment

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

Article 12. Waiver of Personal Liability

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

Article 13. Indemnification

The Village shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("the MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands,

actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 14. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of Village are duly authorized to sign same on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village has allocated \$300,000.00 in funds for this Project, which are separate from and in addition to the funds to be provided by the MWRDGC under this Agreement.

Article 15. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers

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

Article 17. Waivers

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

Article 18. Severability

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

Article 19. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Deemed Inclusion

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

Article 21. Entire Agreement

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

Article 22. Amendments

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

Article 23. References to Documents

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

Article 24. Judicial and Administrative Remedies

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

The rights and remedies of MWRDGC or the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 25. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement, (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE CAMPBELL STREET/VAIL AVENUE/DUNTON

AVENUE/SIGWALT STREET/DOWNTOWN COMBINED SEWER AREA” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives

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

For the MWRDGC:

Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Fax: (312) 751-5681
Email: oconnorc@mwrdd.org

For the Village:

Village Manager
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Phone: (847) 368-5100
Fax: (847)-253-2524
Email: administration@vah.com

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

Article 27. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties agree that this Agreement shall be executed in quadruplicate.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Arlington Heights, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF ARLINGTON HEIGHTS

BY: _____

Thomas W. Hayes, Mayor

ATTEST:

Becky Hume, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date

Assistant Director of Engineering Date

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

Exhibits and Attachments

Exhibit 1:	Proposed Relief Sewers
Exhibit 2:	MWRDGC's Purchasing Act
Exhibit 3:	MPLA
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Utilization Plan
Exhibit 6:	Affirmative Action Status Report
Exhibit 7:	Operation and Maintenance Plan

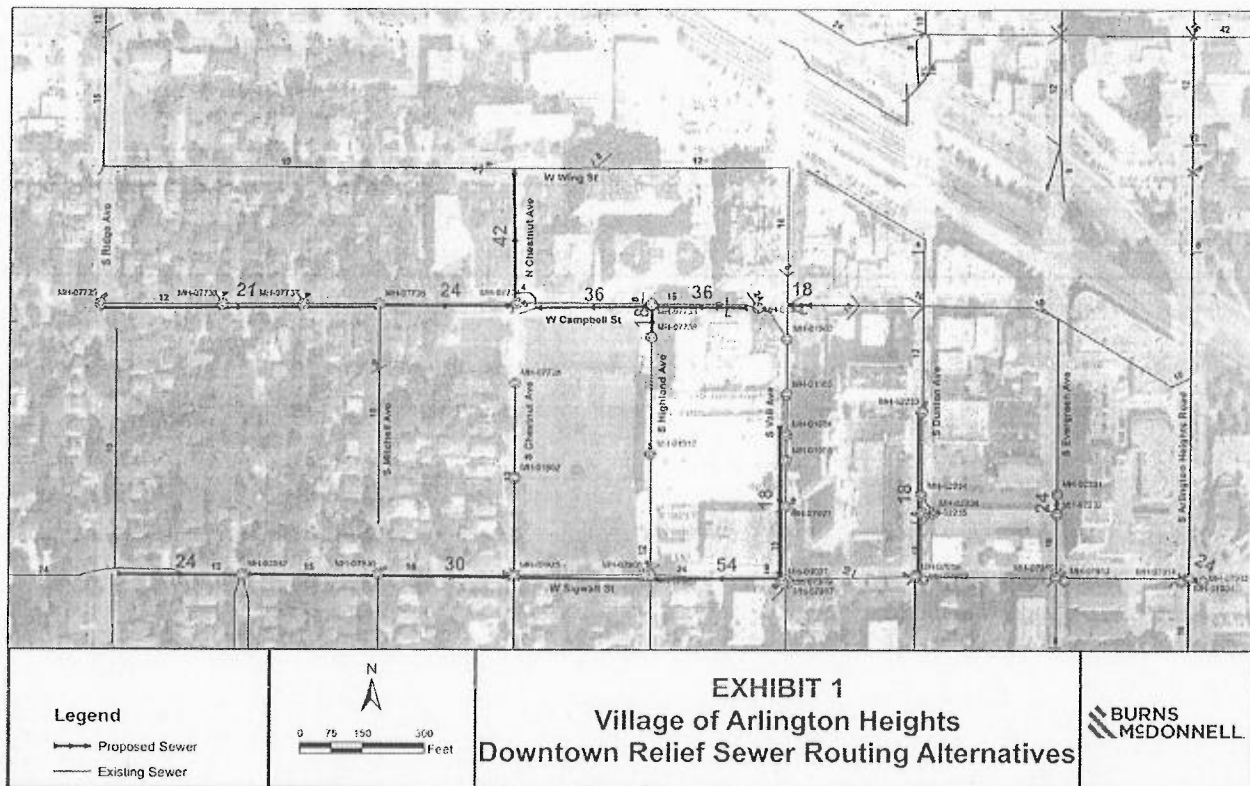


EXHIBIT 1 – PROPOSED RELIEF SEWERS

Exhibit 2

District's Purchasing Act

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.

(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade, in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays..

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall ~~conduct audits of all expenditures incident to all purchase~~ orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or

2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

Exhibit 3

MPLA

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not-applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

September 6, 2017

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 5, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

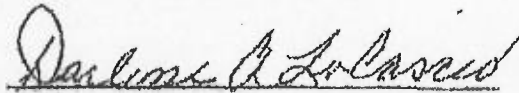
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 10TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

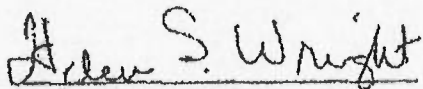


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

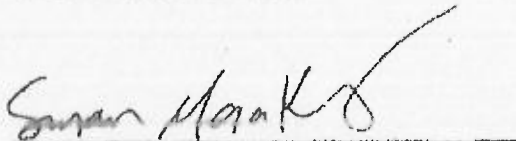
Approved as to Form and Legality



Helen Shields-Wright
Head Assistant Attorney



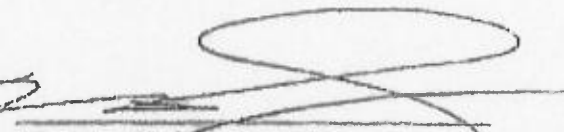
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel



Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

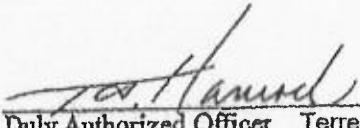
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD RA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PCA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer^s #11
Labor Organization

APPROVED:

Dany Wm
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its duly Authorized Officer

MWRD P.A.
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 6th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

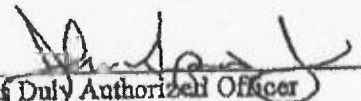
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 10th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

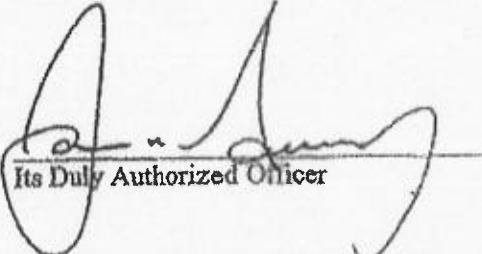
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

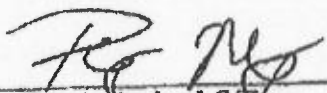
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Mechanists Local 126
Labor Organization

APPROVED:


Its Duly Authorized Officer

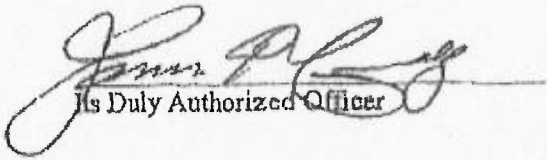
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

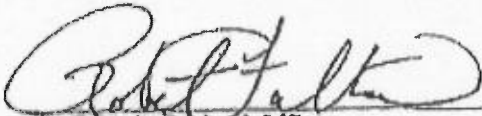
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGER LOCAL ¹³⁶
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRP RA

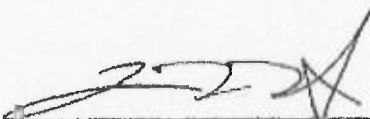
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #63
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

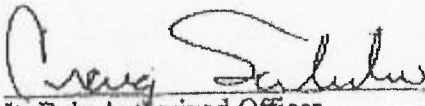
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IFROW WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWARD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEC Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:

Paul M.
Its Duly Authorized Officer

MWRD PLA

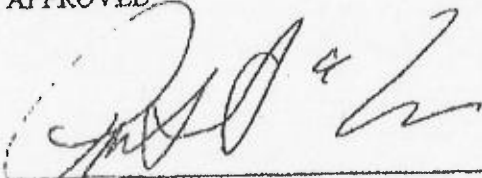
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: Cruz Mesa & PLASTER'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MUSD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of CARPENTERS
Labor Organization

APPROVED:

[Signature]
Its Duly Authorized Officer

MARD PLA

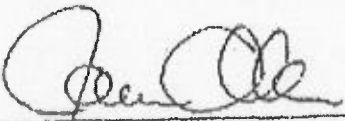
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

NWRD PUA

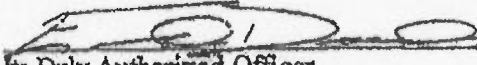
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 006
Labor Organization

APPROVED:


Its Duly Authorized Officer

September 6, 2017

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. ~~Attorneys shall not be permitted to attend or participate in any portion of a hearing.~~

Paragraph 12 - At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AFAC084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3C08066A9C404

BY Thomas Villanova

Contract No. _____

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I/WE _____ hereby acknowledge that I/WE
(Name of company)

have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group").

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150).

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

If your firm is not currently signatory with a participating union or labor organization, complete the following:

I intend to comply with the MPLA by:

Entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

Name of Company or Corporation

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

Revised April 2018

MPLA-CC-49

Exhibit 4

**Affirmative Action Ordinance,
Revised Appendix D**

AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

AS REVISED
JUNE 4, 2015

**AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

Section 1. Declaration of Policy

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all person, regardless of race, ethnicity or sex;

Whereas, the District pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy as well as state and federal regulations to assure the utilization of minority-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority-, women-owned and small businesses to participate in the award and performance of District contracts;

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), has enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements;

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in District construction contracts as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small and Women's Business Participation ("Appendix D"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and

any necessary revisions thereto; Whereas, the Board of Commissioners undertook a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, in 2014, the Board of Commissioners undertook another review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the District's geographic and procurement market areas to evaluate the continued need for Appendix D and any necessary revisions thereto. That review resulted in commissioning a comprehensive disparity study conducted by an outside consultant that was finalized in 2015.

Section 2. Findings

The Board of Commissioners, having reviewed the 2015 report of its outside consultant finds:

1. In 2003, the U.S. District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, Wayne State University, concluded that the evidence that African-American, Hispanic and women-owned businesses have been, and continue to be disadvantaged in the construction industry and small businesses is strong, has remained consistent and that compelling evidence indicates that African-American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian owned businesses continues to exist in the Metropolitan Chicago construction industry.

4. In 2005, the U.S. District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007).

6. In 2006, Board of Commissioners of Cook County, Illinois accepted a report it had commissioned titled, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois" (Cook County

2006 Report), which concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction prime contracts and subcontracts is below the availability of such firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises ("DBEs") in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.8. The Board of Commissioners of Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois" (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the U.S. Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. In 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market.

11. In 2014, The District commissioned its first comprehensive disparity study to investigate barriers to equal opportunities in the District's geographic and industry market areas and make recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market areas.

12. In 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015)(Held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprise in the Illinois construction industry).

13. The District has determined that it has a continuing compelling interest in preventing public funds in construction contracts from perpetuating the effects of past discrimination and current discrimination against minority- and women-owned firms in its market.

14. The Affirmative Action Program adopted by the District is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the construction market.

15. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

16. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a

compelling interest in remedying discrimination against minority and women-owned firms in the award of District contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

Now, therefore, the District Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District construction contracts.

Section 4. Coverage

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

Section 5. Definitions

The meaning of these terms in this Ordinance are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.
- (g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

(j) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(k) "Economically Disadvantaged" means an individual with a Personal Net Worth less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2008.

(l) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(m) "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Ordinance regarding a contractor's compliance or non-compliance with this Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(q) "Job Order Contract" or "JOC" means a firm, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "Minority-owned business enterprise" or "MBE" means a Local Small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity, which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held

corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions and daily business operations are controlled by one or more Minority Individuals.

(t) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African-American - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(iii) Asian-American - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the person claims to be a part.

(ii) Hispanic-American - A person having origins from Mexico, Puerto Rico, Cuba and South or Central America and is regarded as such by the Hispanic community of which the person claims to be a part, regardless of race.

(iv) Native-American - A person having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the Government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(u) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(v) "Prime Contractor" means a Contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(y) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(z) "Tier" refers to the relationship of a subcontractor to the prime contractor. A subcontractor having a contract with the prime contractor, including a material supplier to the prime contractor, is considered a "first-tier subcontractor," while a subcontractor's subcontractor is a "second-tier subcontractor" and the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

(aa) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs, WBEs and SBE that the Bidder intends to use in the performance of a contract, the scopes of the work and the dollar values or the percentages of the work to be performed.

(bb) "Vendor list" means the District's list of firms that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Supplier Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one percent (51%) owned by a woman or women shall be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Ordinance, to ensure that qualified MBEs, WBE, and SBEs are utilized in the performance of this contract and share in the total dollar value of the contract in accordance with each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

Section 7. Race- and Gender- Neutral Measures to Ensure Equal Opportunities for All Contractors and Subcontractors

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested contractors and subcontractors.

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District on construction contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.

(o) At the discretion of the Board of Commissioners, awarding a representative sample of District construction contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

Section 8. **Certification Eligibility**

(a) Only businesses that meet the criteria for certification as a MBE, WBE or SBE may be eligible for credit towards meeting Utilization Contract Goals. The applicant has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on management, policy, operations and work.

(iii) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(iv) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by

other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE, WBE or SBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

(i) Evaluate relationships with non-certified firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified firms to determine whether a pattern of exclusive or primary dealings with non-certified firm compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within

10 calendar days of receipt of the denial of District certification, recertification or decertification. The appeal should set forth in detail the facts upon which it is based, and attach all relevant documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

Section 9. Schedule of Goals for Minority-Owned, Women-Owned and Small Business Enterprise Utilization

In fulfillment of its policy to provide MBEs, WBEs, and SBEs full and equitable opportunities to participate in the District's construction prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market.

Section 10. Contract Goals.

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated subcontracting functions of the contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total construction contract cost is for the purchase of equipment, the Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for MBE or WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

Section 11. Counting MBE, WBE, and SBE Participation towards Contract Goals

(a) A Bidder may achieve the Utilization Contract Goals by its status as a MBE, WBE or SBE or by entering into a Joint Venture with one or more MBEs, WBEs and SBEs or by first-tier subcontracting a portion of the work to one or more MBEs, WBEs and SBEs or by direct purchase of materials or services from one or more MBEs, WBEs and SBEs or by any combination of the above.

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate).

(e) Where a Bidder or first-tier subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator shall review the profits and losses, initial capital investment,

actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Ordinance. The MBE, WBE or SBE Joint Venture partner must have a history of proven expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE, WBE or SBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture Agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs, WBEs or SBEs that will perform as first-tier subcontractors will be counted towards meeting the Utilization Contract Goals.

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The firm must pay all costs associated with personnel, materials and equipment. The firm must be formally and directly responsible for the employment, supervision and payment of its workforce must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm can be made through deductions by the Prime Contractor. No family members who own related businesses are allowed to lease, loan or provide equipment, employees or materials to the firm.

(ii) A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE, WBE or SBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(iv) If a firm subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs. MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of

their work with their own forces, through the use of its own management and supervision, employees and equipment. If industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless approved by the Administrator. If the bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(j) A dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

(k) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(l) In determining achievement of Utilization Contract Goals, the participation of a MBE, WBE or SBE shall not be counted until that amount has been paid to the MBE, WBE or SBE.

Section 12. Utilization Plan Submission

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

(b) A Bidder must either meet the Utilization Contract Goals or establish its Good Faith Efforts to do so as described in Appendix D and the solicitation.

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the solicitation.

(d) Each Bidder must submit with its bid a signed MBE, WBE or SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE, WBE or SBEs current Letter of Certification from a state or local government or agency

or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE, WBE or SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the MBE, WBE or SBE Subcontractor's Letter of Intent will be acceptable.

(c) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver Request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, and WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBEs and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation, may be grounds for the rejection of a bid and/or a Waiver request.

(iii) Upon completion of the investigation, the Administrator shall inform the Director of his or her findings.

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

(v) Where the Director determines that a Bidder has not made Good Faith Efforts, the Director shall declare the bid submission non-responsive and will reject the bid.

(d) A contractor's submission of a Utilization Plan that commits to a MBE or WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and MBE, WBE or SBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

(i) A Prime Contractor issued a Job Order Contract shall submit with each work order issued under such a Contract its Utilization Plan that lists the name, address, telephone number, email address and contact person for each MBE, WBE or SBE to be used on the work order, as well as a description of work to be performed and a dollar amount to be allocated to such MBE, WBE or SBE. The Prime Contractor shall submit with each work order a MBE, WBE or SBE Subcontractor's Letter of Intent from each certified firm.

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Contractor has attained the Contract Goals for the completed portion of the Job Order Contract, or that it has been unable to do so despite its good faith efforts. Good Faith Efforts must be documented as provided in this Ordinance.

Section 13. Compliance Review

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan;

(ii) Failed to commit in its Utilization Plan to MBE, WBE and SBE participation equal to or greater than each of the Utilization Contract Goals unless the Bidder submitted with its bid a request for a total or partial waiver of the Goal(s).

(iii) Failed to identify in its Utilization Plan the MBE, WBE or SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the MBE, WBE and SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid shall be rejected or, if the determination is made after the bid award, the contract may be forfeited in accordance with the provision of Article 28 of the General Conditions.

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, MBE, WBE and SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within 30 calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE related subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

Section 14. Contract Performance Compliance

(a) After the award of a contract, the Administrator shall review the Prime Contractor's compliance with its MBE, WBE and SBE commitments during the performance of the contract.

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.

(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the contractor's and subcontractor's books and records, including certified payroll records, bank statements, employer business tax returns and all records including all computer records and books of account to determine the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/or equipment for those MBE and WBE subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

(f) Where a partial or total waiver of the Contract Goal(s) has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Goal(s), and the Administrator shall provide technical assistance with respect to such efforts. The Administrator shall require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill its commitments.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract without the prior, written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE or SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE, WBE or SBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE, WBE, or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

(3) The listed MBE, WBE or SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state or local law.

(4) The Administrator has determined that the listed MBE, WBE or SBE subcontractor is not a responsible contractor.

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

(6) The listed MBE, WBE or SBE subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE, WBE or SBE subcontractor for any reason, the Contractor must make Good Faith Efforts as defined herein to find a substitute MBE, WBE or SBE subcontractor for the original MBE, WBE or SBE to meet its MBE, WBE or SBE contractual commitment. Its Good Faith Efforts shall be directed at finding another MBE, WBE or SBE to perform or provide at least the same amount of work, material or service under the contract as the original MBE, WBE or SBE to the extent necessary to meet its MBE, WBE or SBE contractual commitment.

(v) The Prime Contractor must submit a MBE, WBE or SBE Subcontractor's Letter of Intent for each proposed new MBE, WBE or SBE subcontractor.

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

(h) In the event a Prime Contractor fails to achieve the level of MBE, WBE or SBE participation described in its Utilization Plan as the result of the District's deletion of the work to be performed by a MBE, WBE or SBE, the Prime Contractor shall notify the Administrator in writing and may request an amendment of its Utilization Plan. A letter of release signed by the subcontractor must be included with the request.

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within 14 calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the

Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs as to increased contract value bears the same relationship to the total value of the contract (as modified by change orders) as the percentage of MBEs, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

Section 15. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime

Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 16. Other Federal Regulations

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B, C, G, and I of Grant funded contracts or Appendix C of non-Grant funded contracts.

Section 17. Reporting and Review

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D: and

(c) Any recommendations with respect to improving the implementation of Appendix D.

Section 18. Sunset Provision

This Appendix D shall be reviewed no later than five years from its adoption and shall expire on June 4, 2020 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory market in the Metropolitan Chicago construction industry.

Section 19. Repeal of Prior Inconsistent Provisions

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Ordinance that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

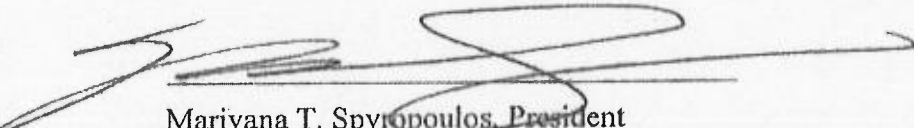
Section 20. Severability

If any clause, sentence, paragraph, section or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Ordinance directly involved in the controversy in which the judgment shall have been rendered.

Section 21. Effective Dates

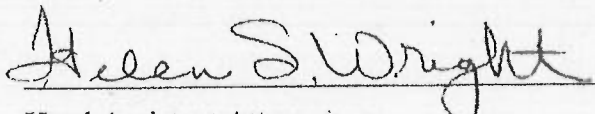
This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after June 4, 2015.

ADOPTED:

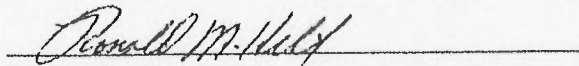


Mariyana T. Spyropoulos, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Helen S. Wright
Head Assistant Attorney



Ronald M. Held
General Counsel

Exhibit 5

Utilization Plan

**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: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

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: _____

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! ! !

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! ! !

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: _____

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! ! !

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 _____ 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.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

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! ! !

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form 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 contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D15-D16, Section 12. Utilization Plan Submission (e), (i)(i)-(xi).

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

MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE/SBE Firm) _____

MBE:	Yes	_____	No	_____
WBE:	Yes	_____	No	_____
SBE:	Yes	_____	No	_____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____

(Written in Figures) _____ (Written in Words) _____

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE) _____

Name/Title (Print) _____

Date _____ Phone _____

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

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

Exhibit 6

Affirmative Action Status
Report

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

Signature of Notary Public

Exhibit 7

**Operation and Maintenance
Plan**

Exhibit 7

Downtown Storm Sewer Project

Operation and Maintenance Plan (O&M Plan)

Storm Sewer Improvements – Arlington Heights, IL

The Downtown Storm Sewer Improvements in the Village of Arlington Heights consists of replacement of existing combined sewers and new relief sewers within the downtown area. The itemized list of the storm sewer improvements is as follows:

1. Replacement of the existing combined sewer with a larger sewer on W. Campbell Street from Ridge Avenue to Vail Avenue.
2. New combined sewer on N. Chestnut Avenue from W. Campbell Street to Miner Street.
3. Replacement of the existing combined sewer with a larger sewer on Sigwalt Street from Ridge Avenue to Vail Avenue.
4. New relief sewer on Vail Avenue, Dunton Avenue, Evergreen Avenue and Sigwalt Avenue east of Arlington Heights Road.
5. Replacement and increase in storm catch basin and lead size.

The purpose of the project is to relieve surface flooding and sanitary sewer backups.

The Village shall coordinate annual inspections with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) in accordance with the intergovernmental agreement by and between the Village and MWRDGC.

The Project Improvements and its appurtenances shall be inspected and maintained by the Village on a regular basis and after every major storm event (i.e. storms greater than 3" in a 48-hour period or less).

The Villageshall perform the following activities as deemed necessary &/or as scheduled to maintain the intended public benefit of the project.

- Remove debris and/or accumulated sediment deposits from catch basins, sewers or inlets,
- Repair damaged sewers and other related conveyance infrastructure,
- Maintain unobstructed conveyance through the combined and relief sewers within the Project Improvement areas,
- Maintain all improved vegetated areas (i.e. bank stabilization/erosion control areas)

Annually:

- Perform visual and structural inspections on replaced (newly installed) combined sewers located on W. Campbell and Sigwalt Streets.
- Perform visual and structural inspections on newly installed relief sewers on N. Chestnut, Vail, Dunton and Evergreen Avenues and Sigwalt Street east of Arlington Heights Road.
- When inspections identify or reports are received, that the improvements are obstructed, clear obstructions in inlets, catch basins and sewers.

Schedule for Downtown Storm Sewer Maintenance for Improvement Project Areas in Arlington Heights

Planned maintenance activities for the sewer conveyance system for the proposed improvements located in Arlington Heights as defined in the IGA. **Note that the Village's Contractor will be responsible for repair of defects identified during the Village's Contractor's one-year warranty of the improvement areas that takes effect after final completion acceptance. Arlington Heights is responsible for O&M after final completion of the project as defined below:**

Year 1: Village's Contractor is responsible for all defect repair work identified by the Village and Contractor. Village is responsible for operation and maintenance of the improvements during this period.

- Perform inspection of the storm sewer improvements prior to the conclusion of this period.
- Repair by the Contractor of any identified defects.

Years after Year 1, etc. (Municipality's Responsibility as defined by the IGA, this O&M Plan and the approved LTOMP):

- Perform inspection of native plantings installed in selective bank stabilization/erosion control areas as defined for Year 1.

Ongoing, after each storm event (i.e. storms greater than 3" in a 48-hour period or less) - Village's Responsibility:

- Inspect conveyance system within the project area and perform necessary clearing, debris removal and repairs.
- Perform defined activities outlined on page 1 & 2 of this O&M Plan.

As-Built Drawings will be provided to the Municipality upon completion of the project.

Details of Maintenance for Improvement Project Areas in Arlington Heights

Maintenance will consist of visual and CCTV of the conveyance system on a regular cycle as defined in the approved LTOMP. As defects, blockages and flooding are reported, the Village will investigate and mitigate the reported deficiencies in a reasonable time frame. Major repairs will be prioritized and scheduled in conjunction with other conveyance system needs.



**Village Board
4/15/2019**

Item: Destruction of Closed Session Recordings

Department: Village Clerk

In accordance with State Statute, the Village Board may authorize destruction of Closed Session Recordings for meetings which were held at least 18 months ago and for which the minutes have been approved. The recordings for the meetings of 10/17/2016, 1/17/2017, 2/20/2017, 4/17/2017 and 6/5/2017 meet those parameters.

Recommendation

It is recommended that the Village Board authorize the destruction of the recordings for the Closed Session meetings held on 10/17/2016, 1/17/2017, 2/20/2017, 4/17/2017 and 6/5/2017.



**Village Board
4/15/2019**

Item: Fee Waiver - Outdoor Dining Annual Renewal 2019

Department: Planning & Community Development

This summer, multiple infrastructure improvement projects are planned within Downtown. These projects include sidewalk repair, storm sewer improvements, and Nicor gas main and gas meter replacement.

Many of the restaurants participating in the Outdoor Eating Cafes on Public Sidewalks program will experience intermittent sidewalk closures due to the planned gas main and gas meter replacements, preventing use of the sidewalk for outdoor dining purposes during these closures. Approximately nine of the restaurants participating in the Outdoor Cafe program will be directly impacted by the main and meter replacements.

For Downtown restaurants participating in the Outdoor Eating Cafes on Public Sidewalks program, a yearly renewal application is required. This renewal application consists of a \$115.00 renewal fee, as well as updated insurance and lease/ownership information.

In consideration of these intermittent sidewalk closures, Village Staff recommends waiving the aforementioned \$115.00 renewal fee for Downtown restaurants participating in the Outdoor Eating Cafes on Public Sidewalks program. Village Board action is required to waive the fee, as stipulated in Chapter 7, Section 7-1108 of the Village of Arlington Heights Municipal Code (Fees for Outdoor Eating Cafes). Waiving the fees for all restaurants currently participating in the program will result in a total revenue loss of \$1,150.00.

Recommendation

It is recommended that the Village Board waive the \$115.00 renewal fee for restaurants in the Downtown participating in the Outdoor Eating Cafes on Public Sidewalks program in 2019.



Village Board
4/15/2019

Item: Closed Session

Department: Village Manager

Request for Closed Session per 5 ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

5 ILCS 120/2 (c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel