GLENBARD WASTEWATER AUTHORITY Executive Oversight Committee Agenda August 15, 2024 8:00 a.m. Village of Glen Ellyn Civic Center Clayton Meeting Room 535 Duane Street Glen Ellyn, IL 60317

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Public Comment
- 5. Consent Agenda The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

Motion the EOC to approve the following items including Payroll and Vouchers for the months of June and July of 2024 payroll in the amount of \$1,364,712.59 (Trustee Christiansen).

- 5.1 Executive Oversight Committee Meeting Minutes: June 13, 2024 EOC Meeting
- 5.2 Vouchers Previously Reviewed: June and July 2024 Payroll – Trustee Christiansen
- 5.3 Ratification of Email Poll Items
 - 5.3.1 Authorization to Approve Agreement with GOVTEMPSUSA for the Employment of a Temporary Worker

As discussed at the June 13, 2024 EOC meeting, due to having two key positions vacant, the Authority is utilizing GOVTEMPSUSA (GovTemps) to bring in a temp worker. The specific position/assignment for this individual is "Management Consultant," with the intent to help evaluate the structure of the Authority, undergo analysis and strategic development, as well as perform any administrative functions where assistance is needed.

The Authority is seeking a motion to authorize approval of the agreement with GOVTEMPSUSA in the not to exceed amount of \$35,000.

5.3.2 Authorization to Approve Amendment #2 with RJN Group, Inc.

At the September 8, 2023 EOC meeting, a contract was approved with RJN Group for the design, bidding, and construction oversight of Phase I and II of the North Regional Interceptor Rehabilitation Project in the amount of \$155,000. After multiple attempts at bidding and restructuring the work associated with Phase I, RJN sought to amend their contract for the extra efforts and time spent in order to secure proper bids, which added another \$22,200 to the contract, making it a total of \$177,200. In September of 2023, Manager Franz was able to approve this amendment due to it being under the \$25,000 threshold requiring EOC approval.

After meeting with the contractor and obtaining permits from DuPage County, it was discovered that one of the manholes being rehabilitated is located within identified wetlands. DuPage County Stormwater Department has unique requirements for when work is being done in wetlands, and requires wetland specialist consultants to prepare specifications. Therefore, RJN Group has to retain a sub-consultant in order for the County to approve of the proposed work. An amendment is needed to cover the costs of the sub-consultant.

The Authority is seeking a motion to authorize approval of Amendment #2 with RJN Group in the amount of \$14,800, bringing the total contract amount to \$192,000.

5.3.3 Authorization to Approve and Sign a Memorandum of Agreement for the Purposes of Applying for a USEPA Grant.

As discussed at previous Executive Oversight Committee meetings, in efforts to find ways to best use the biogas that is generated through the anaerobic digestion process, the Authority joined a coalition consisting of other biogas generators, and submitted an application for a \$196M grant from the USEPA. The grant awards would cover the engineering, equipment costs, construction, and some operation & maintenance costs to construct renewable natural gas facilities at each facility that is part of the coalition. The coalition consists of 8 other wastewater treatment facilities, the Forest Preserve District of DuPage County (relating to their closed landfill facilities), and the Metropolitan Mayors Caucus (for public relation purposes). The USEPA is expected to announce grant winners sometime during July 2024; however, grants will not be formally awarded until October of 2024. One initial condition prior to being awarded the grant is to submit a memorandum of agreement (MOA) with basic terms no later than August 1st, 2024. The members of the coalition met to draft the attached MOA with an effort to minimize any liabilities due to the uncertainty of other requirements moving forward. If the coalition is

selected as a grant recipient, it is very likely that the MOA will need to be revised based on any conditions of the grant award. Legal counsel will continue to review any further revisions to protect the best interests of the Authority. If the coalition is not selected for the grant, the MOA will become null and void.

The Authority is seeking a motion to authorize approval and signature to enter into a Memorandum of Agreement for the Purposes of Applying for a USEPA Grant.

5.4 Authorization to Approve MVP One 3-Year Subscription Fee

In June of 2021, after the Authority performed a thorough evaluation, the Executive Oversight Committee approved the purchase of MVP Plant, a new Computerized Maintenance Management System (CMMS), to replace the previous CMMS software that no longer met our needs.

The software requires annual license fees in order for it to be continued to be supported, as well as to allow the Authority to receive new versions of the software as it is upgraded.

After discussion with MVP Plant, in accordance with the Village of Glen Ellyn's purchasing policy, which allows for a maximum of a 3-year term, a longer term was requested in order to avoid need for future approvals from the EOC.

The Authority seeks a motion to authorize approval of the MVP One Subscription Fee for the period beginning August 1, 2024 and ending July 31, 2027 in the amount of \$76,308.75.

5.5 Retroactive Emergency Approval for Authorization to Purchase Consumable Parts from Nissen Energy

In 2015, GWA purchased 2 CHP generators. These generators are designed to run 24/7, and with running at this frequency, consumable parts need replacement fairly often. Each year funds are budgeted for consumable items. These items include oil filters, air filters, oil separators, gas filters, spark plug and valve cover gaskets. Recent inventory of existing parts revealed lower than desired quantity of these essential consumables.

The approved 2016 purchasing policy item C.1.f. defines Standardization purchases, as "technical in nature of certain items or services may result in standardization of a particular supplier's specifications being necessary or desirable to Village operations. Competitive bidding may be waived if the Village requires compatibility with existing software, machinery or existing equipment." Therefore, it is being requested to provide Nissen Energy with a notice to proceed for the amount of \$22,060.33 includes freight costs. Nissen Energy is the manufacturer of the CHP generators and guarantees compatibility of the

consumables with the existing equipment. Funds will be sourced from budget line items 270-520975 and 40-580120. Fund 40-580120 contains \$10,000 and fund 270-520975 contains \$60,534.09 of the original \$64,813.00 budgeted for CHP related expenses. This dollar amount will result in the Authority spending a cumulative amount exceeding \$25,000 from Nissen Energy in 2024, and therefore, it requires Executive Oversight Committee approval. Emergency approval was obtained from Village Manger Franz on August 8th, 2024, as the Authority required some of the consumable parts prior to the date of the Executive Oversight Committee in order to sustain operation of the CHP units.

6. Authorization to Purchase Property at 1S659 Sunnybrook Road, Glen Ellyn, IL and Authorization to Approve the Post-Closing Occupancy Period for the sellers of the property.

In Spring of 2024 the property owners at 1S659 Sunnybrook, directly adjacent to GWA to the North approached the Authority in regards to the purchase of their parcel. Per the EOC's direction and authorization in closed sessions, an appraisal was obtained, and negotiations ensued. A deal was agreed upon, with the agreed purchase price of \$470,000, with the additional term that the seller would be allowed to stay at the property for 4-month term after the sale without paying rent.

To move forward, the Authority is seeking two motions:

Motion for approval of (i) the Contract of Purchase and Sale of real property located at 1S659 Sunnybrook Road, Milton Township, DuPage County, P.I.N. number 05-24-302-018 for \$470,000 subject to adjustments and prorations in the contract as presented; (ii) the Post-Closing Occupancy Agreement allowing sellers to reside in the property through December 31, 2024, as presented; and (iii) authorization and direction for Executive Director Matt Streicher to take all actions and sign all documents necessary to effectuate and close said purchase transaction. The approved CY2024 budget included \$550,000 in the 40-580180 capital budget for this purchase.

- 7. Discussion
 - 7.1 Draft Budget Discussion

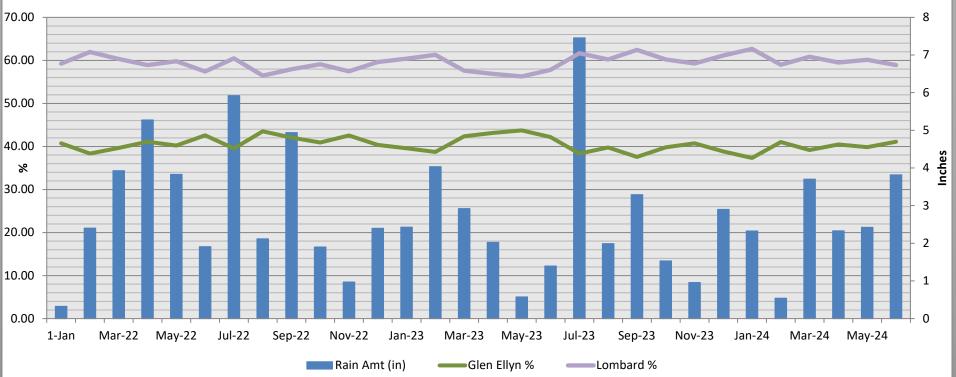
Enclosed in the agenda packet is the draft CY2025 Budget for initial discussion. The overall draft budget has been reviewed with the TAC. Capital contribution increases have been discussed both with the TAC and with the Village Finance Directors. The enclosed memo highlights significant changes in the draft CY2025 budget over the approved CY2024 budget.

Several budgetary figures still need to be updated in the draft budget; however, the purpose of this discussion is to bring Executive Oversight Committee members up to speed on certain aspects of the budget prior to presenting a final draft.

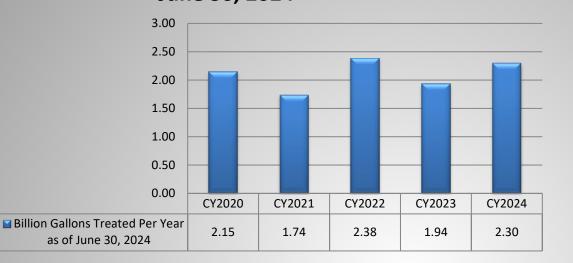
- 7.2 Pending EOC Action Items
 - 7.2.1 2-Year Engagement Letter for the Glenbard Wastewater Authority Audit Services
 - 7.2.2 3-Year Biosolids Hauling Contract
 - 7.2.3 Solar Procurement
 - 7.2.4 Primary Sludge Direct Feed Line
 - 7.2.5 CY2025 Budget
 - 7.2.6 Vehicle Purchase
- 8. Other Business
 - 8.1 Technical Advisory Committee Updates
 - 8.2 Other items
- 9. Next EOC Meeting The next regularly scheduled EOC Meeting is set for Thursday, September 12, 2024 at 8:00 a.m.



Flow Billing Comparison

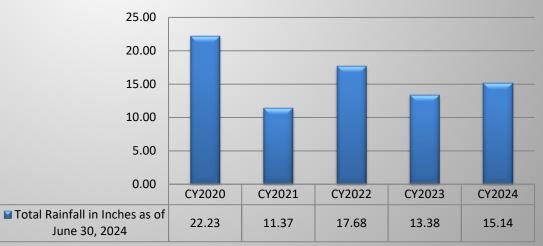


Billion Gallons Treated Per Year as of June 30, 2024





Total Rainfall in Inches as of June 30, 2024



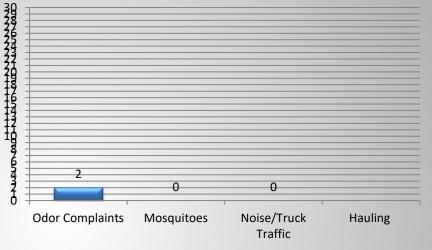
The Authority Key Performance Indicators Regarding Safety and Neighborhood Impacts



Injuries + Lost Time



May - June 2024 Complaints



📓 Injuries

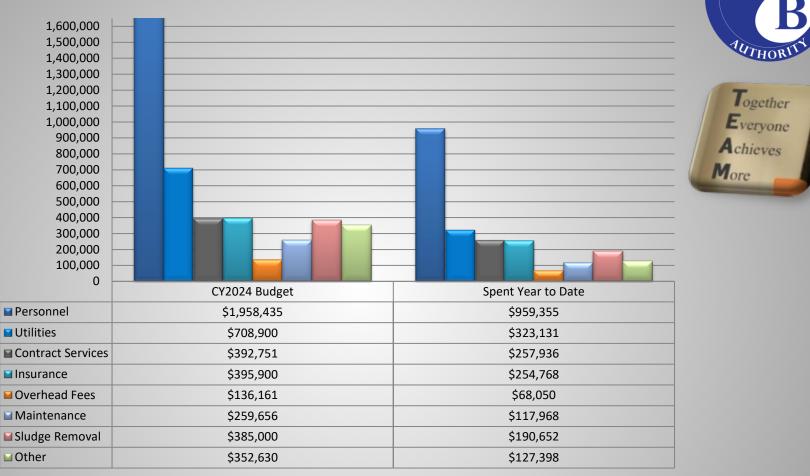
Year	2020	2021	2022	2023	2024
Injuries	0	1	0	0	2
Days Lost	0	3	0	0	0



Annual Complaint Comparison



June 2024 O&M Expense \$ Reporting

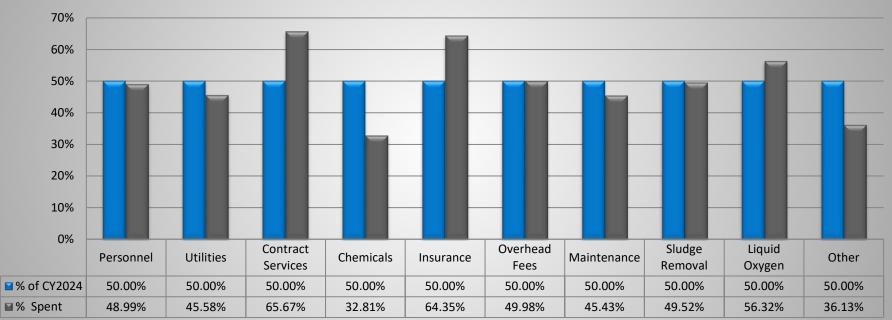


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	Personnel	Utilities	Contract Services	Chemicals	Insurance	Overhead Fees	Maintenance	Sludge Removal	Liquid Oxygen	Other
CY2024 Budget	\$1,958,435	\$708,900	\$392,751	\$298,000	\$395,900	\$136,161	\$259,656	\$385,000	\$355,000	\$352,630
Spent Year to Date	\$959,355	\$323,131	\$257,936	\$97,765	\$254,768	\$68,050	\$117,968	\$190,652	\$199,926	\$127,398
% of CY2024	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
% Spent	48.99%	45.58%	65.67%	32.81%	64.35%	49.98%	45.43%	49.52%	56.32%	36.13%





June 2024 O&M Expense % Reporting

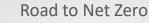


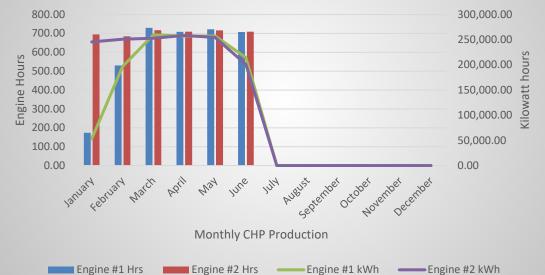
Description	Project Budget Amount	Spent to Date	Updates
Small Capital Projects	\$219,000	\$78,489	July 22, 2024
Plant Equipment Rehabilitation	\$1,567,000	\$371,578	July 22, 2024
Infrastructure	\$88,000	\$18,658	July 22, 2024
Rolling Stock	\$603,000	\$0	July 22, 2024
Interceptor Rehab Engineering	\$192,000	\$118,527	July 22, 2024
Interceptor Rehab Construction	\$650,000	\$0	July 22, 2024
Primary Clarifier Improvements Engineering	\$613,900	\$243,100	July 22, 2024
Primary Clarifier Improvements Construction	\$5,595,000	\$0	July 22, 2024
Primary Sludge Direct Digester Feed Engineering	\$60,000	\$0	July 22, 2024
Primary Sludge Direct Digester Feed Construction	\$400,000	\$0	July 22, 2024
Facility Plan	\$219,000	\$33,947	July 22, 2024

Combined Heat & Power Production Report









Monthly CHP Production 2024 = \$0.11/kWh

	Engine #1 Hrs	Engine #2 Hrs	Engine #1 kWh E	ingine #2 kWh	\$ Saved	% Electricty Generated
January	173.50	695.00	52,921.00	245,552.00	\$33,502.38	39%
February	530.70	684.90	196,657.00	251,135.00	\$50,262.82	63%
March	729.10	716.70	259,823.00	252,905.00	\$57,551.62	76%
April	707.90	709.00	257,008.00	258,403.00	\$57,852.78	72%
May	721.90	716.30	257,479.00	254,508.00	\$57,468.45	Not Available
June	707.00	709.00	214,514.00	200,665.00	\$46,602.15	Not Available



Return on Investment Monetary Breakdown

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	RECS	HSW/FOG Gallons Received	HSW Tipping Fees	Elec Energy Produced @ \$0.07/kWh	Maintenance Costs	Total + or -	meet 8.8 Year Repayment Schedule	Hit + or Miss -
Calendar Year 2023								
January		425,900	\$21,295.00	\$25,899.56		\$46,371.78	\$28,805.84	17,565.94
February		355,250	\$17,762.50	\$23,387.97	\$9,990.00	\$31,160.47	\$28,805.84	2,354.62
March		437,713	\$21,885.65	\$22,695.51	\$10,190.00	\$34,391.16	\$28,805.84	5,585.32
April		190,422	\$9,521.10	\$12,240.96	\$11,274.92	\$10,487.14	\$28,805.84	(18,318.70)
May		0	\$0.00	\$2,259.82	\$0.00	\$2,259.82	\$28,805.84	(26,546.02)
June		0	\$0.00	\$0.00	\$0.00	\$0.00	\$28,805.84	(28,805.84)
July		85,000	\$4,250.00	\$6,435.24	\$0.00	\$10,685.24	\$28,805.84	(18,120.60)
August		234,379	\$14,062.74	\$19,840.49	\$1,887.00	\$32,016.23	\$28,805.84	3,210.38
September		355,783	\$21,346.98	\$23,557.50	\$0.00	\$44,904.48	\$28,805.84	16,098.64
October		428,621	\$25,717.26	\$23,602.39	\$644.00	\$48,675.65	\$28,805.84	19,869.80
November		305,562	\$18,333.72	\$6,140.88	\$0.00	\$24,474.60	\$28,805.84	(4,331.24)
December		357,028	\$21,421.68	\$15,936.45	\$0.00	\$37,358.13	\$28,805.84	8,552.28
Annual Totals	\$0.00	3,175,658	\$175,596.63	\$181,996.76	\$34,808.70	\$322,784.69		
Repayment Balance	\$2,392,860.94							
Annual Payback on Investment	\$285,183.85	<						
Current Return on Investment in Years	8.4							
	RECS	HSW/FOG Gallons Received	HSW Tipping Fees	Elec Energy Produced @ \$0.11/kWb	Maintenance Costs	Total + or -	Target to meet 8.8 Year Repayment Schedule	Hit + or Miss -
Calendar Year 2024	nee5	Accerved	inpping rees	<i>JOILI(NV)</i>	0000	lotar i or	Schedule	
January		404,700	\$24,282.00	\$33,502.38	\$82,276.78	-\$24,492.40	\$28,805.84	(53,298.25)
February		357,904	\$21,474.24	\$50,262.82		\$71,737.06	-	42,931.22
March		399,901	\$23,994.06	\$57,551.62		\$80,712.77		51,906.93
April		437,650	\$26,259.00	\$57,852.78		\$84,111.78		55,305.94
May		453,096	\$27,185.76	\$57,468.45		\$84,654.21	-	55,848.37
June		420,040		\$46,602.15		\$68,593.55		39,787.70
ylut	\$127,303.00	/0 10	\$0.00	\$0.00		\$127,303.00		98,497.16
August	, ,		\$0.00	\$0.00		\$0.00		(28,805.84)
September			\$0.00	\$0.00		\$0.00		(28,805.84)
October			\$0.00	\$0.00		\$0.00		(28,805.84)
000000				\$0.00		\$0.00		(28,805.84)
November			50.00	30.00				(
November December			\$0.00 \$0.00					(28,805,84)
December	\$127 303 00	2,473,291	\$0.00	\$0.00		\$0.00		(28,805.84)
December Annual Totals	\$127,303.00 \$1 900 240 97	2,473,291		\$0.00				(28,805.84)
December	\$127,303.00 \$1,900,240.97 \$288,433.66	2,473,291	\$0.00	\$0.00		\$0.00		(28,805.84)

SECTION 5.0 CONSENT AGENDA

SECTION 5.1 MINUTES – JUNE 13, 2024

MEETING

GLENBARD WASTEWATER AUTHORITY Executive Oversight Committee Minutes June 13, 2024 8:00 a.m.

Members Present:

President, Village of Glen Ellyn
President, Village of Lombard
Trustee, Village of Lombard
Village Manager, Village of Glen Ellyn
Village Manager, Village of Lombard
Works Director, Village of Glen Ellyn
Public Works Director, Village of Lombard

Others Present:

Matthew Streicher	Executive Director, GWA
Rick Freeman	Electric Superintendent, GWA
Andy Pakosta	Operations Superintendent, GWA
Gayle Lendabarker	Executive Assistant, GWA
Patrick Brankin	Finance Director, Village of Glen Ellyn
Ann Scales	Associate, Lauterbach & Amen

- 1. Call to Order at 8:00 a.m.
- 2. Pledge of Allegiance
- 3. Roll Call: President Senak, President Giagnorio, Trustee Bachner, Mr. Niehaus, Mr. Franz, and Mr. Goldsmith, answered "Present".
- 4. Public Comment
- 5. Consent Agenda The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

Motion the EOC to approve the following items including Payroll and Vouchers months of April and May 2024 and payroll in the amount of \$1,133,811.99 (Trustee Christiansen).

Mr. Niehaus motioned and President Giagnorio seconded the MOTION that the following items, on the Consent Agenda be approved. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

- 5.1 Executive Oversight Committee Meeting Minutes: April 11, 2024 EOC Meeting
- 5.2 Vouchers Previously Reviewed: Months of April and May 2024 Payroll – Trustee Christiansen
- 5.3 Authorization to purchase a new 2024 Crane Truck

GWA Maintenance team utilizes two vehicles to conduct regularly scheduled and emergency repairs at all facilities. Vehicle 644, a 2012 Ford F-550, is a mechanics utility body truck with a 7,500lbs 30' IMT crane. This vehicle was due to be replaced CY2023 but was deferred to CY2024. Due to factors that are explained in the enclosed memo, GWA sought and received approval for the replacement of 644 with a heavier duty chassis and larger capacity crane. Some of the factors that play into this decision are: larger pumps, increased work scope, crane rental costs/availability and weight limitations.

Utilizing a cooperative purchasing organization was found to be the best course of action. Sourcewell of Minnesota contract #060920-PMC provides competitive bidding for large trucks. More specifically class 7 size chassis from Peterbilt. A local rep for Peterbilt was contacted to provide a quote under the Sourcewell contract. JX Peterbilt of Bolingbrook provided a quote for the chassis and is working with Runnion Equipment to provide the mechanics body for the chassis.

CY 2024 approved budget lists a capital line item for vehicle replacement. \$603,000.00 was the total line item with \$500,000.00 anticipated for the new mechanic's truck. Overall, this vehicle is \$164,467.00 under budgeted amount. JX Peterbilt has also informed GWA remaining build slots are available for 2024. Delivery will take place in 2024 barring any unforeseen issues.

The Authority requests the Executive Oversight Committee make two motions;

- Authorization to provide JX Peterbilt with a notice to proceed in the amount of \$143,198.16 for the chassis, and
- Authorization to provide Runnion Equipment with a notice to proceed in the amount of \$192,335.00 for the body of the truck and upfit.
- 6. Approval of CY2023 Audit.

2023 Audited Financial Statements

Attached are the Annual Audited Financial Statements for the Glenbard Wastewater Authority for the fiscal year that ended December 31, 2023.

Financial highlights for the Authority's fiscal year 2023 (FY2023) are presented on pages 6-7 of the report. A complete narrative summary of the Authority's operations and financial position is found in Management's Discussion and Analysis on pages 4-14. I will present highlights of the financial report during the EOC meeting and Ann Scales from our auditing firm Lauterbach & Amen, LLP, will present the auditor's opinion.

The Authority again received an unmodified audit opinion from the auditing firm, Lauterbach & Amen LLP, which is the highest and best opinion.

Operating Fund Surplus

The Operating Fund Surplus before the long-term pension adjustment was \$274,790. We annually adjust the partners' contributions to match expenses. Using this measure, the Village of Lombard is owed \$200,819 and Glen Ellyn is owed \$73,971 for the fiscal year ended December 31, 2023.

As of December 31, 2023, the Authority's working cash was 30.8% of operating expenses, or \$277,392 above the minimum 25% as set in the current intergovernmental agreement. A complete schedule detailing the working cash calculation may be found in the notes to the financial statements (page 33-34). As the year end amount is below the working cash minimum, we can distribute the entire amount.

The operating surplus may be either rebated back to each community or may be distributed to the Capital Fund. In the past, the operating surplus has been distributed to the Capital Fund and has been used for either specific projects or to offset future Capital Fund rate increases to both Villages.

Other Communications

There are two other communications that are included as attachments to this memo.

SAS114 Letter: This letter is a required communication between the auditors and those charged with governance. It highlights certain areas that auditors are required to disclose each year to those charged with governance.

Management Letter: This letter only highlights forthcoming accounting standards for the coming year. There are no internal control matters reported in the letter.

Patrick Brankin, Village of Glen Ellyn Finance Director, and Ann Scales, from Lauterbach & Amen, presented the results of GWA's December 2023 Financial Audit, reporting that there no significant issues found with the financial policies and procedures be using.

Proposed Action Items:

Motion to accept the Audited Financial Statements of the Glenbard Wastewater Authority for the fiscal year ended December 31, 2023 and to forward the audit report to the full Authority Board for final approval at the next annual meeting. Mr. Goldsmith motioned and Trustee Bachner seconded the acceptance of the Audited Financial Statements for the Glenbard Wastewater Authority for the fiscal year ended December 31, 2023 and to forward the audit report to the Full Authority Board for final approval at the next annual meeting. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

Motion to allocate the 2023 operating surplus of \$274,790 to the Capital Fund.

Mr. Goldsmith motioned and Trustee Bachner seconded the motion to allocate the 2023 operating surplus of \$274,790 to the Capital Fund. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

Mr. Franz noted that this practice has been done for past ten plus (10+) years and helps fill some funding needs, as well as reducing each Village's annual contribution and fully supports the recommendation to transfer the funds to the Capital Account.

7. Authorization to Approve Primary Clarifier and Gravity Thickener Improvements Construction Contract

In November 2021 the Authority initiated design for the Primary Clarifier and Thickener Rehabilitation Improvements Project that was identified in the 2018 Facility Planning Study. The design was completed in 2022, and the scope of work was intended to start in the same year, with construction possibly carrying over into 2023. Although the Authority was originally slated to received funding from the Illinois Environmental Protection Agency's State Revolving Loan Fund, eventually, the project no longer qualified for funding. After an exhaustive process, the Authority will now be receiving funding through a Village of Glen Ellyn bond issuance. This process has been described in detail during previous Executive Oversight Committee (EOC) meetings.

The project had publicly advertised bid opening of May 30th, 2024 with the below results:

Company	Base Bid Amount	Percent Above Low Bid
Vissering Construction	\$5,710,000	-
John Burns	\$6,198,000	7.9%
IHC Construction Companies, LLC.	\$6,320,000	9.7%
Manusos General Contracting, Inc.	\$6,434,000	11.3%
Joseph J. Henderson & Son, Inc.	\$6,868,000	16.9%

After reviewing the bid package and references, the Authority's consultant, Trotter & Associates, Inc., provided the enclosed letter recommending award to Vissering Construction.

The Authority is requesting the Executive Oversight Committee motion to give authorization to award Vissering Construction with a notice to proceed for the Primary Clarifier and Gravity Thickener Improvements in the amount of \$5,595,000. The Authority budgeted \$6,000,000 for in the CY2024 Approved Budget, Fund 40-580180 Capital Budget, and expects to receive \$6,500,000 in bond issuance revenue from the Village of Glen Ellyn.

Mr. Goldsmith inquired as to why the difference, as the base bid was originally \$5,710,000. Mr. Streicher stated that as the engineers and staff were unsure of actual bid numbers that might come in, the bid requirements listed five (5) different deductive options, that would allow GWA to reduce project scope if the bids far exceeded the project budget. Mr. Streicher added that only one (1) deductive option was removed, a new odor control system, as GWA staff was able to rehabilitate the existing system and save it for future use; additionally, as part of the project, covers are being installed on the weirs, which should substantially eliminate odor issues.

Mr. Niehaus confirmed that the lower cost reflects the elimination of the system. *Mr.* Streicher confirmed that it is. *Mr.* Niehaus also noted that he liked the seeing the number of bidders and how close the bids were, as it speaks wells to the reputation of GWA that five (5) bidders presented bids and in the end the citizens benefit from the competitive bidding. *Mr.* Streicher added that Staff was happy to see the number of bids and noted that it was the second project that came in under the budgeted amount.

Mr. Niehaus motioned and Mr. Buckley seconded the motion to award Vissering Construction with a notice to Proceed for the Primary Clarifier and Gravity Thickener Improvements in the amount of \$5,595,000. The Authority budgeted \$6,000,000 for in the CY2024 Approved Budget, Fund 40-580180 Capital Budget, and expects to receive \$6,500,000 in bond issuance revenue from the Village of Glen Ellyn. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

8. Authorization to Approve Primary Clarifier and Gravity Thickener Improvements Construction Engineering Contract.

Prior to beginning design on the Primary Clarifier and Gravity Thickener Improvements Project, Authority staff developed and sent out a request for qualifications and technical proposals to our six (6) shortlisted professional consulting firms to design a rehabilitation plan to the primary clarifiers and thickener based off the greatest needs and cost-effective approaches, prepare bidding documents, and up to assisting in the bidding process. Trotter & Associates, Inc. ranked the highest and was awarded the contract in February 2022. With the bidding process complete, and construction moving forward, the Authority will now need to retain a consultant for Construction Engineering Services.

After requesting a proposal from TAI, negotiations were held to specify scope and price, and a final proposed amendment to the existing contract with TAI was presented. Unlike many projects where the Authority may assist in some level of construction observation, due to staffing levels at this particular time, the Authority is requesting full time engineering services.

The Authority is requesting the Executive Oversight Committee motion to give authorization to approve Addendum No. 1 with Trotter & Associates, Inc. for construction engineering services for the Primary Clarifier and Gravity Thickener Improvements Project in the not to exceed amount of \$370,800. This contract has been budgeted for in the CY2024 Approved Budget, Fund 40-580180 Capital Budget.

Mr. Franz motioned and President Giagnorio seconded the motion to approve Addendum No. 1 with Trotter & Associates, Inc. for construction engineering services for the Primary Clarifier and Gravity Thickener Improvements Project in the not to exceed amount of \$370,000. This amount was approved in the CY2024 Approved Budget, Fund 40-580180. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

9. Authorization to Approve 2024 Bridge Rehabilitation Construction Contract

In August 2023 the Authority sent a request for proposals for an IDOT inspection the only bridge located in the main plant, commonly referred to the SRI bridge. The RFP was sent to shortlisted firms that had certified IDOT bridge inspectors in-house. Trotter and Associates, Inc. (TAI) was selected for the work, and the inspection was completed shortly afterwards. In the Spring of 2024, TAI also inspected the single bridge at the Authority's Combined Sewer Outfall (CSO) plant. Both inspections yielded similar results in that the bridges are in generally good shape and in need of minor rehabilitation work. Due to similar scopes, the repair work for both bridges was combined into a single project, and advertised for a public bid opening on May 30th, 2024. After reviewing the bid packages and references, TAI is recommending award to Alliance Contractors, Inc.

The Authority is requesting the Executive Oversight Committee give authorization to award Alliance Contractors Inc. with a notice to proceed for the 2024 Bridge Rehabilitation in the amount of \$93,500. This project was budgeted for in the CY2024 Approved Budget, Fund 40-580140 Capital Infrastructure Improvement.

Mr. Franz asked if the references for the contractor checked out. Mr. Streicher advised that they had.

Trustee Bachner motioned and President Giagnorio seconded the motion to award Alliance Contractors Inc. with a notice to proceed for the 2024 Bridge Rehabilitation in the amount of \$93,500. This project was budgeted for in the CY2024 Approved Budget, Fund 40-580140 Capital Infrastructure Improvement. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

10. Authorization to Purchase a 2024 Ford F250

The approved CY2024 capital budget includes the replacement of the Authority's vehicle number 643, a 2012 F250 with a plow and fuel saddle, in the amount of \$83,815, with an anticipated \$5,000 in resale value for the existing vehicle.

The Authority seeks to waive competitive bidding for the purchase of a 2024 Ford F250 based on section C.1.d of the Village of Glen Ellyn's purchasing policy, which is for the purposes of cooperative purchasing. The justification for using that specific basis is because the Authority is seeking approval to purchase the vehicle for a not to exceed amount equaling the same price that would have been paid through the Suburban Purchasing Cooperative. As seen in the enclosed quotation, the total cost of the vehicle through the Suburban Purchasing Cooperative was estimated to be \$47,581.00. The remaining funds out of the \$83,815 budgeted will be used to purchase the plow and fuel saddle that will be equipped on the vehicle.

The Authority is requesting the Executive Oversight Committee motion to give authorization to purchase a 2024 Ford F250 from Haggerty Ford Commercial & Fleet in a not to exceed amount of \$47,581.

Mr. Niehaus noted, that the Village of Lombard has encountered the same issues trying to purchase new vehicles, and feels that having the dollar amount approved prior to heading to the dealership does allow for some bargaining at local dealers.

Mr. Franz motioned and Mr. Niehaus seconded the motion to authorize The Authority to purchase a 2024 Ford F250 from Hagerty Ford Commercial & Fleet in the not to exceed amount of \$47,581. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Buckley responded "Aye" during a roll vote. The motion carried.

- 11. Discussion
 - 11.1 Pending EOC Action Items
 - 11.1.1 Renewable Natural Gas Memorandum of Understanding
 - 11.1.2 Solar Procurement
 - 11.1.3 Primary Sludge Direct Feed Line

Mr. Franz asked if the contractor who was awarded the primary clarifier project job would be the contractor doing the work. Mr.

Streicher advised this work would be a separate project that will need to go out to bid. Mr. Streicher added that Trotter and Associates would be the engineers for the project and as of right now they are trying to grasp the sequencing of the work with the clarifier project before proving a proposal for engineering costs.

Mr. Streicher asked if this was the appropriate time to bring up future email approval poll that will be going out regarding the contracting services for GovHR. Mr. Niehaus explained that following a model that the Village of Lombard has used, as well as DUCOMM; seeing as *Mr. Henning has moved on to another agency, there were discussions* with the TAC and other personnel at the Village of Glen Ellvn; wherein, prior to the job description for the Assistant Executive Director's position being posted, the suggestion to bring in an outside person who has experience, to temporarily fill the position for 90 to 120 days was recommended through GovHR was agreed to. Mr. Niehaus stated that there happens to be a retired Public Works Director, Phil Modaff, who Mr. Streicher, Mr. Buckley, Mr. Goldsmith, Mr. Franz and himself are familiar with, since he worked for the Village of Lombard for three (3) years. Mr. Niehaus advised that Mr. Modaff will be starting next week; and while Mr. Streicher has the authority to sign on of items up to \$5,000; the EOC Committee will need to approve a contract that will eventually exceed that amount via a phone poll and then ratification at the next EOC Committee meeting. Mr. Niehaus noted that this all came together to late to add it to the agenda for this meeting.

President Senak noted that he believes everyone is in agreement with the decision and the goal of what is trying to be achieved.

- 12. Other Business
 - 12.1 Technical Advisory Committee Updates
 - 12.2 National Association of Clean Water Agencies (NACWA) Platinum Peak Performance Award

The Glenbard Wastewater Authority has once again received the NACWA Platinum Peak Performance Award. The Peak Performance Awards recognizes NACWA member agency facilities for excellence in National Pollution Discharge Elimination System (NPDES) permit compliance, and the platinum awards recognize 100% compliance with permits over a minimum of a consecutive five-year period. The Authority has gone a total of 11 years without violating its NPDES permit (11 years to date, the award is recognizing through 2023. Congratulations to the Authority's current and former staff that have helped achieve this tremendous accomplishment.

12.3 Other Items

13. Next EOC Meeting – The next regularly scheduled EOC Meeting is set for Thursday, July 11, 2024 at 8:00 a.m.

Mr. Streicher advised that he will not be available for either the scheduled July 11th or August 8th meetings; therefore, both will be cancelled and in the event a meeting is needed, it will be to be schedule for a different date.

Mr. Franz made the motion to adjourn the April 11, 2024 EOC Committee meeting, and move to Executive Session for the purposes of discussing the purchase of real estate property for the use of the public body. The EOC will not be returning to open session after adjournment of the Executive Session, and Trustee Bachner seconded the MOTION. President Giagnorio, President Senak, Trustee Bachner, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Buckley, responded "Aye" during a roll call. The motion carried. The meeting adjourned at 8:19 a.m.

Submitted by:

Gayle A. Lendabarker GWA Executive Assistant

SECTION 5.2 VOUCHER REPORTS JUNE AND JULY 2024

GLENBARD WASTEWATER AUTHORITY APPROVAL OF VOUCHERS For the meeting in August 2024

Total Payroll S	Social Security/Medicare Tax Withheld - Employer portion \$	IMRF - Employer contribution \$	Employee Deductions* \$	Employee & Employer Payroll Deductions:	Net Employee Payroll Checks <u>S</u>	PAYROLL EXPENDITURES:			Accounts Payable 0724-2	Accounts Payable 0724-1	Accounts Payable 0624-2	Accounts Payable 0624-1	EXPENDITURES:
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GRAND TOTAL <u>\$ 1,364,712.59</u>

* Employee deductions include contributions for pensions, health insurance, union dues and other employee directed deductions such as tax withholdings, 457 & 125 plan contributions and supplemental life insurance.

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IL0022471-2024-2025 NPDESGWA-2024	06/18/2024 06/18/2024	0724-1 0724-1	962589 962589	20,000.00 07/15/2024 1 52,500.00 07/15/2024 1	INV	PD	#IL0022471-CSO ANNUAL NPD IL0021547-ANNUAL NPDES FE
477 UNITED PARCEL SERVICE, INC	CE, INC			72,500.00			
9YF103294	07/20/2024	0724-2	962647	19.48 07/31/2024 INV		PD	#9YF103-ELECTRTCAL UPS
481 DELL MARKETING L.P.							
10751960951	06/01/2024	0624-1	962512	7,852.96 06/15/2024 INV		PD	
490 COMCAST CABLE COMMUNICATIONS, LLC	NICATIONS, LLC						#9534597-REPLA
0570017919-JUL 2024	06/25/2024	0724-1	962580	387.67 07/15/2024 INV			#9534597-REPLACEMENT HARD
491 VWR INTERNATIONAL THE						PD	#9534597-REPLACEMENT HARD

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80107	827 ELECTRICAL CONTRACTORS, INC.	8406863273 8406909675	768 CINTAS FIRST AID &	12594309T107 12823722T107	743 GROOT, INC	226224 226947	738 SUBURBAN LABORATORIES, INC.	600	659 DUPAGE RIVER/S	15862	651 NORCHEM INDUSTRIES	1409975	624 ROWELL CHEMICAL CORPORATION	64479636	622 EATON ELECTRICAL INC	1528	580 CSWEA	L17-2874-BILL29	538 ILLINOIS ENVIR	426150	507 HARRY MILLER COMPANIES	8816256527 8816260575	INVOICE P.O.
06/13/2024	ITRACTORS, INC.	06/07/2024 07/05/2024	ID & SAFETY	05/28/2024 07/01/2024		06/27/2024 07/19/2024	ATORIES, INC.	06/10/2024	659 DUPAGE RIVER/SALT CREEK WORKGROUP	06/28/2024	RIES	07/19/2024	L CORPORATION	05/28/2024	AL INC	04/18/2024		05/15/2024	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	06/28/2024	OMPANIES	06/06/2024 06/06/2024	. INV DATE VOUCHER
0624-2		0624-1 0724-1		0624-1 0724-2		0724-1 0724-2		0624-2		0724-2		0724-2		0624-1		0624-2		0724-1	ENCY	0724-1		0624-1 0624-1	ER WARRANT
962550		962508 962577		962519 962625		962599 962644		962549		962637		962640		962514		962546		4002		962594		962538 962538	CHECK #
634.00 06/30/2024 INV	79.100	375.00 06/15/2024 INV 292.62 07/15/2024 INV	±1,333.03	731.41 06/15/2024 INV 664.24 07/31/2024 INV	4,UZ3.1U	1,076.00 07/15/2024 INV 2,947.10 07/31/2024 INV		297,304.00 06/30/2024 INV		3,322.46 07/31/2024 INV		8,781.31 07/31/2024 INV		2,273.00 06/15/2024 INV		960.00 06/30/2024 INV		318,500.64 07/15/2024 DIR		336.30 07/15/2024 INV	003.42	438.10 06/15/2024 INV 445.32 06/15/2024 INV	INVOICE NET DUE DATE TYPE
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GLE102-IT SUPPORT SVCS-JU		#10127979-MONTHLY FIRST A #10127979-FIRST AID SVC-J		#310769434001-REFUSE SVCS 69434-001-REFUSE SVCS-JUN		LAB SERVVICES - JUN 2024 LAB SVCS-INDUSTRIES-JUL 2		ANNUAL DUES/PROJECT CONTR		ELECTRICAL-PUMP PARTS - J		#0799-000-CS0 HYPO CHEMIC		#372485-SERVICE CALL LABO		CSWEA ANNUAL MTG-APR 2024		LOAN #L17-2874-BILL #29-J		GLE021-CLOTHES WASHER REP		#80020526-LAB SUPPLIES - #80020526-LAB SUPPLIES -	STS INVOICE DESCRIPTION

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1001 TROTTER	241830054694989 241870054729850 242000054834379 242060054864732	994 DIRECT E	9964991450 9965585932 9967439338 9968027555	988 VERIZON	260194	958 BAXTER &	6004277485 6004647636 6005711317 6007201593	939 STAPLES	12005847 876 PITNEY BOWES, 3106696380 881 AIRGAS, INC 5508128511 5508843705 9148648503 9150392473 9150392473 9150392473 9500850312 9500854860 9500854860 9500854802 9500854802 9500854802 9500854802 9500854802 9500859760 9500859760	INVOICE 859 ANALYTICAL
1001 TROTTER AND ASSOCIATES, INC.	07/01/2024 07/05/2024 07/18/2024 07/24/2024	ENERGY MARKETING, INC.	05/23/2024 06/01/2024 06/23/2024 07/01/2024	VERIZON WIRELESS SERVICES LLC	20240005 06/17/2024	BAXTER & WOODMAN, INC.	06/08/2024 06/15/2024 06/29/2024 07/20/2024	STAPLES CONTRACT & COMMERCIAL INC.	80WES, INC 1NC 20240003 20240003 05/01/2024 05/01/2024 05/01/2024 05/01/2024 06/01/2024 06/01/2024 06/15/2024 06/15/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/22/2024 07/13/2024	P.O. INV DATE VOUCHER CAL SOLUTION, INC
	0724-1 0724-2 0724-2 0724-2 0724-2		0624-1 0624-1 0724-1 0724-1		0624-2		0624-1 0624-2 0724-1 0724-2		0724-2 0624-1 0624-1 0624-1 0624-1 0624-1 0624-1 0624-1 0624-2 0624-2 0624-2 0624-2 0624-2 0624-2 0624-2 0624-2 0624-2 0724-2	R WARRANT
	962583 962615 962616 962617		962537 962537 962604 962605		962542		962534 962565 962598 962643		962502 962502 962502 962502 962502 962502 962502 9625571 962541 962541 962541 962541 962541 962541 962541 962541 962541	CHECK #
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2 RJN GROUP,			7		5	1194 THE CONSERVATION FOUNDATION	81	1160 CHICAGO METROPOLITAN FIRE PREVENTION	220008432566-JUN2024 8432566-MAY2024	7 ILLINOIS		1138 CONSTELLATION ENERGY SERVICES INC		3 LAUTERB/	6	O ALFA LAVAL INC		1100 CARLSON PAINT,	9	1074 UNISON SOLUTIONS, INC			
JP, INC		ENVIRONMENAL SAMPLING SUPPLY, INC.		1ST AYD CORPORATION		SERVATION		METROPOLI)24	ILLINOIS AMERICAN WATER COMPANY		ATION ENE		LAUTERBACH & AMEN, LLP		AL INC		PAINT, GLASS		OLUTIONS,	20240011 20240015	P.O. 20220005	
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	GAS SAM		MAINT S		UES-202		LARM MO		32566-v 2566-vv		TURAL G		SVCS G		N PARTS		EPLACEM		ILTER-J		ENGINEE	RIPTION SERVICE RIDGE R	
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FRER-216 LENG-709 LENG-710 LENG-711	7030089956 1268 JP MORGAN CHASE NA	260192 1260 APPLIED INC	41711 06 1248 CONCENTRIC INTEGRATION	409 1246 FOX MARKETING GROUP	1234 NISSEN ENERGY INC	INVOICE 30500217 30500218 389116 1218 COLLEY ELE 260048 261509 1223 CAPITAL ON 317514324071068 317514324071068 317514524042052 317515624100612 317515624044623 317515624044623 317515624034814 317516424032091 317516424032091 317516424032097 31751642412017 31751642412017 31751642412017 31751642412017 3175164241203458 31751724448765 317517244148765 317517244148765 317517244148765 317517244148765 317517244148765 317517244148765 3175198240878732 317519824081892
07/05/2024 06/26/2024 06/26/2024 06/26/2024	07/02/2024 07/17/2024 CHASE NA	2 06/17/2024 1260 APPLIED INDUSTRIAL TECHNOLOGIES INC	06/07/2024 INTEGRATION	06/11/2024 TING GROUP	ERGY INC	CE P.O. INV DATE VOUCHER 1217 20240002 06/05/2024 06/06/2024 1218 COLLEY ELEVATOR CO. 06/01/2024 1218 COLLEY ELEVATOR CO. 06/01/2024 1218 COLLEY ELEVATOR CO. 05/01/2024 1213 CAPITAL ONE NATIONAL ASSN 4324070972 05/22/2024 05/22/2024 05/22/2024 4324071068 05/22/2024 05/22/2024 05/22/2024 5024006112 06/04/2024 05/2024 06/04/2024 502400612 06/01/2024 06/01/2024 06/01/2024 502400612 06/01/2024 06/01/2024 06/01/2024 502400612 06/01/2024 06/01/2024 06/01/2024 50240051397 06/01/2024 06/01/2024 06/01/2024 6224121393 06/01/2024 06/01/2024 06/01/2024 6224121393 06/01/2024 06/01/2024 06/01/2024 6224121393 06/01/2024
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28.98 07/09/2024 40.00 06/26/2024 40.00 06/26/2024 40.00 06/26/2024 40.00 06/26/2024	126.40 07/15/2024 129.70 07/31/2024 256.10	1,268.26 06/30/2024 INV	115.00 06/15/2024	3,211.00 06/30/2024 DIR	858.75	INVOICE NET DUE DATE 11,800.00 06/15/2024 11,800.00 06/15/2024 218.00 06/15/2024 218.00 07/15/2024 218.00 07/15/2024 34.13 06/15/2024 10.85 06/15/2024 10.85 06/15/2024 10.85 06/15/2024 10.85 06/15/2024 10.85 06/30/2024 35.92 06/30/2024 35.92 06/30/2024 110.73 06/30/2024 110.73 06/30/2024 106.74 07/15/2024 106.74 07/15/2024
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BEST BUY HDMI CABLE B&B NETWORK - ADDITIONAL APWA - EVENT REGISTRATION APWA - EVENT REGISTRATION	#1251999-MAINT PARTS - JU #1251999-MAINT SUPPLIES -	PROJ0202166.00-IT SUPPORT	CUSTOM SAFETY LABELS - JU	#6307901901-CHP THROTTLE		TRVOICE DESCRIPTION YR 2 OF 6 YR CONTRACT FOR INTERCEPTOR REHABILITATIO #BE0945-MONTHLY ELEVATOR BE0945-ELEVATOR SVC-JUL 2 #535690-OPS SUPPLIES - MA #535690-OPS SUPPLIES - MA #535690-OPS SUPPLIES - MA #535690-OPS SUPPLIES - JU #535690-OPS SUPPLIES - JU #535690-OPS SUPPLIES - JU #535690-OPERATIONS SUPPLIE - JU #535690-OPERATIONS SUPPLIE #535690-OPERATIONS SUPPLIE #535690-OPERATIONS SUPPLIE #535690-OPERATIONS SUPPLIES - JU #535690-OPERATIONS SUPPLIES - JU #555690-OPERATIONS SUPPLIES - JU #555690-OPERATIONS SUPPLIES - JU #555690

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20444759RI05700 24000613RI05700	1317 VEOLIA WATER TECHNOLOGIES,	34919	1304 ILLINOIS PROCESS	2032715	1282 TALLGRASS RESTORATION, LLC	40356160 440356172	1278 TYCO FIRE & SI	48752 49496	1271 SYNAGRO-WWT	LENG-712 LENG-713 LENG-714 LENG-715 LENG-716 LENG-717 LENG-721 LENG-721 LENG-721 LENG-722 LENG-722 LENG-722 LENG-725 LENG-725 LENG-725 LENG-725 STRM-188 STRM-188 STRM-188 STRM-188
07/18/2024 05/29/2024	TECHNOLOGIES, INC.	06/04/2024	ESS EQUIPMENT	06/28/2024	TORATION, LLC	07/13/2024 07/13/2024	1278 TYCO FIRE & SECURITY (US) MANAGEMENT,	06/01/2024 07/01/2024		06/26/2024 06/26/2024 06/26/2024 06/26/2024 06/26/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024
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CEC NUM DATE VULCHER NUMBER CHECK NUMBER AND CHECK	1KYT-T6L3-791D	1413	242333 242861	1405	02362178 02388252	1403	INV331153	1383	23781TN 24613TN 25447TN	1382	52371 54536	137.	276578 278011	1346	101389 101406	1344	36043	134	CIN470018965	133	INVOICE 24000763R105700
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** END OF REPORT - Generated by Janice Kurasz **

SECTION 5.3

RATIFICATION OF EMAIL POLL ITEMS

SECTION 5.3.1

AUTHORIZATION TO APPROVE AGREEMENT WITH GOVTEMPSUSA FOR EMPLOYEMENT OF TEMPORARY WORKER

From:	Matt Streicher
To:	Matt Streicher
Bcc:	"giagnoriok@villageoflombard.org"; "PresidentSenak@glenellyn.org"; "bachnerb@villageoflombard.org"; "Kelli Christiansen (Trustee"; "niehauss@villageoflombard.org"; "mfranz@glenellyn.org"; ""goldsmithc@villageoflombard.org" (goldsmithc@villageoflombard.org)"; "Dave Buckley"
Subject:	EOC Email Poll - Item for Approval
Date:	Wednesday, June 19, 2024 2:39:00 PM
Attachments:	<u>image001.jpg</u> <u>GovTemps-GWA-Modaff_SIGNED.pdf</u>

Dear Executive Oversight Committee Members,

Typically the Authority aims to have items that require EOC approval brought to regularly scheduled meetings for approval, however, at times email polls have been performed when deemed appropriate. Since this matter was not able to get on the June EOC agenda, and in order to avoid calling an entire meeting for one item, it was concluded that the best method for approval of the following items was to perform an email poll.

As discussed at the June 13, 2024 EOC meeting, due to having two key positions vacant, the Authority is utilizing GOVTEMPSUSEA (GovTemps) to bring in a temp worker. The specific position/assignment for this individual is "Management Consultant," with the intent to help evaluate the structure of the Authority, undergo analysis and strategic development, as well as perform any administrative functions where assistance is needed.

There is no memo accompanying this request for approval, but to summarize, we'll be seeking a motion to authorize not to exceed amount of \$35,000. The Authority will be invoiced by GovTemps for \$113.60 per hour the individual works, and it is expected that he will be working 24 hours a week for at least 12 weeks. That total comes out to \$32,716.80, however, the \$35,000 is being sought for approval in the event additional hours are needed. Due to the vacant positions, there are sufficient funds in the approved CY2024 Budget's personnel item. The agreement does allow for an extension to November 22nd, 2024 if needed, so if the Authority wishes to extend the contract, another motion will be requested from the EOC. The agreement is attached for your review if you wish.

Therefore, this email is being used as a platform to perform a poll to obtain your vote, and answer any questions/concerns on the agenda item. Each response will be tracked, and assuming sufficient support is achieved via the poll, the agenda item will be placed on the next full EOC meeting agenda for ratification. If the item is not approved, we will simply regather information as requested by EOC members, and revisit the item at the next regularly scheduled EOC meeting.

Please reply back to me individually with a "Yea" or "Nay" vote. In order to avoid a potential violation of the open meetings act, all parties on this email have been sent the email via a blind copy, as an accidental "reply all" would violate the act.

Please do not hesitate to reach out to me with any questions, again, making sure not to copy other members of the EOC with any such questions. Questions that were submitted can be attached with the item when it is placed on the future full meeting agenda for public viewing.

Since the letter requires a commitment date to the Village of Glen Ellyn prior to end of business day,

Tuesday, February 13, if reasonably possible, please provide a response to this poll by that time. I apologize for the short notice and response time requested.

As always, please feel free to contact me for any reason.

Thanks,



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC ("GovTemps"), and the GLENBARD WASTEWATER AUTHORITY (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be modified from time to time by an amended Exhibit A signed by both GovTemps and the Client. GovTemps has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with GovTemps and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor

Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached Exhibit B. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employees. GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives,

and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) GovTemps shall obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s), with \$1,000,000 per occurrence and \$2,000,000 aggregate. To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this

Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement. GovTemps acknowledges and agrees that this Agreement and all billing or payment information is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01.

(a) Venue for all actions between the parties shall lie solely in the Circuit Court of DuPage County, Illinois. GovTemps hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and GovTemps waives any objection that this venue is not convenient.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:GovTemps/MGT Consulting
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.comIf to Client:Glenbard Wastewater Authority
945 Bemis Road
Glen Ellyn, Illinois 60137
Attention: Matt Streicher
Telephone: 630-790-1901 x126

Electronic Mail: mstreicher@gbww.org

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, A division of MGT of AMERICA CONSULTING, LLC

By C ____

Name: A. Trey Traviesa Title: CEO – GovTemps/MGT Consulting

EFFECTVE DATE: June 17, 2024

GLENBARD WASTEWATER AUTHORITY

By _____

Name:_____

Title:

EXHIBIT A Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Phillip Modaff

POSITION/ASSIGNMENT: Management Consultant

POSITION TERM: June 17, 2024 – August 23, 2024

Upon mutual agreement of both parties, the agreement may be extended up to November 22, 2024.

BASE COMPENSATION: <u>\$113.60/hour. Employee's work hours will vary but are expected</u> to average 28 hours/week. Specific work schedule will be determined between the client and the employee. Client will report employee's work hours via a timesheet to payroll@govtempsusa.com before close of business on Monday after the prior work week.

OTHER: In accordance with the Illinois Paid Leave for all Workers Act), the employee has been advised to coordinate any leave requests with the client. The required paid leave is included as part of the standard service fee.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

GOVTEMPS/MGT of AMERICA CONSULTING, LLC

GLENBARD WASTEWATER AUTHORITY

By:_

By:_____

Date:6/12/2024

Date:_____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B Summary of Benefits

EXECUTIVE OVERSIGHT COMMITTEE PHONE POLL June 19, 2024 GovTemp Agreement

Agenda Item 1

COMMITTEE MEMBER	CONTACT INFORMATION	APPROVE
Trustee Bachner	bachnerb@villageoflombard.org	Aye via 6/24/24 email @4:55pm
Trustee Christiansen	TrusteeChristiansen@glenellyn.org	Aye via 6/20/24 email @10:16am
President Giagnorio	giagnoriok@villageoflombard.org	
President Senak	PresidentSenak@glenellyn.org	Aye via 6/24/24 email @3:33pm
Manager Franz	mfranz@glenellyn.org	Aye via 6/20/24 email @10:19am
Manager Niehaus	niehauss@villageoflombard.org	Aye via 6/20/24 email @10:14am
Director Buckley	dbuckley@glenellyn.org	Aye via 6/20/24 email @9:45am
Director Goldsmith	goldsmithc@villageoflombard.org	Aye via 6/20/24 email @2:18pm

Approvals:

<u>7</u> Yes <u>0</u> No _____N/A

SECTION 5.3.2

AUTHORIZATION TO APPROVE AMENDMENT #2 WITH RJN GROUP, INC.

From:	Matt Streicher
To:	Matt Streicher
Bcc:	"giagnoriok@villageoflombard.org"; "PresidentSenak@glenellyn.org"; "bachnerb@villageoflombard.org"; "Kelli Christiansen (Trustee"; "niehauss@villageoflombard.org"; "mfranz@glenellyn.org"; Carl Goldsmith; "Dave Buckley"
Subject:	EOC Email Poll - Item for Approval
Date:	Friday, July 5, 2024 9:55:00 AM
Attachments:	GWA-RJN - Amendment 2 - NRI Rehabilitation Design, Bidding, and Construction.pdf

Dear Executive Oversight Committee Members,

Typically the Authority aims to have items that require EOC approval brought to regularly scheduled meetings for approval, however, at times email polls have been performed when deemed appropriate. Although this item was not discussed at any previous EOC meetings, due to it being a relatively simple matter, and in order to avoid calling an entire meeting for one item, it was concluded that the best method for approval of the following items was to perform an email poll.

At the September 8th EOC meeting, a contract was approved with RJN Group for the design, bidding, and construction oversight of Phase I and II of the North Regional Interceptor Rehabilitation Project in the amount of \$155,000. After multiple attempts at bidding and restructuring the work associated with Phase I, RJN sought to amend their contract for the extra efforts and time spent in order to secure proper bids, which added another \$22,200 to the contract, making it a total of \$177,200. In September of 2023, Manager Franz was able to approve this amendment due to it being under the \$25,000 threshold requiring EOC approval.

Phase II of the project was publicly bid this Spring, with the EOC awarding the construction contract at the March 2024 EOC meeting. After meeting with the contractor and obtaining permits from DuPage County, it was discovered that one of the manholes being rehabilitated is located within identified wetlands. DuPage County Stormwater Department has unique requirements for when work is being done in wetlands, and requires wetland specialist consultants to prepare specifications. Therefore, RJN Group has to retain a sub-consultant in order for the County to approve of the proposed work. RJN Group obtained three proposals for this project from Engineering Resource Associates (ERA), V3, and Webster and McGrath (WMA). They chose to move forward with ERA as their proposal came in at a notably lower cost compared to V3 and WMA. The total amendment cost is \$14,800, with the majority of this being subcontractor fees. ERA's scope of work is further detailed in Exhibit A of the attachment and includes atlas review, field investigation, flagging, comprehensive report preparation, verification meeting with DuPage County, and obtaining necessary permits from USACE and DuPage County. RJN will handle any required plan and spec revisions and also plan to attend any field meetings. In terms of timeline, all three firms have indicated that the process could take 6-8 weeks

There is no memo accompanying this request for approval, but to summarize, we'll be seeking a motion to authorize approval of Amendment #2 with RJN Group in the amount of \$14,800, bringing the total contract amount to \$192,000.

This email is being used as a platform to perform a poll to obtain your vote, and answer any questions/concerns on the agenda item. Each response will be tracked, and assuming sufficient

support is achieved via the poll, the agenda item will be placed on the next full EOC meeting agenda for ratification. If the item is not approved, we will simply regather information as requested by EOC members, and revisit the item at the next regularly scheduled EOC meeting.

Please reply back to me individually with a "Yea" or "Nay" vote. In order to avoid a potential violation of the open meetings act, all parties on this email have been sent the email via a blind copy, as an accidental "reply all" would violate the act.

Please do not hesitate to reach out to me with any questions, again, making sure not to copy other members of the EOC with any such questions. Questions that were submitted can be attached with the item when it is placed on the future full meeting agenda for public viewing.

As always, please feel free to contact me for any reason.

Thanks,



Matt Streicher, P.E., BCEE **Executive Director**

Glenbard Wastewater Authority 945 Bemis Road | Glen Ellyn, IL 60137 Office: (630) 790-1901 Ext. #126 Fax: (630) 858-8119 Cell: (630) 865-5893 Email: mstreicher@gbww.org Website: www.gbww.org Go Green - keep it on screen. Think before you print!

	BARD WASTE	WAIER				
	AMENDM	IENT NO. 2	2			
PROJECT:	NRI Intercepto	or Rehabili	tation Design, I	Bidding, and (Construction	
CONSULTANT:	RJN GROUP,	NC.				
DATE OF ORIGINAL CONTRACT START:	09/09/2022					
ORIGINAL CONTRACT AMOUNT	\$155,000.00					
AMENDMENT NO. 1	\$22,200.00					
AMENDMENT NO. 2	\$14,800.00					
	\$192,000.00					
	¢102,000.00					
TASK		UNIT	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT PRICE	AMOUNT
Wetlands Permit Acquistion Proposal Coordination		LS	\$-	\$ 1,400.00	\$1.00	\$1,400.0
Site Visit Meetings and Plan Revisions		LS		\$ 3,500.00	\$1.00	\$3,500.0
Project Management and Coordination (10% of Sub)		LS	-	\$ 900.00	\$1.00	\$900.0
Netland Delineation Study Subcontractor (ERA)		LS	\$ -	\$ 9,000.00	\$1.00	\$9,000.0
			TOTAL	ADDITIONS:		\$14,800.0
TASK		UNIT	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT PRICE	AMOUNT
			TOTAL D	EDUCTIONS:		\$0.0
TOTAL ADDITIONS						\$14,800.0
TOTAL DEDUCTIONS						\$0.0
TOTAL AMENDMENT AMOUNT						\$14,800.0
REASON FOR AMENDMENT: The amendment provides: additional Wetland Permit c	oordination with [wetland delineati		mitting.			
			(CONTRACT TIME	E (CALENDAR DAY	5)
DRIGINAL CONTRACT AMOUNT	\$155,000.00		ORIGINAL		N/A	N/A
)FD (+/-)	N/A	N/A
PREVIOUS CHANGE ORDERS (+/-)	\$22,200.00		DAYS SUSPENE			
PREVIOUS CHANGE ORDERS (+/-) THIS CHANGE ORDER (+/-)	\$22,200.00 \$14,800.00		THIS C.O. (+/-)		N/A	N/A
THIS CHANGE ORDER (+/-)				-	N/A N/A	N/A N/A
THIS CHANGE ORDER (+/-) TOTAL CHANGE ORDERS (+/-)	\$14,800.00		THIS C.O. (+/-)	TION DATE		
THIS CHANGE ORDER (+/-) TOTAL CHANGE ORDERS (+/-)	\$14,800.00 \$37,000.00 \$192,000.00	LL STIPULATIO	This C.O. (+/-) Orig. Complet Rev. Complet	TION DATE	N/A N/A	N/A N/A
THIS CHANGE ORDER (+/-) TOTAL CHANGE ORDERS (+/-) REVISED CONTRACT AMOUNT	\$14,800.00 \$37,000.00 \$192,000.00 THE CONTRACT AND A	LL STIPULATIO	This C.O. (+/-) Orig. Complet Rev. Complet	TION DATE	N/A N/A	N/A N/A
THIS CHANGE ORDER (+/-) FOTAL CHANGE ORDERS (+/-) REVISED CONTRACT AMOUNT THIS DOCUMENT SHALL BECOME AN AMENDMENT TO	\$14,800.00 \$37,000.00 \$192,000.00 THE CONTRACT AND A		This C.O. (+/-) Orig. Complet Rev. Complet	TION DATE	N/A N/A SHALL APPLY HERETO	N/A N/A



EXHIBIT A

GLENBARD WASTEWATER AUTHORITY AMENDMENT NO. 2 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NRI INTERCEPTOR REHABILITATION DESIGN, BIDDING, AND CONSTRUCTION WITH RJN GROUP. INC.

SCOPE OF SERVICES

RJN is proposing the following additional scope of services:

A. Phase 2 Large Diameter Cleaning Design, Bidding, and Construction Services

- a. Procure wetland permit(s) from DuPage County Stormwater Management and other relevant authorities, including the following:
 - i. Securing a subcontractor to perform the wetland delineation and provide permitting assistance
 - ii. Coordination with the Subcontractor and permitting authorities
 - 1. Submittal of verification request form following completion of field activities by the Subcontractor with fee
 - iii. Mapping of wetland delineation boundaries using points provided by Subcontractor and drafting of plans for:
 - 1. Sediment erosion control
 - 2. Grading
 - 3. Permanent stabilization
 - a. Seeding and erosion control blanket or sod, trees/shrubs and maintenance & monitoring
 - 4. Planting plan
 - a. Markup to be provided by Subcontractor for drafting in AutoCAD
 - iv. Subcontractor Services:
 - 1. Wetland Delineation
 - a. Atlas review (water resource, soil survey, topographic maps)
 - b. Field investigation based on County and Federal standards and methodology
 - c. Stake wetland locations and record submeter accurate GPS points of flags
 - i. Deliverable CSV file of wetland flag and data point locations
 - 2. Wetland Delineation Report
 - a. United States Army Corps of Engineers (USACE) data forms



- b. Documentation of Federally listed threatened and endangered species that meets the Section 7 United States Fish and Wildlife Service (USFWS) requirements
- c. Threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR). IDNR requires a small fee for this consultation, which will be billed as a direct cost without markup.
- d. Aerial map exhibit of site showing approximate locations of data sampling points and wetland delineation boundaries
- e. Floristic Quality Assessment per USACE requirements
- f. Wildlife habitat evaluation per DuPage County requirements
- g. Identification of approximate off-site wetland boundary for wetlands within 100 feet of the project
- h. Copy of DuPage County wetland map
- i. Copy of DuPage County soil map
- j. Site photos as necessary to describe wetland
- k. Narrative of applicable wetland regulations
- 3. DuPage County Wetland Verification Meeting
 - a. Meeting with DuPage County personnel to verify staked wetland boundaries
 - b. DuPage County applies a verification fee prior to scheduling an on-site meeting - \$300.00 for <5-acre parcel
- 4. Permitting
 - a. USACE
 - i. This project meets the requirements of Nationwide Permit No. 58 Utility Line Activities for Water and Other Substances. A preconstruction notification is not anticipated as A section 10 permit is not required and the discharge will not result in the loss of greater than 1/10acre of waters of the United States. ERA will prepare a memo to the file to document that the conditions of this permit have been met for inclusion in the Stormwater report.
 - b. DuPage County initial tabular permit submittal
 - i. Tab 4 Wetlands, this assumes that no direct wetland impacts are proposed and mitigation will not
 - ii. be required.
 - Tab 5 Buffers, this assumes that minor buffer impacts are proposed and mitigation of the functions will be required.
 - Tab 7 Soil Erosion and Sediment Control, utilizing RJN's sediment erosion control plan.
 - v. Tab 8 Exhibits



- vi. Tab 9 Maintenance and Monitoring. As temporary impacts to wetlands and wetland buffers and tree removal is proposed, a planting, maintenance and monitoring plan will be required. ERA will prepare the plan narrative for inclusion in the report and mark up a planting plan to be drafted in AutoCAD or MicroStation by RJN.
- vii. Tab 10 Security. An EOPC for sediment erosion control, grading, and permanent stabilization (i.e. seeding and erosion control blanket or sod, and trees/shrubs and maintenance & monitoring) will likely be required. It is probable that the performance security will not be required as this is a public entity.
- 5. Plan and Permitting Revisions if needed

EXECUTIVE OVERSIGHT COMMITTEE PHONE POLL July 5, 2024 RJN Amendment

Agenda Item 1

COMMITTEE MEMBER	CONTACT INFORMATION	APPROVE
Trustee Bachner	bachnerb@villageoflombard.org	
Trustee Christiansen	TrusteeChristiansen@glenellyn.org	Aye via email @11:24 am on 7/5/24
President Giagnorio	giagnoriok@villageoflombard.org	
President Senak	PresidentSenak@glenellyn.org	
Manager Franz	mfranz@glenellyn.org	Aye via email @9:10 pm on 7/7/24
Manager Niehaus	niehauss@villageoflombard.org	Aye via email @9:24 am on 7/6/24
Director Buckley	dbuckley@glenellyn.org	Aye via email @10:31 am on 7/5/24
Director Goldsmith	goldsmithc@villageoflombard.org	Aye via email @10:13 am on 7/5/24

Approvals:

<u>5</u> Yes <u>0</u> No N/A

SECTION 5.3.3

AUTHORIZATION TO APPROVE AND SIGN A MEMORANDUM OF AGREEMENT FOR PURPOSES OF APPLYING FOR USEPA GRANT

Matt Streicher

Matt Streicher
Monday, July 8, 2024 10:35 AM
Matt Streicher
EOC Email Poll - Item for Approval
CPRG MOA.pdf

Dear Executive Oversight Committee Members,

My apologies on yet another email. If I knew this item was coming as soon as it did, I would have included it in the previous request for approval.

As discussed at previous Executive Oversight Committee meetings, in efforts to find ways to best use the biogas that is generated through the anaerobic digestion process, the Authority joined a coalition consisting of other biogas generators, and submitted an application for \$196M grant from the USEPA. The grant awards would cover the engineering, equipment costs, construction, and some operation & maintenance costs to construct renewable natural gas facilities at each facility that is part of the coalition. The coalition consists of 8 other wastewater treatment facilities, the Forest Preserve District of DuPage County (relating to their closed landfill facilities), and the metropolitan mayor's caucus (for public relation purposes). The USEPA is expected to announce grant winners some time during this month, however, grants will not be formally awarded until October of 2024. One initial condition prior to being awarded the grant is to submit a memorandum of agreement (MOA) with basic terms no later than August 1st, 2024. The members of the coalition met to draft the attached MOA with an effort to minimize any liabilities due to the uncertainty of other requirements moving forward. If the coalition is selected as a grant recipient, it is very likely that the MOA will need to be revised based on any conditions of the grant award. Legal counsel will continue to review any further revisions to protect the best interests of the Authority. If the coalition is not selected for the grant, the MOA will become null and void.

There is no memo accompanying this request for approval, but to summarize, we'll be seeking a motion to authorize approval and to sign the attached MOA.

This email is being used as a platform to perform a poll to obtain your vote, and answer any questions/concerns on the agenda item. Each response will be tracked, and assuming sufficient support is achieved via the poll, the agenda item will be placed on the next full EOC meeting agenda for ratification. If the item is not approved, we will simply regather information as requested by EOC members, and revisit the item at the next regularly scheduled EOC meeting.

Please reply back to me individually with a "Yea" or "Nay" vote. In order to avoid a potential violation of the open meetings act, all parties on this email have been sent the email via a blind copy, as an accidental "reply all" would violate the act.

Please do not hesitate to reach out to me with any questions, again, making sure not to copy other members of the EOC with any such questions. Questions that were submitted can be attached with the item when it is placed on the future full meeting agenda for public viewing.

As always, please feel free to contact me for any reason.

Thanks,

Matt Streicher, P.E., BCEE Executive Director



Glenbard Wastewater Authority 945 Bemis Road | Glen Ellyn, IL 60137 Office: (630) 790-1901 Ext. #126 Fax: (630) 858-8119 Cell: (630) 865-5893 Email: <u>mstreicher@gbww.org</u> Website: <u>www.gbww.org</u>

🖨 Go Green - keep it on screen. Think before you print!



CLIMATE POLLUTION REDUCTION GRANT MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES (herein referred to as Coalition Members):

- FOX METRO WATER RECLAMATION DISTRICT
- WHEATON SANITARY DISTRICT
- DUPAGE COUNTY WASTEWATER DIVISION
- FOX RIVER WATER RECLAMATION DISTRICT
- KISHWAUKEE WATER RECLAMATION DISTRICT
- GLENBARD WASTEWATER AUTHORITY
- KENOSHA WATER UTILITY
- VILLAGE OF ADDISON WASTEWATER PLANT
- FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
- METROPOLITAN MAYOR'S CAUCUS

This Memorandum of Agreement (MOA) documents the roles and responsibilities of the parties involved in the EPA Climate Pollution Reduction Grant application and implementation project managed by Fox Metro Water Reclamation District (Fox Metro). The anticipated timeline for the project is as follows (dates are subject to change by EPA):

- **Fall 2024** Funding received, construction and implementation planning process begins.
- **2025** Coordination between facilities and continued construction of biogas treatment facilities.
- Late-2026 Fox Metro biogas capture and pipeline injection fully operational.

The terms of this MOA are as follows:

- As the Lead Coalition Member, Fox Metro will be accountable to EPA and accepts full responsibility for effectively carrying out the full scope of work and the proper financial management of the Chicagoland Methane Recapture Project: Reducing GHG Emissions and Producing Renewable Natural Gas from Waste EPA Climate Pollution Reduction Grant.
- 2. In addition to Fox Metro, the Coalition Members include Wheaton Sanitary District, DuPage County Wastewater Division, Fox River Water Reclamation District, Kishwaukee Water Reclamation District, Glenbard Wastewater Authority, Kenosha Water Utility, Village of Addison Wastewater Plant, Forest Preserve District Of DuPage County, and Metropolitan Mayor's Caucus. Information for the lead representative of each Coalition Member is as follows:

FOX METRO WATER RECLAMATION DISTRICT

Karen K. Clementi, District Manager 682 State Route 31, Oswego, IL 60543 630-892-4378 kclementi@foxmetro.org

WHEATON SANITARY DISTRICT

Matthew Larson, Executive Director 1S649 Shaffner Road, Wheaton, IL 60189 630-668-1515 Iarson@wsd.dst.il.us

DUPAGE COUNTY WASTEWATER DIVISION

Sean Reese, Public Works Operations Manager 7900 S. Route 53, Woodridge, IL 60517 (630) 407-6500 sean.reese@dupagecounty.gov

FOX RIVER WATER RECLAMATION DISTRICT

Eric J. Johnson, Executive Director 1957 N. LaFox Street, South Elgin, IL 60177 847-429-4048 ejohnson@frwrd.com

KISHWAUKEE WATER RECLAMATION DISTRICT

Mark Eddington, P.E., Executive Director 1301 Sycamore Road, DeKalb, IL 60115 (815)758-3513 meddington@kishwrd.com

GLENBARD WASTEWATER AUTHORITY

Matthew Streicher, Executive Director 945 Bemis Road, Glen Ellyn, Illinois 60137 630-790-1901 mstreicher@gbww.org

KENOSHA WATER UTILITY

Curtis Czarnecki, General Manager 4401 Green Bay Road, Kenosha, WI 53144 262-653-4306 cczarnecki@kenosha.org

VILLAGE OF ADDISON WASTEWATER PLANT

Joseph Maranowicz, Village Manager 711 North Addison Road, Addison, IL 60101 630-693-7503 jmaranowicz@Addison-IL.org

FOREST PRESERVE DISTRICT OF DUPAGE

Daniel Hebreard, President 35580 Naperville Road, Wheaton, IL 60189 630-391-1296 dhebreard@dupageforest.org

METROPOLITAN MAYOR'S CAUCUS

Neil James, Executive Director 433 W. Van Buren St. Suite 450, Chicago, IL 60604 312-201-4505 njames@mayorscaucus.org

3. Coalition members who are grant subrecipients will be accountable to Fox Metro for properly using EPA funding and successfully implementing the project.

4. The project **goal** is to reduce GHG emissions, reduce and replace fossil natural gas use, reduce future sewer use rates, create additional workforce skills, improve air quality in low-income and disadvantaged communities, reduce energy expenses, reduce impact on the energy supply system by reducing pollution, foster energy independence, and help shift the Chicago MSA grid to more sustainable energy sources. The expected project **output** is to capture 25% of biogas from publicly owned wastewater treatment facilities in the Chicago MSA and additional landfill biogas and convert it to renewable natural gas, which will result in an **outcome** of an estimated reduction of 30,318 MTCO2e annually by the end of construction.

5. Partners were identified because of the existing biogas infrastructure at the partner facilities, the varying degrees of energy offset projects already in place, the potential to reduce flaring and improve regional air quality, and their commitment to improved regional air quality. The collaboration and partnerships benefit the project by creating a network of coordinated emission capture and injection sites across the Chicago Metro area to eliminate methane leakage flaring of 99.5% of emissions from the participating agencies. The impact of a single partner participating would have a limited and localized impact on air quality; however, the coordinated participation from this coalition of large-scale emitters across the Chicago Metro area is anticipated to have an immediate impact on improving regional air quality. The coalition will coordinate across geographies and jurisdictions to reduce emissions on a regional scale and leverage vast expertise and resources to advance deployment through knowledge sharing. Once operational, the project will be financially self-sustaining, replicable, and scalable. The diverse locations of injection sites and enhanced skills of the regional workforce cultivated to address the project implementation will accelerate adoption and deployment for other diverse suppliers of biogas who could utilize the proposed injection sites.

6. This MOA represents the initial agreement among the Coalition Members, with a formal written agreement to be executed upon EPA grant award, in compliance with EPA guidelines.

7. Each Coalition Member will carry sufficient insurance coverage to protect any grant funds provided to the Coalition under the forthcoming award and/or subaward agreements. The insurance coverage shall also be adequate to satisfy any indemnification provisions set forth in the forthcoming award and/or subaward agreements.

8. This Agreement reflects an arrangement that currently is satisfactory to the parties; however, it is recognized and anticipated that changing circumstances of the evolving project may necessitate revision. The parties agree to negotiate in good faith. Amendments to the Agreement will reflect such required adjustments, including but not limited to, a renewal or additional terms of said Agreement. All parties to the agreement agree that no party is obligated to provide services other than stated herein.

9. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered to LEAD, shall be an original, but all of which shall together constitute one and the same instrument.

10. The Coalition Members shall each be individually responsible for their own actions and omissions, and for those of their officers, agents and employees, in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of a Coalition Member's respective immunities or defenses, whether statutory or common law, by reason of any applicable indemnification and insurance provisions, or as an assumption of any duty for the benefit of any third party. This MEMORANDUM OF AGREEMENT for the EPA Climate Pollution Reduction Grant led by FOX METRO WATER RECLAMATION DISTRICT is agreed upon by the parties:

FOX METRO WATER RECLAMATION DISTRICT

Signature:	· · · · · · · · · · · · · · · · · · ·
Name:	
Title:	
Date:	

WHEATON SANITARY DISTRICT

Signature:	 	
Name:		
Title:		
Date:		

DUPAGE COUNTY WASTEWATER DIVISION

Signature:	
Name:	
Title:	
Date:	

KISHWAUKEE WATER RECLAMATION DISTRICT

Signature:	 	 	
Name:	 		
Title:			
Date:			

GLENBARD WASTEWATER AUTHORITY

Signature:	 	 <u>.</u>
Name:		
Title:		
Date:		

KENOSHA WATER UTILITY

VILLAGE OF ADDISON WASTEWATER PLANT

Signature:	 · · · · · · · · · · · · · · · · · · ·	
Name:	 	
Title:		
Date:		

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

Signature:	 	 	
Name:		 	
Title:			
Date:			

FOX RIVER WATER RECLAMATION DISTRICT

Signature:	 	 	 <u> </u>
Name:			
Title:			
Date:			

METROPOLITAN MAYOR'S CAUCUS

Signature:	
Name:	
Title:	
Date:	

EXECUTIVE OVERSIGHT COMMITTEE PHONE POLL July 8, 2024 CPRG MOA

Agenda Item 1

COMMITTEE MEMBER	CONTACT INFORMATION	APPROVE
Trustee Bachner	bachnerb@villageoflombard.org	Aye via 7/8/24 email @4:34
		pm
Trustee Christiansen	TrusteeChristiansen@glenellyn.org	Aye via 7/8/24 email @2:20
		pm
President Giagnorio	giagnoriok@villageoflombard.org	
President Senak	PresidentSenak@glenellyn.org	Aye via 7/14/24 email
		@11:07 am
Manager Franz	mfranz@glenellyn.org	Aye via 7/8/24 email @2:58
		pm
Manager Niehaus	niehauss@villageoflombard.org	Aye via 7/8/24 email @2:24
		pm
Director Buckley	dbuckley@glenellyn.org	Aye via 7/8/24 email @1:40
		pm
Director Goldsmith	goldsmithc@villageoflombard.org	

Approvals:

<u>6</u> Yes <u>0</u> No _____N/A

SECTION 5.4

AUTHORIZATION TO APPROVE MVP ONE 3-YEAR SUBSCRIPTION FEE

MEMORANDUM

TO: Executive Oversight Committee

FROM: Matt Streicher, P.E. BCEE, Executive Director

DATE: August 15, 2024

STALRD WASTER

RE: Authorization to Approve MVP One 3-Year Subscription Fee

In June of 2021, after the Authority performed a thorough evaluation, the Executive Oversight Committee approved the purchase MVP Plant, a new Computerized Maintenance Management System (CMMS), to replace the previous CMMS software that no longer met the Authority's needs. CMMS software identifies, categorizes, and names all of the Authority's assets, and allows work to be conducted and recorded. The software generates preventative maintenance tasks, allows and tracks for corrective maintenance tasks, and generally improves the staff productivity, efficiency, and budgeting.

The software requires annual license fees in order for it to be continued to be supported, as well as to allow the Authority to receive new versions of the software as it is upgraded. In 2023, the Authority's use of MVP Plant became enhanced, and required additional licensing fees in order for the Authority to use it as desired. At the time, the additional licensing fees did not require Executive Oversight Committee (EOC) approval, however, after a small increase it pushed the renewal price for a one-year term to require EOC approval.

After discussion with MVP Plant, in accordance with the Village of Glen Ellyn's purchasing policy, which allows for a maximum of a 3-year term, a longer term was requested in order to avoid need for future approvals from the EOC.

The Authority seeks a motion to authorize approval of the MVP One Subscription Fee for the period beginning August 1, 2024 and ending July 31, 2027 in the amount of \$76,308.75. Although the 3-year term was not budgeted for, based on the mid-year reconciliation of the Authority's operations and maintenance budget, the additional costs can be easily absorbed.

MVPONE

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Glenbard Wastewater Authority Gayle Lendabarker 945 Bemis Road Glen Ellyn, Illinois 60137 United States

SHIP TO:

Glenbard Wastewater Authority Jeremy Henning 945 Bemis Road Glen Ellyn, Illinois 60137 United States

Amount Due	\$76,308.75
Billing Terms	Net 60
Billing Due Date	8/30/2024
Billing Date	7/1/2024
Billing Number	00013538-R01

Initial Requestor: Jeremy Henning Subscription Dates: 08/01/24 - 07/31/27

PRODUCT CODE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
PLANT-S-USER-GOLD-N	MVP One Annual Subscription Fee - Named User, Gold	17.00	\$4,488.75	\$76,308.75
ТАХ		1.00	\$0.00	\$0.00
			Total	\$76,308.75
			Amount Paid	\$0.00
			Amount Due	\$76,308.75

All values are listed in U.S. currency.

Thank you for your business!

Please Remit To:

<u>By Mail</u>

MVP One

70 W. Madison Street, Suite 3980

Chicago, Illinois 60602

United States

Electronic Payments

Bank Name: Chase

10 S. Dearborn Street

Chicago, Illinois 60603

MVPONE

PRODUCT CODE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Account Name: CMMS				

ABA Routing No.: 111000614

Account No.: 252650962

Currency: US Dollar (\$)

SWIFT/ BIC Code: CHASUS33

For any billing questions, email us at ar@mvpone.com.

Registered Office: 70 W. Madison Street, Suite 3980, Chicago, IL, 60602, USA

SECTION 5.5

RETROACTIVE EMERGENCY APPROVAL FOR AUTHORIZATION TO PURCHASE CONSUMABLE PARTS FROM NISSEN ENERGY

MEMORANDUM

TO: Matt Streicher

FROM: Bob Chejlava

DATE: 7/31/2024

RE: CHP Spare Parts Order



IN 2015, GWA purchased 2 CHP generators. These generators are designed to run 24/7, and with running at this frequency, consumable parts need replacement fairly often. Each year funds are budgeted for consumable items. These items include oil filters, air filters, oil separators, gas filters, spark plug and valve cover gaskets. Recent inventory of existing parts revealed lower than desired quantity of these essential consumables.

Nissen Energy Inc. has supplied consumable parts since the inception of the CHP generators. A proposal was requested (see attached) by GWA to Nissen for the needed consumables. Due to these items having economy of scale, pricing for the number of parts is favorable to GWA.

The approved 2016 purchasing policy item *C.1.f.* defines *Standardization purchases*, as "technical in nature of certain items or services may result in standardization of a particular supplier's specifications being necessary or desirable to Village operations. Competitive bidding may be waived if the Village requires compatibility with existing software, machinery or existing equipment." Therefore, it is being requested to provide Nissen Energy with a notice to proceed for the amount of \$22,060.33 includes freight costs. Nissen Energy is the manufacturer of the CHP generators and guarantees compatibility of the consumables with the existing equipment. Funds will be sourced from budget line items 270-520975 and 40-580120. Fund 40-580120 contains \$10,000 and fund 270-520975 contains \$60,534.09 of the original \$64,813.00 budgeted for CHP related expenses.

Please advise and thank you

SECTION 6.0

AUTHORIZATION TO APPROVE POST-CLOSING OCCUPANCY PERIOD FOR THE PROPERTY OWNERS AT 1S659 SUNNYBROOK ROAD, GLEN ELLYN **TO:** Executive Oversight Committee

FROM: Matt Streicher, P.E. BCEE, Executive Director

DATE: August 15, 2024

RE: Property Purchase 1S659 Sunnybrook Road, Glen Ellyn, Illinois



In Spring of 2024 the property owners at 1S659 Sunnybrook, directly adjacent to GWA to the North (as seen outlined in blue on the enclosed aerial photo), approached the Authority in regards to the purchase of their parcel. Although there is no immediate need for this property, it will most likely eventually have a potential use in the future, therefore consideration was given to purchasing it since it is contiguous with the Authority's existing property line. Per the EOC's direction and authorization in closed sessions, an appraisal was obtained, and negotiations ensued. A deal was agreed upon, with the agreed purchase price of \$470,000, with the additional term that the seller would be allowed to stay at the property for 4-month term after the sale without paying a rent. The post-closing occupancy period is for the purposes of the allowing the property owners to purchase a new home and move. The Authority will not be liable for anything while the seller is still living on the premises, and will not act as a landlord.

The Authority's attorney has drafted the proposed enclosed purchase agreement, which the Authority can enter into after the EOC has approved the use of the funds. Also enclosed is the proposed post-closing occupancy agreement.

To move forward, the Authority is seeking two motions;

Motion for approval of (i) the Contract of Purchase and Sale of real property located at 1S659 Sunnybrook Road, Milton Township, DuPage County, P.I.N. number 05-24-302-018 for \$470,000 subject to adjustments and prorations in the contract as presented; (ii) the Post-Closing Occupancy Agreement allowing sellers to reside in the property through December 31, 2024, as presented; and (iii) authorization and direction for Executive Director Matt Streicher to take all actions and sign all documents necessary to effectuate and close said purchase transaction.. The approved CY2024 budget included \$550,000 in the 40-580180 capital budget for this purchase.



CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE (the "Contract") is made and entered into this _____ day of August, 2024, by and between RONALD D. HEXOM and RICKIE L. HEXOM, (hereinafter collectively referred to as "SELLERS"), and GLENBARD WASTEWATER AUTHORITY ("GWA") on behalf of the VILLAGE OF GLEN ELLYN ("VILLAGE"), (GWA and VILLAGE are hereinafter collectively referred to as "PURCHASER").

WITNESSETH:

WHEREAS, GWA is formed by an intergovernmental cooperation agreement between the Village of Lombard and the Village of Glen Ellyn, each of which is a "municipality" and "unit of local government" as defined under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and a "public agency" as defined under Paragraph 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*); and

WHEREAS, SELLERS are the owners of approximately 0.19 acres or 8,246 square feet of real property, including all buildings, improvements, and appurtenances thereto located thereon, at P.I.N. number 05-24-302-018 in Milton Township, DuPage County, Illinois, at the east side of Sunnybrook Road north of Bemis Road, with a street address of 1S659 Sunnybrook Road, Glen Ellyn (the "Property"); and

WHEREAS, PURCHASER desires to purchase the Property, as more specifically hereinafter defined, as property adjoining its public wastewater facilities pursuant to the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which SELLERS acknowledges, SELLERS and PURCHASER agree as follows: 1. **Recitals Incorporated by Reference.** The above recitals are incorporated herein by reference as though fully set forth.

2. Sale and Purchase of Property. On the Closing Date, as hereinafter defined, and subject to the terms and conditions of this Contract, SELLERS hereby agrees to sell and convey the Property to PURCHASER, and PURCHASER hereby agrees to purchase the Property from SELLERS, at the price and upon the terms and conditions set forth herein, such Property to be conveyed with all rights, title and interest of SELLERS in and to all easements, rights, privileges, appurtenances and other rights and improvements to the Property. This transfer shall include all fixtures to the Property, but shall not include items of removable personal property.

3. **Purchase Price and Terms of Payment.** The aggregate purchase price for the Property shall be FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000), plus or minus prorations. PURCHASER shall pay the purchase price by wire transfer or certified funds at the Closing. No earnest money shall be required to be posted by Purchaser.

4. **Study Period.** PURCHASER'S obligation to purchase the Property is contingent upon PURCHASER conducting, or having conducted for its benefit, by August 28, 2024, the following: a soils evaluation and soil borings to determine that the Property is suitable for the construction of public facilities; a Phase I environmental study for the Property establishing that the Property is suitable, in PURCHASER'S exercise of its discretion, for public facilities; an evaluation as to whether any portion of the Property is included within a jurisdictional wet land or flood plain; a survey by the Illinois Historic Preservation Agency to determine whether any portion of the Property is of historic or archeological significance; an ALTA and/or topographical survey of the Property; and examination to determine that the current zoning of the property is compatible with public uses. Said studies, evaluations and borings will be obtained at no expense to SELLERS. PURCHASER agrees that it will restore, or have restored, the Property to the condition as it existed when such studies, evaluations and borings commenced, all without expense to SELLERS. PURCHASER agrees that it shall enter upon the Property at its own risk, cost and expense, and will be responsible and liable for the actions of itself, its agents and any other person or persons employed by PURCHASER, and shall protect, defend, indemnify and hold SELLERS harmless from any and all liability that may be associated therewith.

If, on completion of the aforesaid studies, PURCHASER determines that the Property is not suitable for public facilities, PURCHASER will give prompt written notice to SELLERS. If PURCHASER fails to give such notice by August 28, 2024, the contingencies set forth in this paragraph 4 shall be deemed waived.

5. Title. SELLERS covenants that they have full legal, beneficial and equitable ownership of the Property, and that they have the right and power to convey the Property. Within thirty (30) days of the date of execution of this Contract, SELLERS shall provide PURCHASER a preliminary title commitment in the amount of FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000) showing marketable title to the entire premises in SELLERS. Within ten (10) days of receipt of the title commitment, PURCHASER shall advise SELLERS in writing (hereinafter referred to as the "Title Notices") of any item revealed in the title examination (other than the "permitted exceptions" defined in paragraph 7 below that, in PURCHASER'S sole discretion, will impede, hinder the use of, or unreasonably interfere with PURCHASER'S intended use of the Property (hereinafter referred to as "Objections"). If said Objections shall be of such nature that they can be corrected by proper and efficient action, including legal action, by SELLERS, then SELLERS, at SELLERS'S expense, shall be permitted to take appropriate action, legal or otherwise, to immediately cure said defects. SELLERS shall advise PURCHASER in

writing within five (5) days of receipt of the Title Notices of any Objections which SELLERS determines it will be unable to so cure at or prior to Closing; all other Objections shall be cured by SELLERS at or prior to Closing. In the event SELLERS advise PURCHASER of their inability to so cure one or more Objections, PURCHASER may, at its option, within five (5) days from receipt of SELLERS' response, elect to either (1) waive such Objections and proceed to settlement, without any right of action against, or credit from, SELLERS, (2) extend the date of settlement for up to an additional sixty (60) days to allow SELLERS additional time to cure said Objections, or (3) terminate this Contract in its entirety without any right of action against SELLERS. Any of the aforesaid courses of action by PURCHASER shall be communicated to SELLERS in writing.

Notwithstanding anything to the contrary above, any Mortgage, Deed of Trust, judgments, unpaid state or federal taxes, inheritance taxes, unpaid real estate taxes, or any other liens against the Property that can be cured by the payment of money, shall be first paid and released of record by SELLERS at settlement (if not sooner paid and released of record by SELLERS), utilizing the proceeds paid by PURCHASER at settlement.

Title shall be fully insurable under a full coverage owner's title policy, including extended coverage over Schedule B General Exceptions in the amount of the purchase price, at standard rates and without exception, subject only to (a) the "permitted exceptions" as set forth in paragraph 7 below; (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be approved by the payment of money at the time of Closing; and (c) acts done or suffered by, or judgments against PURCHASER, or those claimed, by, through or under PURCHASER.

If SELLERS prefer, PURCHASER may obtain the title commitment and policy. All other terms of this paragraph 5 above shall remain applicable to the issuance of said title commitment and policy.

6. **Survey.** PURCHASER may, prior to Closing, at its sole cost and expense, order a survey of the Property. SELLERS shall credit PURCHASER at Closing the sum of up to Five Hundred Fifty Dollars (\$550.00), as and for a credit toward PURCHASER'S actual surveying costs incurred by PURCHASER during the due diligence period.

7. **Deed.** SELLERS shall convey or cause to be conveyed to PURCHASER by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), title to the Property subject only to the following "permitted exceptions," if any:

- a. General real estate taxes not due and payable at time of Closing;
- b. Special assessments confirmed after the date of this Contract;
- c. Building, building line and use or occupancy restrictions, conditions and covenants of record;
- d. Zoning laws and ordinances;
- e. Easements for public utilities;
- f. Public roads and highways and easements pertaining thereto and rights therein;
- g. Rights-of-way for drainage tiles, ditches, laterals and feeders; and
- h. Rights of adjoining owners to the uninterrupted flow of any stream which may cross the land.

If SELLERS prefer, GWA's attorney shall prepare the Deed and all other customary closing documents at GWA's expense.

8. **Closing.** Subject to the provisions set forth below, the Closing shall be on or before

August 30, 2024, at SELLERS'S title company. The Closing shall be subject to the following

contingencies and conditions precedent:

- a. SELLERS and PURCHASER recognize that GWA intends to acquire the Property for the potential future use in construction or expansion of public wastewater facilities. The Closing is contingent on the Property being suitable as determined by the PURCHASER during the study period as described in paragraph 4 above. SELLERS agrees to cooperate with PURCHASER in said evaluations of the Property. PURCHASER'S obligation to close the sale is specifically contingent upon successfully completing such studies as described.
- b. SELLERS shall not be in default under this Contract beyond any applicable notice and cure periods provided hereunder.
- c. Each of SELLERS'S representations and warranties set forth in paragraph 9 herein shall be true as of the Closing.
- d. No portion of the Property shall have been condemned or taken pursuant to any other governmental or other power of eminent domain, nor shall any written notice of contemplated taking have been issued and no proceedings have been instituted by any governmental authority having the power of eminent domain.
- e. The condition of the Property shall be in the same condition in all material respects as it was at the time of PURCHASER'S studies as described in paragraph 4. If prior to delivery of the Deed the improvements on the Property shall be destroyed or materially damaged by fire or other casualty in a manner that negatively affects PURCHASER'S intended use of the Property, then PURCHASER shall have the option of either terminating this Contract or accepting the Property as damaged or destroyed with the purchase price reduced by the amount of the proceeds of the insurance payable to SELLER as a result of the destruction or damage. SELLERS shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.
- f. Closing of the sale of the Property shall be held at the office of the title company. Deposit with the Escrow Agent of the purchase price, the Deed and/or such other papers as are required by either party under the terms of this Contract, all properly executed, shall be considered good and sufficient tender of performance thereof.

8.1. At Closing, SELLERS shall deliver to the Title Company or PURCHASER

directly, as SELLERS may elect the following documents:

8.1.1. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy;

8.1.2. A Closing Statement prepared by Sellers in a manner which reflects the terms and conditions, as applicable, of this Contract and otherwise in a form reasonably acceptable to Buyer (hereinafter referred to as the "Closing Statement");

8.1.3. Such proof of Sellers' authority and authorization to enter into this transaction, and Sellers's authority to execute the Deed, as may be required by the Title Company;

8.1.4. An Owner's Affidavit and/or ALTA Statement, as required by the Title Company;

8.1.5. An Affidavit of Title, in customary form, executed by Sellers; and

8.1.6. Certificate of Accuracy as to Sellers' representations.

8.2. At Closing, Buyer shall deliver to the Title Company, or Sellers directly as

Buyer may elect the following:

8.2.1. Such proof of Buyer's authority and authorization to enter into this transaction as may be required by the Title Company;

8.2.2. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy; and

8.2.3. An acknowledgment of Buyer's acceptance of the Closing Statement.

8.3. At Closing, Buyer and Sellers shall jointly deliver the following documents

to the Title Company:

8.3.1. To the extent required, state, county and municipal transfer tax declarations; and

8.3.2. Any other required documents.

9. SELLERS' Representations, Warranties and Covenants. SELLERS hereby

represent and covenant to PURCHASER that:

- a. SELLERS have made no written commitments or representations to the applicable governmental authorities or any adjoining or surrounding property owners, and to the best of SELLERS'S actual knowledge, have made no oral commitments or representations, which would in any manner be binding upon PURCHASER or interfere with PURCHASER'S ability to improve the Property with the construction thereon of any improvements, including public wastewater facilities. SELLERS covenant and agree that SELLERS will not make any such commitment or representation after the date of this Contract except as specifically requested by PURCHASER in writing.
- b. SELLERS will promptly execute the necessary customary affidavits, indemnification agreements and other documents required by title insurance companies to eliminate from their title policies (including owner's policies) any exception to filed or unfiled mechanic's liens and will supply PURCHASER or PURCHASER'S title insurance company with copies of all such documents affecting the Property or any portion thereof along with all final lien waivers.
- c. SELLERS will not further encumber the Property or negotiate for, or agree to, its sale; will keep all notes secured by mortgages or deeds of trust on the Property current and not in default and will avoid any situation or state of events which, upon notice or passage of time, or both, would constitute a default or event of default under any such encumbrance (or otherwise in any way diminish the value of the Property); and will pay when due taxes and other public charges against the Property so as to avoid forfeiture or jeopardy of PURCHASER'S rights under this Contract. SELLERS specifically warrant and represent that SELLERS have not placed or permitted to be placed on the Property any toxic or hazardous substances or wastes, underground storage tanks or underground containers, and that SELLERS, to their non-expert understanding, have no actual knowledge of any wetlands or other adverse environmental conditions on the Property not otherwise previously disclosed to PURCHASER.
- d. Other than PURCHASER'S intended use of the Property, SELLERS have no actual notice of any pending or threatened suit, petition, proceeding or application to modify or affect the zoning of the Property in a manner which would prohibit or restrict the use thereof. Except as requested by PURCHASER, SELLERS agrees to take no action which would or could affect or modify the present zoning of the Property.
- e. SELLERS represent to the best of their knowledge that the Property is not subject to a homeowner's association, condominium association, or common interest associations under the Illinois Condominium Property Act, the

Common Interest Community Association Act, or other applicable state association law of any kind, except as may be disclosed by the Title Commitment issued for the Property.

f. All of the foregoing representations, warranties and covenants will be effective and true as of the date of Closing and SELLERS will so certify to PURCHASER in writing. Except for the foregoing representations, warranties and covenants, the Property is being sold "as is." All of SELLERS'S representations, warranties and covenants shall merge with the deed and not survive the Closing except for those set forth in the last sentence of paragraph 9.c above which shall be deemed to have survived delivery of the deed for a period of twelve (12) months after the date of Closing.

10. PURCHASER'S Representations, Warranties and Covenants. PURCHASER

represents, warrants and covenants as follows:

- a. PURCHASER has taken or will take all required corporate action to permit it to execute, deliver and perform this Contract and the Post-Closing Occupancy Agreement, unless waived by the SELLERS.
- b. PURCHASER shall not record this Contract.
- c. All of the foregoing representations, warranties and covenants will be effective and true as of the Closing and PURCHASER will so certify to SELLERS in writing.

11. **Cooperation.** SELLERS and PURCHASER agree to fully cooperate in prosecuting

all necessary approvals for zoning, subdivision, development and permitting of the Property and to join in all of the applications therefor, where appropriate, provided, however, that SELLERS shall incur no cost or obligation in such process.

12. **Closing Costs and Adjustments.** SELLERS shall pay the cost of the owner's title insurance policy, reasonable settlement fees customarily charged to sellers, SELLERS'S attorney's fees, and costs pertaining to payoff and release of existing trusts and liens. GWA shall pay the cost of any extended title coverage and title endorsements, all fees, charges and expenses of the settlement agent customarily charged to the purchaser, GWA'S attorney's fees, and fees for recording the Deed. Fees charged by the title company for an escrow closing shall be split equally

by the SELLERS and GWA. Assessments or notations of taxes or related charges for improvements completed prior to the date hereof, including roll-back taxes, whether assessment therefor has been levied or not, shall be paid by SELLERS or allowance made therefor at Closing. The transfer of title contemplated by this Contract is exempt from State, county and local transfer stamps or taxes.

The general real estate taxes shall be prorated to and including the final occupancy date specified in the Post-Closing Occupancy Agreement based on 105% of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then SELLERS have submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to which the SELLERS are not lawfully entitled.

13. **Compliance with Governmental Orders.** All notes and notices of violations of county, state, federal or other governmental orders, directives, statutes, ordinances or other requirements noted or issued by any governmental department, or action in any court on account thereof, or affecting the Property on the Contract effective date, shall be complied with prior to Closing, provided that the same can be done for a cost not to exceed \$1,000.00 and the Property shall be conveyed free of the same. Any such notices received subsequent to the date hereof but prior to the Closing shall be the responsibility of SELLERS unless precipitated solely by an act or omission of PURCHASER including, but not limited to, all notices which may be received as a result of any required notice to governmental officials which must be given as a result of PURCHASER'S investigations; provided, however, that SELLERS'S compliance can be done for a

cost not to exceed \$1,000.00. SELLERS agree to advise PURCHASER promptly upon receipt of any such notice and of any information adversely affecting the Property.

14. **Default by SELLERS.** If SELLERS fail to comply with the agreements, covenants and warranties hereof, or to proceed to the Closing of the sale of the Property in accordance herewith, PURCHASER may, upon five (5) days' written notice: (a) terminate this Contract; (b) cure SELLERS'S default at SELLERS'S expense, with the right to set off the amount of such expense (which expense shall include but not be limited to all costs relating to perfection of title to the Property, payment of public charges or cure of defaults under any existing deed of trust) against the purchase price; or (c) pursue an action at law for damages or an action in equity for specific performance.

15. **Default by PURCHASER.** If PURCHASER has failed to comply with the agreements, covenants and warranties hereof, or to proceed to the Closing of the sale of the Property in accordance herewith, SELLERS may: (a) terminate this Contract; or (b) pursue an action at law for damages or an action in equity for specific performance.

16. **Possession.** Possession shall be delivered no later than 11:59 p.m. on the date that is specified in the Post-Closing Occupancy Agreement or, if waived by the SELLERS in their sole discretion, on the date of Closing. Nothing herein shall be deemed to create a landlord/tenant relationship between the Parties.

17. **Commission Fees.** SELLERS and PURCHASER each warrant to the other that neither has dealt with any agent, broker or finder with respect to the transaction contemplated by this Contract.

18. **Notices.** Notices hereunder shall be given by receipted hand delivery, e-mail transmission if an e-mail address has been furnished, commercial overnight delivery (e.g., FedEx)

or first-class mail, postage prepaid, return receipt requested, at the following addresses or to such other address as may be designated by notice. Notice shall be effective on the date received by addressee:

If to SELLERS:

Ronald D. and Rickie L. Hexom 1S659 Sunnybrook Road Glen Ellyn, IL 60137

If to GWA:

Matt Streicher, Executive Director Glenbard Wastewater Authority 945 Bemis Road Glen Ellyn, IL 60137 mstreicher@gbww.org

If to VILLAGE:

Mark Franz, Village Manager Village of Glen Ellyn 535 Duane Street, Second Floor Glen Ellyn, IL 60137 mfranz@glenellyn.org

With a copy to:

Patrick C. Keeley, Esq. Mark W. Tader, Esq. Piccione, Keeley & Associates, Ltd. 122C South County Farm Road Wheaton, IL 60187 <u>pkeeley@pkalaw.com</u> <u>mtader@pkalaw.com</u>

With a copy to:

Brian R. Bare, Esq. Petrarca, Gleason, Boyle & Izzo, LLC 1415 West 22nd Street, Suite 200 Oak Brook, IL 60523-8407 bbare@petrarcagleason.com

With a copy to:

Paul Stephanides, Village Attorney Village of Glen Ellyn 535 Duane Street, Second Floor Glen Ellyn, IL 60137 <u>pstephanides@glenellyn.org</u>

19. Authority to Contract. Each individual executing this Contract respectively represents and warrants in his or her individual capacity that such person has been duly authorized to execute this Contract on behalf of the party in whose name the Contract is executed, and that no further approvals, authorizations or signatories are required for a binding contract, and that this Contract is a valid and binding obligation of such party.

20. Miscellaneous.

- a. <u>Invalidity of Terms</u>. If any non-financial terms, covenants or conditions of this Contract or the application thereof to any party or circumstance shall be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
- b. <u>Applicable Law and Venue</u>. The parties hereto intend that all questions with respect to the interpretation and construction of this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. Venue for all actions between the parties shall lie solely in the Circuit Court of DuPage County, Illinois. SELLERS hereby agree to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and SELLERS waive any objection that this venue is not convenient.
- c. <u>Captions</u>. Titles or captions to sections and subsections in this Contract are for convenience only and are not intended to limit or expand the covenants and obligations expressed thereunder and shall not be used in any way in the construction or interpretation of this Contract or any provision, section or subsection thereof.
- d. <u>Computation of Time</u>. In computing any period of time provided in this Contract, the day of the act, event or default from which the designated period of time begins to run shall not be included, and if the time so computed would expire on a Saturday, a Sunday, or a legal holiday, the period shall run until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- e. <u>Modification of Contract; Entire Agreement</u>. No amendment, waiver, change, or modification of this Contract shall be enforceable unless the same is in writing and signed by both parties. It is expressly understood and agreed by and among all of the parties hereto that this Contract sets forth the entire agreement among the parties regarding the subject matter hereof, supersedes all prior oral and written understandings and agreements between SELLERS and PURCHASER, and that there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, expressed or implied, between SELLERS and PURCHASER, other than as set forth in this Contract.
- f. <u>Benefit and Bond of Contract</u>. This Contract shall bind and inure to the benefit of the parties hereto, and their respective successors, personal representatives and assigns.

- g. <u>Construction</u>. This Contract represents the result of bargaining and negotiations between the parties and of a combined draftsmanship effort. Consequently, SELLERS and PURCHASER expressly waive and disclaim any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Contract, or any earlier draft of this Contract in connection with any interpretation of this Contract.
- h. <u>Counterparts</u>. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A "Counterpart" shall be understood to be a fully executed, duplicate original agreement, and not a detached signature page.
- i. <u>Waiver</u>. Provisions benefiting one party or the other to this Contract may be waived by the party so benefited.
- j. <u>Attorneys</u>. Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.
- k. <u>Electronic Or Digital Signatures</u>. Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.
- 1. The effective date of this Contract shall be the last date of its execution by one of the parties as reflected below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first set forth above. SELLERS GLENBARD WASTEWATER AUTHORITY

- D Helon RONALD D. HEXOM

Its: Executive Director

Richie L Deram RICKIE L. HEXOM

Date:_____

By:_____

Date:_____

VILLAGE OF GLEN ELLYN

By:_____

Its:_____

Date:_____

-

POST-CLOSING OCCUPANCY AGREEMENT

This Post-Closing Occupancy Agreement (the "Agreement") is made and entered into this ______ day of August, 2024, by and between RONALD D. HEXOM and RICKIE L. HEXOM, (hereinafter collectively referred to as "SELLERS"), and GLENBARD WASTEWATER AUTHORITY ("GWA") on behalf of the VILLAGE OF GLEN ELLYN ("VILLAGE"), (GWA and VILLAGE are hereinafter collectively referred to as "PURCHASER"). SELLER and PURCHASER agree as follows:

- SELLERS are presently the owners of certain improved real property with a street address of 1S659 Sunnybrook Road, Glen Ellyn and P.I.N. number 05-24-302-018 in Milton Township, DuPage County, Illinois (the "Property"). Simultaneously with the execution of this Agreement, SELLERS have executed a Contract of Purchase and Sale (the "Sale Contract") dated the 8th day of August, 2024, to transfer ownership of the Property to the VILLAGE for the use of GWA.
- 2) SELLERS, GWA, and the VILLAGE hereby agree that SELLERS may occupy the Property on and after the date of closing of the Sale Contract, ("Occupancy Date") until December 31, 2024, ("Termination Date") subject to the following conditions and requirements:
 - a) Only SELLERS may reside on the Property.
 - b) SELLERS shall use the Property solely for residential purposes and for the removal of their own personal property to a new residence.
 - c) SELLERS shall not lease or otherwise demise the Property or any portion of the Property to any person or entity.
 - d) SELLERS shall not pledge or otherwise encumber the Property as security for a loan or other obligation.
 - e) SELLERS shall keep the Property in good repair and shall have all responsibility for maintenance, repair, and replacement of the buildings, improvements, fixtures, equipment, and appliances on the Property until the Termination Date.
 - f) SELLERS have all responsibility for lawn mowing and other landscape maintenance on the Property.
 - g) SELLERS have all responsibility for snow and ice removal from the driveway and other hard surfaces on the Property.
 - h) SELLERS have all responsibility for payment for utility services provided to the Property until the Termination Date, including, but not limited to, electricity, telephone, natural gas, cable television, internet service, potable water, and sanitary sewer. SELLERS shall deposit \$1,500 with GWA on or before the Occupancy Date to secure payment of utility services. GWA shall use such funds solely for the purpose of paying for utility services provided to the Property prior to the Termination Date that SELLERS have not paid for, and shall return any unused funds to SELLERS within 30 days after the Termination Date.
 - i) SELLERS shall maintain insurance on the Property for property and personal loss and damage from the Occupancy Date until the Termination Date. SELLERS will have no

obligation to insure the structure or any improvements against any casualty loss or any act or omission of PURCHASER.

- j) SELLERS may move the Termination Date to an earlier date upon 30-days' advance notice to GWA. SELLERS shall not occupy the Property after the Termination Date unless there is a written agreement with Owner to do so.
- k) GWA shall pay any real estate taxes levied on the premises after the Occupancy Date.
- 3) This Agreement is made as part of the consideration given to SELLERS for acquisition of the Property pursuant to the Sale Contract. SELLERS shall be allowed to occupy the Property from the Occupancy Date through the Termination Date without payment of rent. Nothing herein shall be deemed to create a landlord/tenant relationship between the parties. The SELLERS hereby waive any requirements for advance notice of a demand to vacate by the Termination Date under Article IX of the Illinois Code of Civil Procedure (735 ILCS 5/Art. IX.) SELLERS, GWA, and the VILLAGE agree that in the event SELLERS fail to vacate the Property by the Termination Date, GWA's damages would be uncertain and difficult (if not impossible) to accurately estimate. Accordingly, SELLERS agree to pay the amount of \$200 per calendar day after the Terminate Date until the date that they have vacated the Property, not as a penalty but instead intended by the parties to be, and shall be deemed, liquidated damages.
- 4) Notices hereunder shall be given by receipted hand delivery, e-mail transmission if an e-mail address has been furnished, commercial overnight delivery (e.g., FedEx) or first-class mail, postage prepaid, return receipt requested, at the following addresses or to such other address as may be designated by notice. Notice shall be effective on the date received by addressee:

If to SELLERS:

Ronald D. and Rickie L. Hexom 1S659 Sunnybrook Road Glen Ellyn, IL 60137

With a copy to:

Patrick C. Keeley, Esq. Mark W. Tader, Esq. Piccione, Keeley & Associates, Ltd. 122C South County Farm Road Wheaton, IL 60187 <u>pkeeley@pkalaw.com</u> <u>mtader@pkalaw.com</u>

If to GWA:

Matt Streicher, Executive Director Glenbard Wastewater Authority 945 Bemis Road Glen Ellyn, IL 60137 mstreicher@gbww.org

With a copy to:

Brian R. Bare, Esq. Petrarca, Gleason, Boyle & Izzo, LLC 1415 West 22nd Street, Suite 200 Oak Brook, IL 60523-8407 <u>bbare@petrarcagleason.com</u>

If to VILLAGE:

Mark Franz, Village Manager Village of Glen Ellyn 535 Duane Street, Second Floor Glen Ellyn, IL 60137 mfranz@glenellyn.org

With a copy to:

Paul Stephanides, Village Attorney Village of Glen Ellyn 535 Duane Street, Second Floor Glen Ellyn, IL 60137 <u>pstephanides@glenellyn.org</u>

- 5) SELLERS and PURCHASER explicitly agree that this Agreement shall survive the closing of the purchase and sale of the real estate in the above-referenced Sale Contract and <u>shall not</u> <u>be merged</u> into the closing of the transaction.
- 6) SELLERS hereby accept and assume all risks and all responsibility for injuries, losses, costs, and damages that may be incurred as a result of their residing in or accessing the Property prior to the Termination Date. SELLERS hereby release, discharge, and covenant not to sue the Glenbard Wastewater Authority, the Village of Glen Ellyn, the Village of Lombard, the members of their governing boards or bodies, their administrators, agents, officers, volunteers or employees (collectively "Releasees"), in any capacity, specifically including but not limited to, their capacities as owners of the Property. SELLERS release Releasees from all liability, claims, demands, losses or damages on their account caused or alleged to be caused in whole or in part by the negligence of or otherwise by the SELLERS themselves, or guests, agents, invitees, or contractors of the SELLERS. SELLERS further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, they, or anyone on their behalf, makes a claim against any of the Releasees that is waived by this Agreement, SELLERS WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees, from any litigation, expenses, attorney's fees, loss, liability, damages, or costs which may accrue or be incurred by Releasees (exclusive of any insurer of Releasee) as a result of such claim. SELLERS acknowledge that they have read this agreement and fully understand its terms. SELLERS understand that they have given up substantial rights by signing this agreement, but that they have signed it freely and without any inducement or assurance of any kind. SELLERS intend for this agreement to be a complete and unconditional release of all liability of Releasees to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.
- 7) Miscellaneous
 - a) <u>Invalidity of Terms</u>. If any non-financial terms, covenants or conditions of this Contract or the application thereof to any party or circumstance shall be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
 - b) <u>Applicable Law and Venue</u>. The parties hereto intend that all questions with respect to the interpretation and construction of this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois.

Venue for all actions between the parties shall lie solely in the Circuit Court of DuPage County, Illinois. SELLERS hereby agree to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and SELLERS waive any objection that this venue is not convenient.

- c) <u>Captions</u>. Titles or captions to sections and subsections in this Contract are for convenience only and are not intended to limit or expand the covenants and obligations expressed thereunder and shall not be used in any way in the construction or interpretation of this Contract or any provision, section or subsection thereof.
- d) <u>Computation of Time</u>. In computing any period of time provided in this Contract, the day of the act, event or default from which the designated period of time begins to run shall not be included, and if the time so computed would expire on a Saturday, a Sunday, or a legal holiday, the period shall run until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- e) <u>Modification of Contract; Entire Agreement</u>. No amendment, waiver, change, or modification of this Contract shall be enforceable unless the same is in writing and signed by both parties. It is expressly understood and agreed by and among all of the parties hereto that this Contract sets forth the entire agreement among the parties regarding the subject matter hereof, supersedes all prior oral and written understandings and agreements between SELLERS and PURCHASER, and that there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, expressed or implied, between SELLERS and PURCHASER, other than as set forth in this Contract.
- f) <u>Benefit and Bond of Contract</u>. This Contract shall bind and inure to the benefit of the parties hereto, and their respective successors, personal representatives and assigns.
- g) <u>Construction</u>. This Contract represents the result of bargaining and negotiations between the parties and of a combined draftsmanship effort. Consequently, SELLERS and PURCHASER expressly waive and disclaim any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Contract, or any earlier draft of this Contract in connection with any interpretation of this Contract.
- h) <u>Counterparts</u>. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A "Counterpart" shall be understood to be a fully executed, duplicate original agreement, and not a detached signature page.
- i) <u>Waiver</u>. Provisions benefiting one party or the other to this Contract may be waived by the party so benefited.
- j) <u>Attorneys</u>. Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.
- k) <u>Electronic Or Digital Signatures</u>. Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means.

An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first set forth above.

SELLERS

GLENBARD WASTEWATER AUTHORITY

	By:
RONALD D. HEXOM RICKIE L. HEXOM	Its: Executive Director
RICKIE L. HEXOM	Date:
Date:	VILLAGE OF GLEN ELLYN
	Ву:
	Its:
	Date:

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SECTION 7.0 DISCUSSION

SECTION 7.2.5

CY2025 BUDGET DISCUSSION

TO: Executive Oversight Committee

FROM: Matt Streicher, P.E. BCEE, Executive Director

DATE: August 15, 2024

RE: Draft CY2025 Budget



Typically, the Authority aims to have a draft budget that has been reviewed by the Technical Advisory Committee (TAC) and Village Finance Directors ready for the Executive Oversight Committee (EOC) review by the September meeting. Although the Finance Directors have only preliminarily reviewed the capital budget, since there is an August EOC meeting held, the Authority would like the opportunity to introduce the EOC to the draft CY2025 Budget. The TAC has provided review and input at the July 25, 2024 TAC meeting, and the Finance Directors are scheduled to provide their input and review at an upcoming August 29th, 2024 Budget Discussion Meeting.

In summary, the Authority is expecting roughly an overall increase of 3.6% in the overall Village contributions, with 4.46% of that increase being from the Operations and Maintenance contributions, and 2.5% of the increase being from the Capital contributions. These numbers are still subject to change prior to the final draft being presented to the EOC, although no drastic changes are expected at this time. A further breakdown can be seen in the enclosed excerpts from the draft budget.

The largest increases in the Operations and Maintenance budget that are contributing to the increase are Personnel, Maintenance Support, and Liquid Oxygen, with additional explanation below;

- Personnel: The Authority currently has three Maintenance Mechanics, with two tenured mechanics expecting to retire prior to February 2026, and a third Maintenance Mechanic who has been with the Authority for less than two years. Therefore, approval will be sought to hire a fourth Maintenance Mechanic for the last three quarters of CY2025 to provide for overlap of institutional knowledge.
- Maintenance Support: In CY2024, through the support the Village of Glen Ellyn provides for fleet maintenance, the Authority benefited from interest income on the Village's Equipment Fund, as well as proceeds from Village equipment being auctioned off. This resulted in the Fleet Services cost being cut nearly in half. For CY2025, this cost is returning to normal levels.
- Liquid Oxygen: In addition to the Authority's contract for liquid oxygen supply increasing 5% per year, it was realized that the actual costs the past several years have exceeded the budgeted cost. The Authority is seeking to reconcile that amount in the CY2025 budget to attempt to project the costs as accurately as possible.

These three items provide for the majority of the increases in the Operations in Maintenance Budget.

In CY2025, the Authority will also be seeking a 2.5% capital contribution increase, rather than the previous status quo 1.25%, and is expected to be seeking this level of contribution increases through CY2030. The project cost estimates listed in the Authority's capital plan were based off a facility planning study performed in 2019, and therefore, based on a "pre-COVID" construction market. Project costs have significantly, and unpredictably, increased since that time. During this year's Facility

Planning study, a third party revisited the capital plan, and updated the project cost estimates. The result indicated that additional funds were needed in order to avoid a cash deficit by CY2030. This contribution amount will be revisited annually to ensure minimal increases are requested.

APPROVED CY2024 EXPENSES ALLOCATED TO PARTNERS			
			70741
Fund 27 Onevetien & Maintenance Fund			-
Fund 27 Operation & Maintenance Fund			5,234,233
TOTAL O&M BUDGET	LombardLombardLombardG3,093,4323,093,4323,093,4323,093,432LEQUIPMENT REPLACEMENT FUND2,077,0852,077,085LAND CAPITAL BUDGETS5,170,5162,077,085D24 EXPENSES ALLOCATED TO PARTNERS2,837,235SRI L.S. / Sunnyside L.S.2,837,235Total o&M BUDGET2,966,350LOMBARD CAPITAL BUDGETS2,966,350LOUIPMENT REPLACEMENT FUND2,077,085LAND CAPITAL BUDGETS5,043,435DGET OVER (UNDER)(127,082)NERS ALLOCATION2,117,108LAND CAPITAL BUDGETS3,198,020LEQUIPMENT REPLACEMENT FUND2,117,108LAND CAPITAL BUDGETS5,315,128AND CAPITAL BUDGETS5,315,128AND CAPITAL BUDGETS5,315,128AND CAPITAL BUDGETS5,315,128	2,140,801	5,234,233
CAPITAL EQUIPMENT REPLACEMENT FUND	2,077,085	1,730,587	3,807,671
TOTAL O&M AND CAPITAL BUDGETS	5,170,516	3,871,388	9,041,904
ESTIMATED ACTUAL CY2024 EXPENSES ALLOCATED TO PARTNERS			
			τοται
Div. 270 Glenbard Plant / SRI L.S. / Sunnyside L.S.			4,800,737
270-1 Stormwater Plant / Hill Ave L.S.			4,000,737
270-2 North Reg. Int. / St. Charles Rd. L.S.	,		30,708
270-3 South Reg. Int. / Valley View L.S.			30,882
			5,019,205
CAPITAL EQUIPMENT REPLACEMENT FUND	2,077,085	1,730,587	3,807,671
TOTAL O&M AND CAPITAL BUDGETS	5,043,435	3,783,441	8,826,876
CY2023 BUDGET OVER (UNDER)	(127,082)	(87,947)	(215,028)
PROPOSED CY2025 PARTNERS ALLOCATION			
			TOTAL
Fund 27 Operation & Maintenance Fund		-	
	LOMBARD GLEN ELLYN TOTAL 3,093,432 2,140,801 5,234 3,093,432 2,140,801 5,234 ND 2,077,085 1,730,587 3,807 5,170,516 3,871,388 9,041 ARTNERS LOMBARD GLEN ELLYN TOTAL 2,837,235 1,963,501 4,800 92,715 64,163 156 18,149 12,560 30 18,251 12,631 30 2,966,350 2,052,855 5,019 30 2,966,350 2,052,855 5,019 ND 2,077,085 1,730,587 3,807 2,66,350 2,052,855 5,019 ND 2,077,085 1,730,587 3,807 2,017,082 (87,947) (215, 0 2,077,082 3,783,441 8,826 3,198,020 2,269,616 5,467 ND 2,117,108 1,785,755 3,902 5,315,128 4,055,371 9,370 9 5,315,128 4,055,371 9,370 3,13% 6.0		
	3,198,020	2,269,616	5,467,636
CAPITAL EQUIPMENT REPLACEMENT FUND	2,117,108	1,785,755	3,902,863
TOTAL O&M AND CAPITAL BUDGETS	5,315,128	4,055,371	9,370,499
Proposed CY2025 Partners Allocation Compared			
to Approved Expenses Allocated to Partners CY2024:			
	\$104,588	\$128,814	\$233,403
			4.46%
Capital Improvements	¢10 000	\$55 169	\$95,192
Capital improvements	· · ·		\$ 9 5,192 2.50%
Total O&M and Capital Budgets	\$144.612	\$183.983	\$328,595
	<i>~</i> ···, <i>~</i> · =	-	

SUMMARY BY DIVISION										
Actual	Budgeted	Estimated	Budgeting							
CY2023	CY2024	CY2024	CY2025							
4,904,986	5,234,233	5,234,233	5,467,636							
70,551	10,000	50,000	10,000							
39,559	0	10,000	C							
6,053	0	0	C							
5,021,149	5,244,233	5,294,233	5,477,636							
Actual CY2023	Budgeted CY2024	Estimated CY2024	Budgeting CY2025							
	Actual CY2023 4,904,986 70,551 39,559 6,053 5,021,149 Actual	Actual CY2023 Budgeted CY2024 4,904,986 5,234,233 70,551 10,000 39,559 0 6,053 0 5,021,149 5,244,233	Actual CY2023 Budgeted CY2024 Estimated CY2024 4,904,986 5,234,233 5,234,233 70,551 10,000 50,000 39,559 0 10,000 6,053 0 0 5,021,149 5,244,233 5,294,233 Actual Budgeted Estimated							

Div. 270 Glenbard Plant / SRI L.S. / Sunnyside L.S.	4,512,445	4,995,765	4,800,737	5,229,168
270-1 Stormwater Plant / Hill Ave L.S.	110,531	191,918	156,878	191,918
270-2 North Reg. Int. / St. Charles Rd. L.S.	19,115	32,850	30,708	32,850
270-3 South Reg. Int. / Valley View L.S.	26,305	23,700	30,882	23,700
Total O&M Expense:	4,668,396	5,244,233	5,019,205	5,477,636
Village of Glen Ellyn O&M Expenditures	1,893,035	2,144,891	2,049,341	2,273,767
Village of Lombard O&M Expenditures	2,775,361	3,099,342	2,969,863	3,203,869
Budget (Over) Under	352,753	0	275,028	0
Use of Available Cash				

Glenbard Wastewater Authority CY2025 Total Budget				
	Actual CY2023	Budgeted CY2024	Estimated CY2024	Budgeting CY2025
Operations & Maintenance	\$4,668,396	\$5,244,233	\$5,019,205	\$5,477,636
Capital Costs (Expenses & Debt Repayment)	\$3,183,757	\$13,026,912	\$12,215,272	\$7,818,967
TOTAL	\$7,852,153	\$18,271,145	\$17,234,476	\$13,296,602



Budget CY2025 Operations & Maintenance Division 270 Expense Allocation to Partners

REVENUE

		Actual CY2023	Budgeted CY2024	Estimated CY2024	Budgeting CY2025
Operation/	Maintenance				
450010	Glen Ellyn Share - 41.51%	2,012,941	2,148,263	2,200,343	2,269,616
450015	Lombard Share - 58.49%	2,892,045	3,104,214	3,033,890	3,198,020
	Partners Allocation	4,904,986	5,252,477	5,234,233	5,467,636
	Interst Income - O&M Fund	70,551	10,000	50,000	10,000
	Misc. Revenue	39,559	0	10,000	0
	IRMA Reimbursement	6,053	0	0	0
DIVISION 2	270	5,021,149	5,262,477	5,294,233	5,477,636

 NOTE:
 The flow splits used to calculate partner payments for CY2025 are as follows:

 Flow Split for Glen Ellyn:
 41.51%

 Flow Split for Lombard
 58.49%

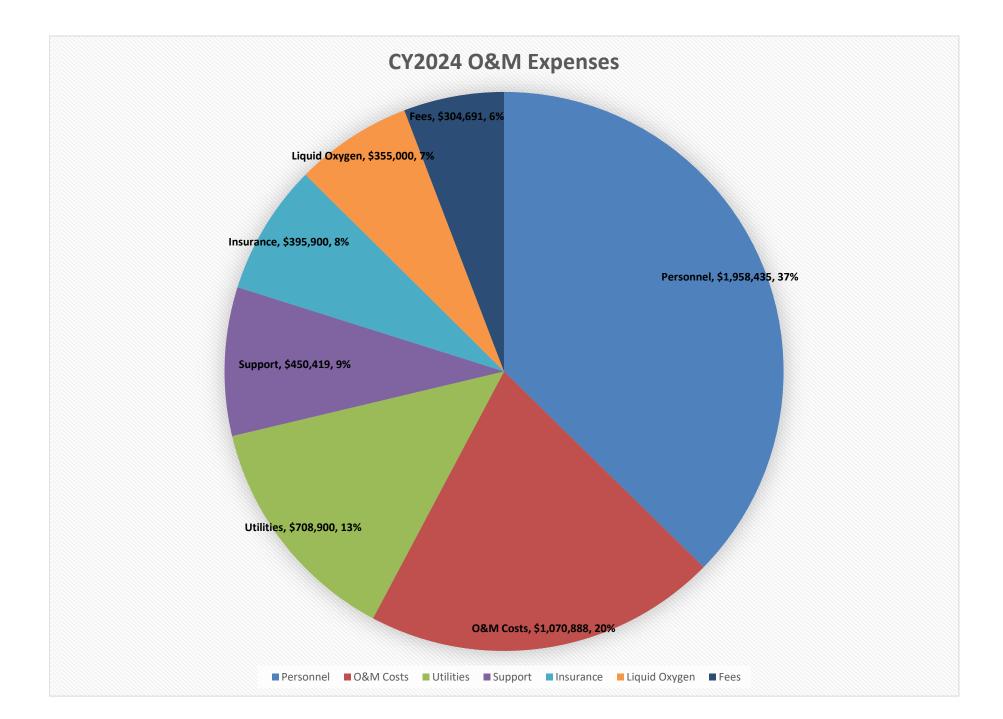
 (for 5 yrs. Average ending 12/31/23)

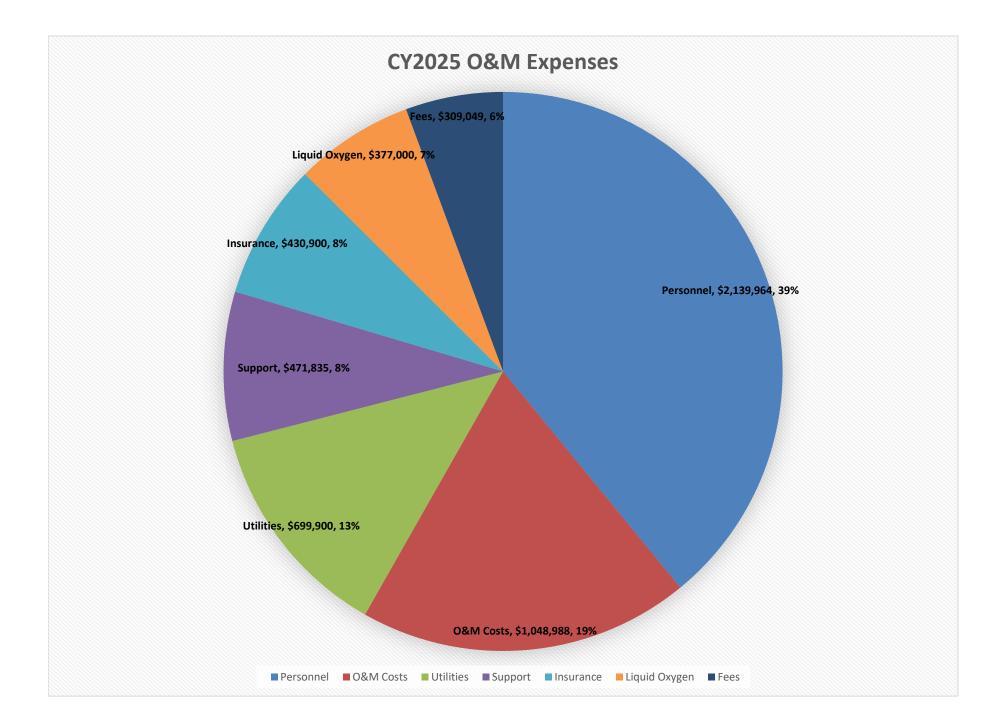
 NOTE:
 The flow splits used to calculate partner payments for CY2024 are as follows:

NOTE:	The flow splits used to calculate partne	r payments for CY2024 are as follows:
	Flow Split for Glen Ellyn:	40.90%
	Flow Split for Lombard	59.10%
		(for 5 yrs. Average ending 12/31/22)

NOTE: The flow splits used to calculate partner payments for CY2023 are as follows: Flow Split for Glen Ellyn: 40.21% Flow Split for Lombard 59.79% (for 5 yrs. Average ending 12/31/21)

Division 2		Footnotes	Actual	Budgeted	Estimated	Budgeting	% Difference	•
	Allocation to Partners Services	LĹ I	CY2023	CY2024	CY2024	CY2025	CY24-CY25	CY24-CY25
			4 505 005	4 000 000	1 040 004	4 750 000		450.000
	Salaries - Regular	1	1,525,825	1,600,000	1,619,064	1,750,000	9.4%	150,000
	Salaries - Part-Time Ops. Salaries - Overtime	<u>2</u> 3	59,083	65,000	63,599	65,000	0.0%	0
	Salaries - Overtime Salaries - Temporary/Seasonal	3	47,786 6,800	66,000 18,000	36,390 0	66,000 19,000	0.0%	0 1,000
510300		4	121,028	133,799	127,196	145,350	5.6% 8.6%	11,552
510400			64,214	75,636	72,463	94,614	25.1%	18,977
510500	State Unemployment		04,214	13,030	0	94,014	0.0%	0
	Total		1,824,735	1,958,435	1,918,711	2,139,964	9.3%	181,529
			1,024,733	1,550,455	1,510,711	2,133,304	9.376	101,525
Contractua	al Services and Commodities							
520301	Tuition Assistance		0	8,000	0	0	-100.0%	(8,000)
520305	Employee Recognition		628	1,000	1,000	1,000	0.0%	0
520600	Dues/Subs./Fees		13,378	14,184	13,957	14,334	1.1%	150
	Recruiting/Testing		349	1,000	1,048	1,000	0.0%	0
	Employee Education	5	20,046	32,200	16,844	31,700	-1.6%	(500)
	Travel (Mileage)		120	300	0	300	0.0%	0
	Pro. ServLegal Support	6	31,310	15,000	15,000	15,000	0.0%	0
	Legal Notices		422	1,000	580	1,000	0.0%	0
	Regulatory Fees		52,868	53,241	0	53,241	0.0%	0
	DuPage River Salt Creek Work Group Fee	7	36,218	37,305	37,305	38,424	3.0%	1,119
	Pro. ServLab Support		25,792	27,500	25,500	30,500	10.9%	3,000
	External Consulting Fees	8	12,588	30,000	12,000	30,000	0.0%	0
	Audit Fees / Pro. Serv Acct.	9	13,500	13,800	13,800	18,150	31.5%	4,350
	Insurance - Liability (MICA)	10	123,690 0	137,000	127,101	143,900	5.0%	6,900
	Wellness/Health Incentives Insurance - Health	11	0 252,526	0 258,900	0 255,334	0 287,000	0.0% 10.9%	0 28 100
	Maint Bldg. & Grds.	11	4,129	258,900 9,950	255,334 7,466	287,000 9,950	0.0%	28,100 0
	Bldg. & Grounds - Support		4,129	9,950	7,400	<u>9,950</u> 61,540	-9.1%	(6,125)
	Maint Equipment		118,888	147,038	99,335	127,138	-13.5%	(19,900)
	Maint Support	12	145,082	52,950	110,776	69,650	-13.5%	16,700
	Maint Electronics	14	66,701	64,000	66,026	70,000	9.4%	6,000
	Elect Support	13	234,985	260,136	288,661	267,977	3.0%	7,841
	Operations - Supplies	10	9,836	22,700	23,902	22,700	0.0%	0
	Operations - Support		12,771	12,000	6,519	12,000	0.0%	Ő
	Professional Services - Other Support		0	4,000	920	4,000	0.0%	0
	Overhead Fees	14	145,500	136,161	136,100	134,900	-0.9%	(1,261)
	Sludge Disposal - Land Applied	15	212,890	385,000	381,304	385,000	0.0%	0
521195	Telecommunications		25,959	28,900	26,872	29,900	3.5%	1,000
521201	Electric Power	16	350,066	450,000	422,848	450,000	0.0%	0
	Natural Gas	17	62,791	120,000	101,919	110,000	-8.3%	(10,000)
521203			23,061	15,000	13,176	15,000	0.0%	0
	Self-Gen Gas		5,238	8,000	5,200	8,000	0.0%	0
	Office Expenses		13,668	14,000	12,248	14,200	1.4%	200
530106	Operating Supplies - Lab		12,892	17,500	21,850	19,500	11.4%	2,000
	Pretreatment Expenses		47,230	8,800	8,408	8,500	-3.4%	(300)
	Administrative Purchases		0	1,000	0	1,000	0.0%	0
530225			25,505	23,100	23,166	31,700	37.2%	8,600
	Chemicals	18	158,913	198,000	149,638	188,000	-5.1%	(10,000)
	Liquid Oxygen	19	377,295	355,000	399,851	377,000	6.2%	22,000
530445	Uniforms		5,183	6,000	4,546	6,000	0.0%	0
	Total	=	2,687,710	3,037,330	2,882,025	3,089,204	1.7%	51,874
	TOTAL DIVISION 270		4,512,445	4,995,765	4,800,737	5,229,168	4.7%	233,403





Budget CY		EXPE	NSES				
•	& Maintenance						
Division 27	/0-1	Actual	Budgeted	Estimated	Budgeting	% Difference	\$ Difference
Stormwate	r Plant & Hill Avenue Lift Station	CY2023	CY2024	CY2024	CY2025	CY24-CY25	CY24-CY25
Operations	& Maintenance						
520775	Regulatory Fees	20,000	20,000	20,000	20,000	0.0%	0
520970	Maint Bldgs. & Grnds. / Support	10,357	9,968	5,026	9,968	0.0%	0
520975	Maint Equipment	3,454	6,700	9,780	6,700	0.0%	0
520980	Maint Electronics	0	2,250	0	2,250	0.0%	0
521201	Electric Power	26,217	38,000	35,898	38,000	0.0%	0
521202	Natural Gas	3,948	9,000	4,537	9,000	0.0%	0
521203	Water	2,458	5,000	2,439	5,000	0.0%	0
530105	Operations Supplies	898	1,000	1,571	1,000	0.0%	0
Commoditi	ies						0
530440	Chemicals	43,198	100,000	77,627	100,000	0.0%	0
	Total 270-1	110,531	191,918	156,878	191,918	0.0%	0

Budget CY2025	5	EXPENSES					
Operations & N	laintenance						
270-2		Actual	Budgeted	Estimated	Budgeting	% Difference	\$ Difference
NRI / St. Charle	s Road L.S.	CY2023	CY2024	CY2024	CY2025	CY24-CY25	CY24-CY25
St. Charles Rd.	Lift Station						
520970 SC	Maint Bldg. & Grnds.	0	950	540	950	0.0%	0
520975 SC	Maint - Equipment	1,266	10,100	8,951	10,100	0.0%	0
520980 SC	Maint Electronics	0	1,800	0	1,800	0.0%	0
521201 SC	Electric Power	17,849	20,000	21,217	20,000	0.0%	0
	Total	19,115	32,850	30,708	32,850	0.0%	0
North Regional	Interceptor						
520970 NRI	Maint Piping & Grnds.	0	0	0	0	0.0%	0
	Total	0	0	0	0	0.0%	0
	Total 270-2	19,115	32,850	30,708	32,850	0.0%	0

Budget CY202	25	EXPENSES	;				
Operations &	Maintenance						
270	-	Actual	Budgeted	Estimated	Budgeting	% Difference	\$ Difference
SRI / Valley V		CY2023	CY2024	CY2024	CY2025	CY24-CY25	CY24-CY25
Valley View L							
520970 VV	Bldg. & Grnds. Support	7,776	1,200	1,800	1,200	0.0%	0
520975 VV	Maint Equipment	9,689	6,500	16,926	6,500	0.0%	0
520980 VV	Maint Electronics	0	1,000	0	1,000	0.0%	0
521201 VV	Electric Power	7,877	13,000	11,259	13,000	0.0%	0
521203 VV	Water	962	2,000	897	2,000	0.0%	0
	Total	26,305	23,700	30,882	23,700	0.0%	0
South Region	al Interceptor						
520970	Maint Piping & Grnds.	0	0	0	0	0.0%	0
	Total	0	0	0	0	0.0%	0
	Total 270-3	26,305	23,700	30,882	23,700	0.0%	0

GLENBARD WASTEWATER AUTHORITY FUND 40 CAPITAL PLAN tes

	_ ž																						
REVENUE in Thousands \$	- ī	CY(2024)	CY(2025)	CY(2026)	CY(2027)	CY(2028)	CY(2029)						CY(2035) CY										CY(2045) Planning
Proceeds from Perrowing	1	Estimated 6500	Planning	Planning	Planning	Planning	Planning 7907	Planning	Planning	24000	20000	20000	Planning Pla			rianning		Planning	Planning 0		Planning	Planning I	Planning
Proceeds from Borrowing	1	222	20	7021 20	20	20		20	20	24000	20000	20000	20	20	20	20	20	20	20		20	-	20
Investment Income Glen Ellyn Conn Fees		222	20		20	20			20	20	20	20	20	20	20	20	20	20	20			20	20
Lombard Conn Fees		50	50		50	50			50	50	50	50	50	50	50	50	50	50	50			50	50
Demand Response Program	2		50		50	50	50		50	50	50	50	50	- 50	50	50	50	50	50	50	5 50	50	50
	2	-	<u> </u>																				
Leachate Revenue	-		5		175	200	200	225	225	225	225	250	250	250	250	250	250	075	075	075	075	075	275
Fats Oil & Grease (FOG) / Industrial Waste Tipping Fees	4		150		175	200			225	225	225	250	250	250	250	250	250	275	275			275	
Cell Tower Revenue	5	68	72		81	86		96	102	108	115	122	129	137	145	154	163	173	183			218	231
Operating Surplus Transfers	s 6	275	50		50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Pretreatment Fines		0	0																				
Renewable Energy Credits	_	127	30		30	30			30	30	30	30	30	30	30	30	30	30	30			30	30
Misc. Revenue		15	1		1	1		1	1	1	1	1	1	1	1	1	1	1	1			1	1
Capital Fund Contribution - Glen Ellyn		1731	1786		1845	1891			2012	2037	2063	2088	2114	2141	2168	2195	2222	2250	2278			2365	2394
Capital Fund Contribution - Lombard		2077	2117	2200	2255	2312		2429	2459	2490	2521	2552	2584	2617	2649	2682	2716	2750	2784			2890	2926
Total Capital Fund Contribution	7	3808	3903	4000	4100	4203	4308	4416	4471	4527	4583	4641	4699	4757	4817	4877	4938	5000	5062	5126	5190	5255	5320
TOTAL REVENUE		11331	4314	11449	4532	4665	12682	4913	4974	29036	25099	25188	5254	5320	5388	5457	5527	5624	5696	5 5771	5846	5924	6002
EXPENSES in Thousands \$		CY(2024)	CY(2025)	CY(2026)	CY(2027)	CY(2028)	CY(2029)	CY(2030)	CY(2031)	CY(2032)	CY(2033) C	Y(2034)	CY(2035) CY	(2036) CY	(2037) C	Y(2038)	CY(2039)	CY(2040)	CY(2041)	CY(2042)	CY(2043)	CY(2044) (CY(2044)
Debt Service Payments:		Estimated	Planning	Planning	Planning	Planning	Planning	Planning	Planning	Planning	Planning P	lanning	Planning Pla	anning Pla	nning P	lanning I	Planning	Planning	Planning	Planning	Planning	Planning I	Planning
Ana Digester Project Debt Payment (P&I)	8		319	Ť	Ť	Ť	Ť	Ť			Ť				Ť		Ŭ			ľ	Ĭ	Ť	J
Final Clarifier Project Debt Payment (P&I) BONDED @5%			110		560	560	560	560	560	560	560	560	560	560	560	560	560	560	560	560	560	560	560
Biosolids Project Debt Payment (P&I)	9	123	123	123	123	123			123	123	123	123	123	123	123	123	123	123	123				2.50
Primary Clarifier Project Debt Payment (P&I - as scheduled)	Ť	.20	488		488	487		489	486	488	489	490	490	489	487	489	491	486	490		3 491		
CSO Plant Rehab Debt Payment (P&I) IEPA LOAN @2%			.50			.57		482	482	482	482	482	482	482	482	482	482	482	482			482	482
Biological Nutrient Removal Debt Payment (P&I) IEPA LOAN @2%		+ +											4000	4000	4000	4000	4000	4000	4000			4000	4000
FIP Debt Payment Actual (P&I)	10	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1021	1000		1000	1000	
Debt Service Payment Subtota		1781	1950	1632	2192	2191	2195	2675	2672	2674	2675	2676	6676	6675	6673	6675	6677	6672	5655	5 5530	5533	5042	5042
Debt Gervice r dyment Gabton	ai	1/01	1550	1002	2152	2131	2155	20/3	2012	2014	20/3	20/0	00/0	00/10	00/0	00/0	0077	0072	0000	, 3330	5555	3042	5042
	-	+ +																					
Debt Service Subtotal	-	1781	1950	1632	2192	2191	2195	2675	2672	2674	2675	2676	6676	6675	6673	6675	6677	6672	5655	5530	5533	5042	5042
		1/01	1950	1032	2192	2191	2195	20/3	20/2	20/4	20/5	20/0	00/0	00/0	00/3	00/0	00//	00/2	2022	5 5530	5555	5042	504Z
	_																						
0	_																						
Capital Improvements	_	170	<u>^</u>				050		700											-			
Property Acquisition		470	0		600		650		700														
Capital Improvement Projects																						-	
Vehicle and Equipment Replacement	11		258		315	69			0	200	0	0	166	0	0	0	0	0	183			0	0
Small Capital Projects	12		168		250	250			250	250	250	250	250	250	250	250	250	250	250			250	250
Infrastructure Improvements	13	107	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Roof Replacements - Updated based on Repl. Schedule	14	0	133	212	259	100	80	53	328	185	235	208	0	0	0	1	1	227	0) C	0 0	0	0
Plant Equipment Rehabilitation	15	1393	515	600	600	600	600	200	600	600	600	600	200	600	600	600	600	200	600	600	600	600	600
Atomospheric Vaporizer Lease	16	19	20	20	20	25	25	25	0	0	0	0	0	0	0	0	0	0	0) (0 0	0	0
MCC Replacements	17	0	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140) 140	140	140
PLC Replacements - Campus Wide	18	0	0	0	0	0	0	0	0	0	0	0	0	300	0	0	0	0	0) (0 0	0	0
Unox Deck Replacements*	19	100	100	100	100	100	100	100	0	0	0	0	0	0	0	0	0	0	0) (0 0	0	0
DuPage River Salt Creek Work Group Assmt for Watershed Projects	20	260	260	325	335	345	355	424															
Primary Clarifier & Gravity Thickener Improvements Project	21																						
Engineering		376	0																				
Construction		5,595	0																				
Plant/CSO Resurfacing		0																					
Administrative Parking Lot/Bemis Road Improvements	22	Ű	0																				
Facility Plan	23		0																	1	1	450	
Primary Sludge Direct Digester Feed					1		300					350	1	1			400						
Engineering							300					350					400					450	
	24		40				300					350					400					450	
Construction	24	40	40				300					350					400					430	
Construction	24		620				300	693				350	717				400	752				430	700
Collection System Televising		40 0					300	683				350	717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation	24	40 0	620				300	683				350	717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering		40 0	620 650 0				300	683				350	717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction		40 0	620				300	683				350	717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation		40 0	620 650 0 2000				300	683				350	717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering		40 0	620 650 0					683				350	717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction		40 0	620 650 0 2000					683					717				400	752				430	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade		40 0	620 650 0 2000				300	683					717				400	752				400	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering		40 0	620 650 0 2000			907		683					717				400	752					790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction		40 0	620 650 0 2000				7000	683					717				400	752				400	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering		40 0	620 650 0 2000			907 25	7000	683				350	717				400	752				400	790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement*		40 0	620 650 0 2000				7000	683					717				400	752					790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan.		40 0	620 650 0 2000				7000	683				350	717				400	752					790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal		40 0	620 650 0 2000				7000						717				400	752					790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering		40 0	620 650 0 2000				7000	683	2000				717				400	752					790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal		40 0	620 650 0 2000				7000		2000	20000	20000	20000	717				400	752					790
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering		40 0	620 650 0 2000	7021	2119		7000	2000	2000 3418	20000 21475			717	1390	1090	1091	400	752	1273	8 1090	1090	400	
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering Construction		40 0 200	620 650 0 2000 915	7021	2119	25	7000	2000				20000		1390	1090	1091			1273	5 109C	0 1090		
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering Construction		40 0 200	620 650 0 2000 915	7021	2119	25	7000	2000				20000		1390	1090	1091			1273				1880
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering Construction Project Total		40 0 200	620 650 0 2000 915 5869	7021		25 2661	7000	2000	3418	21475	21325	20000 21648	1573				1491	1669				1540	1880
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering Construction Froject Total IFT/DEBT SERVICES / PROJ TOTAL		40 0 200 9965 12215	620 650 0 2000 915 5869 7819	7021 7021 9557 11189	4911	25 2661 4852	7000 9188 12033	2000 4270 6944	3418 6790	21475 24149	21325 24000	20000 21648 24324	1573	8065	7763	7766	1491 8168	1669	6928	6620	6623	1540	1880
Collection System Televising Intermediate Pumping Station and Clarifier Rehabilitation Engineering Construction Final Clarifier Rehabilitation Engineering Construction CSO Plant Rehab, Barscreen & Grit Collection System Upgrade Engineering Construction Carbo RAS Meter & Final Clarifier RAS Waste Pump VFD Replacement* Anticipated Future Projects per the 20 Year 2013 Facility Plan. Biological Nutrient Removal Engineering Construction Froject Total IFT/DEBT SERVICES / PROJ TOTAL Cash on Hand 1/1		40 0 200 9965 12215 7701	620 650 0 2000 915 5869 7819 6817	7021 7021 9557 11189 3312	4911 3572	25 2661 4852 3194	7000 7000 9188 12033 3007	2000 4270 6944 3656	3418 6790 1625	21475 24149 (191)	21325 24000 4696	20000 21648 24324 5795	1573 8248 6659	8065 3665	7763 921	7766 (1454)	1491 8168 (3764)	1669 8342 (6405)	6928 (9123)) (9123)) 6623	1540 6582 (11131)	1880 6922 (11789)
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* = Process Equipment Replacement/Work Done In-House All other projects include a 15% contigency and Engineering, Legal, & Admin @ 15% of the Construction Cost

Budget CY2025 Glenbard Treatment Facility Fund 40 Capital Plan Capital Improvements Detail

	Estimated CY2024	Budgeting CY2025
PROCEEDS FROM BORROWING	6,500,000	
INVESTMENT INCOME	222,000	20,000
CONNECTION FEES - GLEN ELLYN	25,000	25,000
CONNECTION FEES - LOMBARD	50,000	50,000
ENERNOC DEMAND RESPONSE PROGRAM	8,000	8,000
LEACHATE REVENUE	8,400	5,000
FATS OIL & GREASE (FOG) / INDUSTRIAL WASTE TIPPING FEES	225,000	150,000
CELL TOWER REVENUE	68,000	72,080
OPERATING SURPLUS TRANSFERS	274,790	50,000
PRETREATMENT FINES	0	(
RENEWABLE ENERGY CREDITS	127,303	30,000
MISCELLANEOUS REVENUE	15,000	1,000
EQUIPMENT REPLACEMENT FUND		
GLEN ELLYN - 45.75%	1,730,587	1,785,755
LOMBARD - 54.25%	2,077,085	2,117,108
REVENUES TOTAL:	11,331,164	4,313,943
	, , -	,,-
PRINCIPAL & INTEREST:		
IEPA FIP PRINCIPAL	775,872	789,509
IEPA FIP INTEREST	244,992	231,354
IEPA BIOSOLIDS PRINCIPAL	96,755	98,066
IEPA BIOSOLIDS INTEREST	26,099	24,788
IEPA DIGESTER PRINCIPAL	617,534	314,569
IEPA DIGESTER INTEREST	19,467	3,932
PRIMARY CLARIFIER BOND PRINCIPAL	315,000	195,000
PRIMARY CLARIFIER BOND INTEREST	163,226	281,025
PRIMARY CLARIFIER BOND "OTHER"	11,584	11,584
PRINCIPAL & INTEREST TOTALS:	2,270,529	1,949,828
CAPITAL IMPROVEMENTS		
PROPERTY ACQUISITION		
SPENT/ESTIMATED TO SPEND	470.000	
	110,000	
CAPITAL IMPROVEMENT PROJECTS		
VEHICLE AND EQUIPMENT REPLACEMENT	385,533	258,000
VEHICLE AND EQUIPMENT REPLACEMENT SMALL CAPITAL PROJECTS	246,200	258,000 167,740
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SECTION 8.0 OTHER BUSINESS

SECTION 8.1

TECHNICAL ADVISORY COMMITTEE UPDATES

TAC MEETING MINUTES JUNE 13, 2024



Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137 Telephone: 630-790-1901 – Fax: 630-858-8119

GWA Technical Advisory Committee (TAC) Meeting Agenda June 13, 2024 9:00am

1. Solar Discussion

At the last TAC update, Matt had relayed on that GWA's consultant thought it may be better to do the land preparation ourselves, and then re-send the RFP out to attract more solar developers. After further discussion with GWA's consultant, they re-evaluated, and suggested that we incorporate the results of the feasibility study into the RFP and send that out. Solar developers will then know the full scope involved with developing the land. In addition, the land development portion of the project will be incentive for tax rebates/incentives since it is part of a solar project and not standalone. GWA's consultant also suggested including the estimated price for land development that was determined by the feasibility study. Matt would rather not, as he feels contractors will simply put in that price, rather than attempt to be competitive. Matt also informed the TAC that GWA will only be seeking to install solar in the lagoon areas, as the cost to develop the wooded area to the north was exponentially higher due to it being in floodway. Next steps will be to reissue the RFP and see who proposes.

- 2. Budget Discussion
 - a. Capital Contribution
 - i. With solar;
 - 1. \$2.05M deficit in 2031, then not again until 2036 and continues
 - ii. Without solar;
 - 1. \$1.24 deficit in 2030, \$3.33M in 2031, then ~\$0.5M in 2035 and continues
 - iii. Either way, 2035-2035 deficit continues and grows due to BNR project/loan paybacks
 - iv. Increase starting now or wait? 2031 still an issue

A brief discussion was had regarding the capital budget and shown deficits. Further conversation will be had with the Finance Directors, but ultimately, the thought is that since these deficits are far out, the advice will be to simply wait until closer to the time to address it. Carl and Dave suggested a few scenarios to put together for the meeting with the Finance Directors, as potential revenue streams could drastically alter the long term plan.

3. Ignition Reporting Software Update

This project was put on hold after Jeremy's departure, but GWA staff has been investigating further, and believes things will begin moving forward on it again. EOC approval was already given, but due to Jeremy's absence, more money may need to be budgeted for this in future years.

- 4. Hill Avenue Elbow Replacements
 - a. No longer able to do in-house
 - b. Obtain quotes, determine if it could be done this year, or budget for next year This is a project that our former Maintenance Superintendent started but was not able to finish before his resignation, and we no longer have staff with the abilities to complete it. Obtaining quotes and determining whether or not to begin work this year or budget for it next year.
- 5. REC monetization
 - \$127,303 disbursement check expected
 GWA will be receiving a check for all the renewable energy credits (REC) sold from June 1, 2023 to
 May 31, 2024. 1 REC = 1 MW generated = \$35.40.
- 6. CSO Graffiti
 - a. Damage to property procedure

Protecting the Environment for Tomorrow

The TAC discussed recent graffiti at the CSO plant in Lombard. Lombard was able to remove the graffiti, but it was discussed that in the future, pictures should be sent to the police so they can create a report to potentially be used in the future if an offender were to be caught.

7. GWA Garden

Matt informed the TAC that GWA staff has begun a "employee community garden" on the vacant lot next to the plant. All GE and Lombard staff are welcome to partake.

- 8. EOC Agenda Items (standing agenda item)
 - a. Solar
 - b. Primary Sludge Direct Feed Line
 - c. Intermediate Screw Pump Rehab

No updates, as this was just discussed at the EOC meeting preceding this meeting.

9. Personnel updates

Personnel matters are not recorded in minutes due to the minutes being published in the EOC agenda

- 10. Old Business
 - a. Potential FPA rezoning for The Pinnacles at Meyers

Lombard has put the onus on the developer to determine if a new sanitary sewer system would be better suited coming to Flagg Creek WRD or GWA. Lombard will reach out to Matt if/when rezoning of the Facility Planning Area is needed

- b. Potential Property Acquisition No discussion, as this was discussed at the EOC meeting
- c. Airgas Safety Issue

No firm update other than the vague letter that was provided from Airgas. The verbal agreement was an additional \$200/month on the vaporizer lease for the remaining 3 years on the existing agreement

d. Facility Plan Update

The second round of sampling yielded much better results. It was determined that the method of testing COD during the first round of sampling was not precise enough. In-house testing will continue to ensure the validity of these results.

- e. IDOT Rt. 56/53 Improvements *No Update*
- f. RNG Continuing Discussions

No update – awaiting outcome of grant

- g. NRI Rehabilitation Project
 - i. Expecting a cost and schedule change order due to wetland conflict

The contractor requested that they not be tasked with retaining a wetland consultant, as with their lack of experience in this area, it will be much more laborious and difficult for them. While it would have been easier for GWA since they could have used their allowance and avoided a change order, RJN is much better suited to handle this, but it will require an amendment with their contract ~\$10k

- ii. Phase III discussion
 - 1. \$1M estimate for heavy cleaning, \$650k budgeted
 - 2. Bid out, if bids come in high, reject
 - 3. Televise this year/next year to determine severity of sediment build up The estimate for this has increased, so Matt shared his plan with the TAC. We are working on ways to potentially reduce costs to bidders, then we'll rebid it since we have nothing to lose. If we can't complete the work, we'll re-televise and see if the sediment build up has gotten worse. If it has not, and we're not experiencing any capacity issues, it would be hard to justify spending the \$1M to clean the sewer
- h. Exhibits and language for Village/GWA Connection points at
 - i. Agreement between VOL and VOGE for Hill Ave Force Main point of entry
 - ii. Language in IGA's with other entities

No updates

TAC MEETING MINUTES JULY 25, 2024



Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137 Telephone: 630-790-1901 – Fax: 630-858-8119

GWA Technical Advisory Committee (TAC) Meeting Agenda July 25, 2024 10:00am

- 1. Budget Discussion these are changing every day, so I'll put the most up to date version up on the projector during the meeting.
 - a. 2.5% Capital Contribution Increase 2025-2030
 - i. GE = 3.19%
 - ii. Lom = 1.93%

These adjustments were already discussed with the finance directors and were needed to compensate for the updated/increased capital project estimates. As previously discussed, this years facility plan adjusted capital project costs that were last estimated pre-COVID, and therefore, the cost estimates had drastically changed.

- b. O&M Increase 6.58%
 - i. GE = 8.17%
 - ii. LOM = 5.48%
 - iii. 4.5% personnel (\$170k)
 - 1. Additional Maintenance I position for ¾ of the year (based off 70% range of position)
 - 2. 2 promotions; Plant Operator III to II, and Plant Operator IV to III (8% increases for the full year)
 - 3. Includes AD (based off 80% of range of position, and full year)
 - iv. 5% liquid ox (\$17,750) turned into 32.1% (\$113,838) based off actual usage
 - 1. Seeing that we end up with operating surplus, do we need to increase?
 - v. 2.6% Electric Support (\$6,841). Would have been \$34,841 with MVP
 - 1. Bunch of increases in support fees.

Mr. Streicher explained that the majority of the O&M contribution increases were related to personnel and liquid oxygen. Due to announced and expected retirements, GWA will be seeking to hire an additional Maintenance Mechanic to overlap with existing staff in order to impart institutional knowledge. The job advertisement is expected to go out in early 2025 so that a candidate can be on board by the second quarter of the year. Mr. Streicher also explained that there are two operators that will be testing for a higher certification, if they pass, they are expected to be promoted to reflect their higher level of certification. Mr. Streicher led the discussion of liquid oxygen prices by explaining that per the contract with Airgas, the price of liquid oxygen increases 5% per year, however, he had noticed during tracking that GWA consistently underbudgets for this item and it actually comes in higher every year. Mr. Streicher asked that since GWA's budget typically has a surplus, but this item is actually under budgeted, should the budget be changed to reflect actual usage. The TAC recommended aligning the budget number with what is actually used, and making sure that other items are budgeted as accurately as possible as well. It's understood that weather has a significant impact on budgets, and it may appears that items are over budgeted in order to stay under budget, but it is simply that there are many unknowns while preparing GWA's budget. Mr. Goldsmith asked several questions clarifying areas that it appears the actual expenses came in lower than what was budgeted to understand why the actuals were so far off what was budgeted.

- 2. EOC Agenda Items (standing agenda item)
 - a. GOVTEMPS/Phil Modaff Contract
 - b. RJN Amendment
 - c. MVP Software License Renewal
 - d. Property Purchase
 - e. RNG MOA

Protecting the Environment for Tomorrow

f. Draft Budget

Mr. Streicher explained that the main reason for having the EOC meeting in person is to approve the contract for the purchase of the parcel directly adjacent to the main plant, as this needs to be done in a public forum. Mr. Streicher also provided an update as to the purchase; the purchase amount was agreed to be the appraised value of \$470k, and there will be a 4 month post closing occupancy agreement accompanying the contract. The purpose of the 4-month period was due to the current homeowners needing the proceeds from the sale to purchase a new home, and that they cannot secure a contract for a new home until they have those proceeds.

- 3. East Branch DuPage River Bike Trail
 - a. Meeting @CSO Lagoons in Sept.

Mr. Streicher is scheduling a meeting with Christopher Burke Engineering, DuPage County DOT, and the Forest Preserve to discuss the bike trail and proposed shared use. Mr. Buckley and Mr. Goldsmith commented that they would like to be present as well.

- 4. New Fleet Vehicle (EOC Approved)
 - a. Other Options

Mr. Streicher explained that Haggerty Ford was not able to meet the price of the new F-150 that the EOC had approved, which was based off the suburban joint purchasing contract. Therefore, *Mr.* Pakosta will be reaching back out to the dealership who was awarded the joint purchasing contract to see if he can find somebody to work with there.

- 5. Old Business
 - a. Maintenance Superintendent Interview Updates

There have been several "no-call, no-show" applicants, but there was one stand out applicant as well. 1^{st} round interviews continue into the following week.

b. RNG Grant – not awarded.

The coalition GWA was in with 9 other facilities was not chosen for the USEPA grant. Although it could generate significant revenue, If GWA wanted to pursue converting to RNG, it would have to front the entire capital costs of around \$14M in order to do so. Mr. Streicher felt that this project would only move forward if the grant were awarded, which would cover all the capital costs, and allow GWA to start earning revenue on day one. Other facilities in the coalition are reaching out to local representatives to see the possibility of other funding sources.

c. Potential FPA rezoning for The Pinnacles at Meyers

Mr. Goldsmith updated the group that Lombard is still waiting on information from the developer to see if the subdivision will need to be rezoned to be in GWA's facility planning area (FPA), or if the design of proposed sewers would leave it in Flagg Creek's FPA.

- d. Hill Ave Pump Station Base Elbow Replacement
 - i. \$18,250 (NTE)

Mr. Streicher notified the TAC that Mr. Franz gave approval for Dahme Mechanical to perform this work. As discussed at a previous TAC meeting, this work was originally intended to be performed in house prior to the Maintenance Superintendent's resignation, and therefore, only ~\$6k was budgeted, however, this project needed to move forward. Maintenance obtained 3 quotes and selected the lowest proposal.

- e. Airgas Safety Issue no update
- f. Solar RFP due mid-August
- g. Facility Plan Update

Mr. Streicher discussed the latest update to the Facility Plan study in that it the capital costs to rehab the plant to meet future Phosphorus limits using chemicals came in lower than to convert to a biological nutrient removal facility, however, the operating costs after the rehabilitation were much higher due to the need for chemical. It appears the ultimate recommendation may still be to go with the higher costing project converting the plant to a BNR facility for several reasons; less reliance on a 40+ year old plant, more flexibility for future regulations, more certainty of future O&M costs, less reliance on chemicals.

- h. IDOT Rt. 56/53 Improvements
 - i. GWA manholes to be adjusted in 2025
 - NRI Rehabilitation Project
 - i. No progress

i.

- j. Exhibits and language for Village/GWA Connection points at
 - i. Agreement between VOL and VOGE for Hill Ave Force Main point of entry
 - ii. Language in IGA's with other entities

SECTION 9.0 NEXT EOC MEETING THURSDAY, SEPTEMBER 12, 2024 AT 8:00 A.M.