

**MEETING NOTICE AND AGENDA
FOR THE REGULAR MEETING OF MORTON GROVE-NILES WATER COMMISSION (MGNWC)
TO BE HELD ON THURSDAY, February 28, 2019 AT 3:00 PM
AT THE NILES VILLAGE HALL ADMINISTRATIVE BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Minutes
 - a. Regular Meeting- January 24, 2019
- V. Approval of Warrants
 - a. 2019-2: \$ 3,022,853.36
- VI. New Business
 - a. Resolution 19-01 Authorizing the Approval and Execution of Contract No. 12 Entitled "Contract 12 - MGNWC Reservoir Control Valve Replacement MGNWC Water Transmission Main and Facility Improvements Project" Between the Morton Grove-Niles Water Commission and Gaskill & Walton Construction Company
- VII. Old Business - None
- VIII. Superintendent's Report
 - a. Presentation and Request for Motion to Accept Annual Audit for the period from March 1, 2017 through Dec 31, 2017
- IX. Other Business
- X. Public Comment
- XI. Adjournment

Morton Grove-Niles Water Commission (MGNWC)

MINUTES OF REGULAR MEETING OF MORTON GROVE-NILES WATER COMMISSION
HELD IN THE VILLAGE OF NILES VILLAGE HALL ADMINISTRATION BUILDING
1000 CIVIC CENTER DRIVE, NILES, ILLINOIS 60714 THURSDAY, JANUARY 24, 2019

- I. CALL TO ORDER - Commissioner Steven C. Vinezeano called the meeting to order at 3:14 p.m.
- II. ROLL CALL - Superintendent Balling called the roll. Present were Commissioners Steven Vinezeano, John Pietron, and Mark Fowler.
- III. PLEDGE OF ALLEGIANCE - Commissioner Vinezeano led the assemblage in the Pledge of Allegiance.
- IV. APPROVAL OF MINUTES -

- a. Regular Meeting December 20, 2018

Commissioner Pietron called for motion and Commissioner Fowler seconded it. Pietron voted Aye, Fowler Aye, and Vinezeano voted Aye to approve Regular Meeting Minutes of December 20, 2018.

- V. APPROVAL OF WARRANTS - Warrant for Payment 2019-1 in the amount of \$4,774,189.63. John Pietron asked if all warrants to be approved at the 1/24/2019 meeting, were reviewed to assure dollars billed match actual services and or materials provided. Superintendent Balling assured the warrants' details were reviewed accordingly. The only exception was billing from the Village of Skokie whose amount was lower than anticipated however subject to additional charges based on future actual experience

Commissioner Pietron called for motion and Commissioner Fowler seconded it. Pietron voted Aye, Fowler voted Aye, and Vinezeano voted Aye to approve Warrant List.

- VI. NEW BUSINESS

- a. Nomination and election of the President of the Morton Grove-Niles Water Commission to serve until December 31, 2019.

Commissioner Pietron nominated Commissioner Vinezeano for President to serve until December 31, 2019 and Commissioner Fowler seconded it. Pietron voted Aye, Fowler voted Aye, and Vinezeano voted Aye to approve.

- b. Nomination and election of the Clerk of the Morton Grove-Niles Water Commission to serve until December 31, 2019.

Commissioner Vinezeano nominated Commissioner Pietron for Clerk to serve until December 31, 2019 and Commissioner Fowler seconded it. Pietron voted Aye, Fowler voted Aye, and Vinezeano voted Aye to approve.

- c. Nomination and election of the Secretary of the Morton Grove-Niles Water Commission to serve until December 31, 2019.

Commissioner Pietron nominated Commissioner Fowler for Secretary to serve until December 31, 2019 and Commissioner Vinezeano seconded it. Pietron voted Aye, Fowler voted Aye, and Vinezeano voted Aye to approve.

- d. Appointment of the Treasurer of the Morton Grove-Niles Water Commission to serve until December 31, 2019. (Appointment is made by the President with the advice and consent of the other Commissioners).

Commissioner Vinezeano nominated Hanna Sullivan for appointment to serve as Treasurer until December 31, 2019 and Commissioner Pietron seconded it. Pietron voted Aye, Fowler voted Aye, and Vinezeano voted Aye to approve.

VII. OLD BUSINESS - NONE

VIII. SUPERINTENDENT REPORT – Bill Balling provided an update on the two pump stations still under construction. He provided additional information on the second crossing in Niles and what should be expected for restoration in Skokie next spring.

IX. OTHER BUSINESS - NONE

X. PUBLIC COMMENT – NONE

XI. ADJOURNMENT - Commissioners approved unanimously 3-0 to adjourn at 3:23 p.m.

**WARRANT 2019-02
 February 28, 2019**

CAPITAL DEVELOPMENT FUND ACCOUNT

1. Berger Excavating Contractors, Inc	\$ 750,758.99
2. Del Galdo Law Group LLC Skokie citation	\$ 1006.25
3. J.J. Henderson & Son, Inc.	\$ 1,449,167.02
a. Contract 6 2551 Church Evanston	\$ 163,219.40
b. Contract 7 7900 Nagle Morton Grove	\$ 1,285,947.62
4. Journal and Topics Contract # 12 ad	\$ 410.76
5. Klein Thorpe Jenkins	\$ 63.00
6. Michels	\$ 40,412.05
7. Stanley Consultants	\$ 729,335.29
a. Design Services	\$ 251,852.88
b. Construction Observation services	\$ 476,744.41
c. Water Rate Study Dec 2-29,2018	\$ 738.00
8. TPB Professional Consulting	\$ 450.00
9. WRB,LLC	\$ 31,598.00
CAPITAL DEVELOPMENT FUND TOTAL:	\$ 3,003,201.36

ANNUAL OPERATING FUND ACCOUNT

1. Village of Niles- Operating contract January, 2019	\$ 19,652.00
ANNUAL OPERATING FUND TOTAL:	\$ 19,652.00

TOTAL WARRANT 2019-01: \$ 3,022,853.36

Approved for disbursement _____

Date _____



Berger Excavating Contractors

1205 Garland Rd.
Wauconda, IL 60084
Ph# (847) 526-5457
Fax# (847) 526-4204

Customer
MORTON GROVE-NILES WATER C

Invoice # 1815.09.1

Invoice Date 1/29/2019

Job # 1815

Ph#
Fax#

MORTON GROVE NILES WATER

Description	Unit Price	Quantity	Unit	Amount
Pay Est # 9	766,080.61	1.00	LS	766,080.61

Total Invoice 766,080.61
Less Retention 15,321.62
Net Due This Invoice 750,758.99



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
708-222-7000
Tax ID: 26-0205380-60402

RECEIVED

DEC - 4 2018

10-31-2018

Ms. Terry Liston
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053

Invoice Number: 21727
Invoice Period: 10-01-2018 - 10-31-2018

Payment Terms: Upon Receipt

RE: Skokie Citation #LO0015646 (Water Project)

Time Details

Date	Professional	Task	Hours	Rate	Amount
10-12-2018	TAW	None	1.00	175.00	175.00
		Travel to Skokie governmental center for administrative court call.			
10-12-2018	TAW	None	0.50	175.00	87.50
		Travel from administrative court call.			
10-12-2018	TAW	None	0.50	175.00	87.50
		Coverage of administrative court call; confirmation of dismissal of Veneziano ticket.			
				Total Fees	350.00

Total for this Invoice 350.00

Total Balance Due for Matter as of 11-20-2018 1,006.25



Contractor's Application for Payment No. 6

To (Owner):	Morton Grove-Niles Water Commission	Application Period:	1/31/2019	Application Date:	1/25/2019
Project:	Contract 7-MGNWC Nigale Ave. Pump Station	From (Contractor):	Joseph J. Henderson & Son, Inc.	Via (Engineer):	Stanley Consultants, Inc.
Owner's Contract No.:	Resolution #18-33	Contractor's Project No.:	1354-00	Engineer's Project No.:	

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$13,583.85	
2	\$67,586.02	
TOTALS	\$81,169.87	\$0.00
NET CHANGE BY CHANGE ORDERS	\$81,169.87	

1. ORIGINAL CONTRACT PRICE..... \$ 7,437,000.00
2. Net change by Change Orders..... \$ 81,169.87
3. Current Contract Price (Line 1 ± 2)..... \$ 7,518,169.87
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 2,607,959.16
5. RETAINAGE:
 - a. 10% \$1,466,866.02 Work Con
 - b. 10% \$1,141,099.14 Stored Ma
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 2,607,965.16
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 4,910,204.71
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 3,347,163.24
8. AMOUNT DUE THIS APPLICATION..... \$ 1,061,215.62
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 1,285,947.62

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all

Contractor Signature: William Marshall
 By: William Marshall, Director of Operations
 Date: 1/31/2019

Payment \$ 1,285,947.62 (Line 8 or other - attach explanation of the other amount)
 is recommended by: [Signature] (Engineer) 2/11/19 (Date)
 Payment \$ _____ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)
 Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)



EJCDC
AGENCIERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

1/31/2019

To	Morion Grove Niles Water	Application Period:	1/1/2019-1/31/2019	Application Date:	1/31/2019
(Owner):	Commission	From (Contractor):	Joseph J. Henderson & Son, Inc.	Via (Engineer):	Stanley Consultants, Inc.
Project:	Contract 6 MGNW/C Intermediate Pump Station	Contract:		Engineer's Project No.:	
Owner's Contract No.:	00-52-13	Contractor's Project No.:	1353-00		

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
	1	\$3,906.00		
TOTALS		\$3,906.00	\$0.00	
NET CHANGE BY CHANGE ORDERS		\$3,906.00		

1. ORIGINAL CONTRACT PRICE..... \$ 2,974,000.00
2. Net change by Change Orders..... \$ 3,906.00
3. Current Contract Price (Line 1 + 2)..... \$ 2,977,906.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$ 1,201,686.15
(Column F total on Progress Estimates).....
5. RETAINAGE:
 - a. 10% X \$1169,166.15 Work Con \$ 1,169,166.15
 - b. 10% X \$32,520.00 Stored Ma \$ 32,520.00
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 1,201,686.15
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,081,517.53
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 918,298.13
8. AMOUNT DUE THIS APPLICATION..... \$ 163,219.40
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,896,388.47
(Column G total on Progress Estimates + Line 5.c above).....

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all

Contractor Signature William Marshall
 By: William Marshall Director of Operations Date: 1/31/2019

Payment \$ _____ (Line 8 or other - attach explanation of the other amount)
 is recommended by: _____ (Engineer) _____ (Date)
 Payment \$ _____ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)
 Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)



Joseph J. Henderson & Son, Inc.

4288 Old Grand Avenue
Gurnee, IL 60031
(847) 244-3222

INVOICE

15172

Morton Grove Niles Water Commision
6101 Capulina Avenue
Morton Grove, IL 60053

Date: January 31, 2019
Job: 1353-00
Customer: 10-MGNWC

Contract 6 MGNWC Intermediate Pump Station
Skokie Sculpture Park South of Emerson St.
Village of Skokie, IL

Original Contract	\$2,974,000.00
Approved Change Order	\$3,906.00
Current Contract	<u>\$2,977,906.00</u>
Work Completed to Date	\$1,201,686.15
Less Retentions	\$120,168.62
Net Completed to Date	<u>\$1,081,517.53</u>
Less Net Previously Billed	\$918,298.13
Net Due This Invoice	\$163,219.40
Balance to Complete	\$1,896,388.47

AMOUNT NOW DUE

\$163,219.40

THANK YOU FOR YOUR BUSINESS !

JOURNAL & TOPICS NEWSPAPERS

PHONE # (847) 299-5511
 FAX # (847-298-8549
 622 GRACELAND AVE
 DES PLAINES, IL 60016

Invoice

Date	Invoice #
1/30/2019	179361

Bill To
MORTON GROVE NILES WATER COMM WILLIAM BALLING 412 S. PRINDLE ARLINGTON HTS., IL 60004

Head Ident
MORTON GROVE N PUMP STATION

P.O. No.	Terms	Due Date	Rep	Account #	Ordered By
	Due on receipt	1/30/2019	MG156	988399	BILL BALLING
Serviced	Item	Description	Rate	Amount	
1/30/2019	LEGALS	3 COL X 10 1/2" LEGALS (APPEARED IN ALL PAPERS)	13.04PCI	410.76	

We appreciate your prompt payment!		Total	\$410.76
		Payments/Credits	\$0.00
		Balance Due	\$410.76

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
Des Plaines, IL 60016-4556

and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of NILES

County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 30TH day of JANUARY, A.D. 20¹⁹, and the last publication thereof was made on the 30TH day of JANUARY, A.D. 20¹⁹.

Your Legal appeared in the following Journal & Topics Newspapers (Des Plaines Journal, Inc.)

- Des Plaines Journal
- Elk Grove Village Journal
- Mt. Prospect Journal
- Niles Journal
- Park Ridge-Golf Mill Journal
- Prospect Heights Journal
- Rosemont Journal
- Arlington Heights Topics
- Buffalo Grove Topics
- Palatine Topics
- Rolling Meadows Topics
- Wheeling Topics
- Suburban Journal
- Northwest Journal
- Glenview Journal



Mary Alice Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 30TH day of JANUARY, A.D., 20¹⁹.

By Todd Wassell

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 30TH day of JANUARY, A.D., 20¹⁹.

My commission expires the 15TH day of JULY, A.D., 20²¹.

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606

1/24/2019

Morton Grove Niles Water Commission
Steve Vinezeano, Village Manager
Village of Niles
1000 Civic Center Drive
Niles, IL 60714

TO: KLEIN, THORPE AND JENKINS, LTD. for legal services rendered
and expenses advanced, per the attached computer print-outs,
through 12/31/2018

MATTER ID	MATTER DESCRIPTION	STATEMENT NUMBER	STATEMENT AMOUNT
4900-001	General	200439	63.00
Total Due This Statement:			\$ 63.00
	Current A/R: \$		63.00
	All Other A/R less than 30 Days: \$		0.00
	Total A/R Over 30 Days: \$		0.00
	Total A/R Over 60 Days: \$		0.00
	Total A/R Over 90 Days: \$		0.00
	Total A/R Balance: \$		63.00

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Statement Date: January 24, 2019

Morton Grove Niles Water Commission
Steve Vinezeano, Village Manager
Village of Niles
1000 Civic Center Drive
Niles, IL 60714
Statement # 200439
For Legal Services Rendered through December 31, 2018
General

Matter ID
4900-001

Professional Fees			Hours	Amount
12/4/2018	MTJ	Communication from Liston and Zabinski re status of confirmation letter for state certification of MGWC	0.30	63.00
			Total Fees:	<u>63.00</u>

Rate Summary

Michael T. Jurusik	0.30 hours at \$ 210.00/hr	63.00
Total hours:	<u>0.30</u>	Total Fees: <u>63.00</u>

Payments

5/8/2018	Payment	MGNWC	82.60
5/8/2018	Payment	MGNWC	82.60
			Total Payments: <u>165.20</u>

Total Current Billing: 63.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	165.20
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 165.20</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 63.00</u>
		Total Now Due:	<u>63.00</u>

Michael T. Jurusik



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

Application Period:	12/21/19 to 1/21/19	Application Date:	1/21/2019
To (Owner):	Merion Grove Niles Water Commission	Via (Engineer):	Robison Engineering
Project:	Merion Grove 26 Inch Transmission Main Maintenance	Contract:	MGN 4
Owner's Contract No.:	MGN 4	Contractor's Project No.:	180204
		Engineer's Project No.:	17-80650

**Application For Payment
Change Order Summary**

Approved Change Order Number	Additions	Deductions
CO3	\$345.00	
CO4	\$9,509.79	
TOTALS	\$9,854.79	
NET CHANGE BY CHANGE ORDERS		\$9,854.79

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Shawn Hales Date: 1/21/2019

1. ORIGINAL CONTRACT PRICE \$ 54,368,691.00
2. Net change by Change Orders \$ 39,854.79
3. Current Contract Price (Line 1 + 2) \$ 54,378,545.79
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$ 51,573,719.64
5. RETAINAGE:
 - a. 5% \$1,573,719.64 Work Completed
 - b. Stored Material
 - c. Total Retainage (Line 5.a + Line 5.b) \$ 1,573,685.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 51,495,033.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 51,454,621.61
8. AMOUNT DUE THIS APPLICATION \$ 40,412.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) \$ 52,883,512.13

Payment of: \$ 40,412.05 (Larger or other - attach explanation of the other amount)
 is recommended by: [Signature] (Engineer) 2/11/19 (Date)
 Payment of: \$ 40,412.05 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)
 Approved by: _____ (Date)
 Funding or Financing Entity (if applicable) _____ (Date)

**MICHELS PIPE SERVICES
A DIVISION OF MICHELS CORPORATION**

Pipeline Rehabilitation Contractors

817 W. Main Street
Brownsville, WI 53006
Phone: 920-583-3132 Fax: 920-924-4323

LETTER OF TRANSMITTAL *Angela Moser*

Date: Job No:

Job:

Location:

RE:

TO:

Attn:

- WE ARE SENDING YOU: Attached Under Separate Cover
- Submittals TV Inspections Plans Samples Specifications
- Copy of Letter Change Order Lab Test Results Prints Other

Copies	Drawing No.	Description
1		Pay Application 4
1		Partial Lien Waiver
1		Certified Payroll Reports

THESE ARE TRANSMITTED as checked below:

- For Approval By: _____
- For your use Approved as Submitted Resubmit Copies for Approval
- As Requested Approved as Noted For your use Copies for Distribution
- For Review & Comment Returned for Corrections As Requested Corrected Prints
- For Bid Due _____ Prints Returned After Loan to Us

REMARKS:

COPY TO:

MICHELS PIPE SERVICES

BY: *Angela Moser*
amoser@michels.us
(920) 924-4300 x5939



January 8, 2019

Subject: Invoice 18 for Water Transmission Main & Facilities Design
Morton Grove – Niles Water Commission (MGNWC)

Dear MGNWC Operations Team:

Attached is the submittal of Invoice 18 for this contract. The hourly charges and invoice amounts for each package are summarized on attached spreadsheet to show how work by every firm of the Stanley Team links to the contract deliverables. The hours and fee amounts shown are provided for comparison with Contract Group Exhibit "B" Projected Labor and Budget spreadsheet dated June 30, 2017. The Exhibit "B" spreadsheet was prepared to determine the overall not-to-exceed project budget of \$4,459,313. The actual costs and hours for individual line items will vary from the values shown. Supplemental Agreement (SA) #s 1, 2, 3, 4 and 5 in the total amount of \$1,667,803 have been approved for a revised billing limit of \$6,127,116 and remaining balance of \$343,268.

Please note the following:

1. Curt Grass, Civil Engineer at Stanley received a pay rate adjustment from \$33.99 to \$34.95 as of October 28, 2018.
2. Matt Hill, Instrument & Controls Engineer at Stanley received a pay rate adjustment from \$35.70 to \$36.90 as of October 28, 2018.
3. Invoices 1 to 16 have all been paid in full. Refer to attached Table 1 Invoice Log for a summary of invoicing, payments received and applied credits.
4. Table 2 includes a budget breakdown for SA #5. We will review the estimates to complete with the subconsultants.

Please direct questions and comments on invoices to me at 563.264.6453 or GustafsonShawn@StanleyGroup.com.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in blue ink that reads 'Shawn D. Gustafson'.

Shawn D. Gustafson, PE PMP
Senior Project Manager



Stanley Consultants INC.

8501 West Higgins Road, Suite 730
Chicago, IL 60631-2801

Morton Grove-Niles Water Commission
Village of Niles Village Hall
1000 Civic Center Drive
Niles, IL 60714

December 20, 2018

Project No: 27793.01.00

Invoice No: 0210822

Invoice Total	\$ 182,275.98
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Attention: Accounts Payable
For: MGNWC Transmission Main & Facilities Design

Professional Services Through December 1, 2018

Task	Task Name	Deliverable	Total Hours		Total Fee		Hourly Fee	Invoice Hours	Employee Total	Deliverable Total	
			Name	Position							
M.1	General Expenses (Stanley)				\$	12,419					
EXP	Travel Expense (Agency Visits), Mailing, Reproduction, and Misc.		77 Miles @ \$0.545 60 Copies @ \$0.30						0%	\$ 59.97	
A	Project Mgmt. Admin & Assistance (Stanley)		4,254.0		\$	718,073					
01A	Deliverable MTGS1 - Meetings		299.0		\$	49,516					
01A	Deliverable PA001 - Project Assistance		868.0		\$	133,019					
01A	Deliverable PM001 - Project Mgmt		1,237.0		\$	207,788					
	Project Management, Project Cost and Schedule Control.		Gustafson, Shawn		Project Manager	\$ 69.23	20.0	\$ 1,384.60			
					3.15 times		2%	20.0	2%	\$ 4,361.49	
01A	Deliverable PRMT1 - Permit Mgmt		219.0		\$	36,120					
Deliverable PKG2A - Project Mgmt & Assistance			1,631.0		\$	291,630					
	Design Services During Construction		Grass, Curt		Civil Engineer	\$ 34.95	0.5	\$ 17.48			
			Kennedy, Jean		Admin Assistant	\$ 26.58	1.5	\$ 39.87			
			Thomas, Lawrence		Project Manager	\$ 78.34	46.0	\$ 3,603.64			
					3.15 times		3%	48.0	4%	\$ 11,532.12	
F	Intermediate Pump Station, Contract 6		2,203.0		\$	324,253					
Deliverable PKG1F - Contract 6 Design			1,797.0		\$	258,038					
Deliverable PKG2F - Contract 6 DSDC			406.0		\$	66,215					
01F	Intermediate Pump Station	Design Services During Construction	Bovenkamp, Jon		Lead Mech Engineer	\$ 58.15	4.5	\$ 261.68			
			Graves, Kenton		Lead Mech Engineer	\$ 58.75	1.0	\$ 58.75			
			Hill, Matthew		I & C Engineer	\$ 36.90	1.0	\$ 36.90			
			Talukdar, Arundhatee		Electrical Engineer	\$ 38.94	2.5	\$ 97.35			
					3.15 times		2%	9.0	2%	\$ 1,432.24	
G	Nagle Avenue Pump Station, Contract 7		2,883.0		\$	430,062					
Deliverable PKG1G - Contract 7 Design			2,355.0		\$	343,574					
Deliverable PKG2G - Contract 7 DSDC			528.0		\$	86,488					
01G	Nagle Ave Pump Station	Design Services During Construction	Bovenkamp, Jon		Lead Mech Engineer	\$ 58.15	1.5	\$ 87.23			
			Carter, Zachary		I & C Engineer	\$ 34.62	1.0	\$ 34.62			
			Hill, Matthew		I & C Engineer	\$ 36.90	0.5	\$ 18.45			
			Talukdar, Arundhatee		Electrical Engineer	\$ 38.94	4.5	\$ 175.23			
					3.15 times		1%	7.5	1%	\$ 993.92	
H	MGNWC Standpipe, Contract 8		834.0		\$	133,384					
Deliverable PKG1H - Contract 8 Design			396.0		\$	57,392					
Deliverable PKG2H - Contract 8 DSDC			438.0		\$	75,992					
01H	Standpipe	Design Services During Construction							0%	\$ -	
					3.15 times		0%	0.0	0%	\$ -	
I	General Civil Design		1,354.0		\$	179,598					
Deliverable FOPT1 - Contract 9 DSDC			157.0		\$	26,708					
J	Materials Procurement, Contract 5		324.0		\$	39,824					
01J	PKG1J	Design				3.15 times	0%	0.0	0%	\$ -	
K	Project Bidding		304.0		\$	47,450					
01K	PKG1K	Design				3.15 times	0%	0.0	0%	\$ -	
L	Public Information Program		144.0		\$	13,904					
01L	PKG1L	Design				3.15 times	0%	0.0	0%	\$ -	
N	Nagle Avenue SW Detention & 20" WM		28.0		\$	4,860					
01N	PKG1N	Design				3.15 times	0%	0.0	0%	\$ -	
Subtotal (Stanley)			12,485.0		\$	1,930,535		1%	84.50	1%	\$ 18,379.74



8501 West Higgins Road, Suite 730
Chicago, IL 60631-2801

Morton Grove-Niles Water Commission
Village of Niles Village Hall
1000 Civic Center Drive
Niles, IL 60714

December 20, 2018
Project No: 27793.01.00
Invoice No: 0210822

Invoice Total	\$ 182,275.98
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Attention: Accounts Payable
For: MGNWC Transmission Main & Facilities Design

Professional Services Through December 1, 2018

Task	Task Name	Deliverable	Total Hours	Total Fee	Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position				
M.1	General Expenses (Stanley)			\$ 12,419				
EXP	Travel Expense (Agency Visits), Mailing, Reproduction, and Misc.		77 Miles @ \$0.545 60 Copies @ \$0.30				0%	\$ 59.97
A	Project Mgmt, Admin & Assistance (Stanley)		4,254.0	\$ 718,073				
01A	Deliverable MTGS1 - Meetings		299.0	\$ 49,516				
01A	Deliverable PA001 - Project Assistance		868.0	\$ 133,019				
01A	Deliverable PM001 - Project Mgmt		1,237.0	\$ 207,788				
	Project Management, Project Cost and Schedule Control.		Gustafson, Shawn	Project Manager	\$ 69.23	20.0	\$ 1,384.60	
				3.15 times	2%	20.0	2%	\$ 4,361.49
01A	Deliverable PRMT1 - Permit Mgmt		219.0	\$ 36,120				
	Deliverable PKG2A - Project Mgmt & Assistance		1,631.0	\$ 291,630				
	Design Services During Construction		Grass, Curt Kennedy, Jean Thomas, Lawrence	Civil Engineer Admin Assistant Project Manager	\$ 34.95 \$ 26.58 \$ 78.34	0.5 1.5 46.0	\$ 17.48 \$ 39.87 \$ 3,603.64	
				3.15 times	3%	48.0	4%	\$ 11,532.12
F	Intermediate Pump Station, Contract 6		2,203.0	\$ 324,253				
	Deliverable PKG1F - Contract 6 Design		1,797.0	\$ 258,038				
	Deliverable PKG2F - Contract 6 DSDC		406.0	\$ 66,215				
01F	Intermediate Pump Station	Design Services During Construction	Bovenkamp, Jon Graves, Kenton Hill, Matthew Talukdar, Arundhatee	Lead Mech Engineer Lead Mech Engineer I & C Engineer Electrical Engineer	\$ 58.15 \$ 58.75 \$ 36.90 \$ 38.94	4.5 1.0 1.0 2.5	\$ 261.68 \$ 58.75 \$ 36.90 \$ 97.35	
				3.15 times	2%	9.0	2%	\$ 1,432.24
G	Nagle Avenue Pump Station, Contract 7		2,883.0	\$ 430,062				
	Deliverable PKG1G - Contract 7 Design		2,355.0	\$ 343,574				
	Deliverable PKG2G - Contract 7 DSDC		528.0	\$ 86,488				
01G	Nagle Ave Pump Station	Design Services During Construction	Bovenkamp, Jon Carter, Zachary Hill, Matthew Talukdar, Arundhatee	Lead Mech Engineer I & C Engineer I & C Engineer Electrical Engineer	\$ 58.15 \$ 34.62 \$ 36.90 \$ 38.94	1.5 1.0 0.5 4.5	\$ 87.23 \$ 34.62 \$ 18.45 \$ 175.23	
				3.15 times	1%	7.5	1%	\$ 993.92
H	MGNWC Standpipe, Contract 8		834.0	\$ 133,384				
	Deliverable PKG1H - Contract 8 Design		396.0	\$ 57,392				
	Deliverable PKG2H - Contract 8 DSDC		438.0	\$ 75,992				
01H	Standpipe	Design Services During Construction						
				3.15 times	0%	0.0	0%	\$ -
I	General Civil Design		1,354.0	\$ 179,598				
	Deliverable FOPT1 - Contract 9 DSDC		157.0	\$ 26,708				
J	Materials Procurement, Contract 5		324.0	\$ 39,824				
01J	PKG1J	Design		3.15 times	0%	0.0	0%	\$ -
K	Project Bidding		304.0	\$ 47,450				
01K	PKG1K	Design		3.15 times	0%	0.0	0%	\$ -
L	Public Information Program		144.0	\$ 13,904				
01L	PKG1L	Design		3.15 times	0%	0.0	0%	\$ -
N	Nagle Avenue SW Detention & 20" WMI		28.0	\$ 4,860				
01N	PKG1N	Design		3.15 times	0%	0.0	0%	\$ -
Subtotal (Stanley)			12,485.0	\$ 1,930,535				
					1%	84.50	1%	\$ 18,379.74



January 8, 2019

Subject: Invoice 18 for Water Transmission Main & Facilities Design
Morton Grove – Niles Water Commission (MGNWC)

Dear MGNWC Operations Team:

Attached is the submittal of Invoice 18 for this contract. The hourly charges and invoice amounts for each package are summarized on attached spreadsheet to show how work by every firm of the Stanley Team links to the contract deliverables. The hours and fee amounts shown are provided for comparison with Contract Group Exhibit "B" Projected Labor and Budget spreadsheet dated June 30, 2017. The Exhibit "B" spreadsheet was prepared to determine the overall not-to-exceed project budget of \$4,459,313. The actual costs and hours for individual line items will vary from the values shown. Supplemental Agreement (SA) #s 1, 2, 3, 4 and 5 in the total amount of \$1,667,803 have been approved for a revised billing limit of \$6,127,116 and remaining balance of \$343,268.

Please note the following:

1. Curt Grass, Civil Engineer at Stanley received a pay rate adjustment from \$33.99 to \$34.95 as of October 28, 2018.
2. Matt Hill, Instrument & Controls Engineer at Stanley received a pay rate adjustment from \$35.70 to \$36.90 as of October 28, 2018.
3. Invoices 1 to 16 have all been paid in full. Refer to attached Table 1 Invoice Log for a summary of invoicing, payments received and applied credits.
4. Table 2 includes a budget breakdown for SA #5. We will review the estimates to complete with the subconsultants.

Please direct questions and comments on invoices to me at 563.264.6453 or GustafsonShawn@StanleyGroup.com.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in cursive script that reads "Shawn D. Gustafson".

Shawn D. Gustafson, PE PMP
Senior Project Manager

Subconsultants		Total Hours	Total Fee	Invoice Hours		Invoice Amount
B	East 30" Transmission Main Package - Applied Technologies	6,513.0	\$ 881,827			
	Contract 1 Design	5,213.0	\$ 709,453			
	Contract 1 DSDC	1,300.0	\$ 172,374			
SUB1A	Design Services During Construction			3%	39.0	3% \$ 5,122.37
C	West 30" Transmission Main Package - Ciorba	5,445.0	\$ 711,441			
	Contract 2 Design	4,787.0	\$ 619,697			
	Contract 2 DSDC	658.0	\$ 91,744			
SUB2A	Design Services During Construction			0%		0% \$ -
D	20" Transmission Main Package - Strand	7,106.0	\$ 997,937			
	Contract 3 Design	5,577.0	\$ 785,194			
	Contract 3 DSDC	1,529.0	\$ 212,744			
SUB3A	Design Services During Construction			8%	123.50	8% \$ 17,277.97
E	Existing 20" Transmission Main Maintenance - Robinson	2,500.0	\$ 378,870			
	Contract 4 Design	1,958.0	\$ 300,254			
	Contract 4 DSDC	542.0	\$ 78,616			
SUB4A	Design Services During Construction			0%	0.00	0% \$ -
M.2	Survey and Geotechnical Expenses - Robinson		\$ 730,605			
SUB04	Survey and Geotechnical Expenses (Robinson)					0% \$ -
M.4	Easement Identification & Acquisitions Assistance - Robinson		\$ 131,275			
SUB04	Easement Identification & Acquisitions Expenses					0% \$ -
F & G	Pump Stations - Knight	2,412.0	\$ 278,088			
	Contract 6 & 7 Design	1,626.0	\$ 181,680			
SUB05	Pump Stations, Contracts 6 and 7			0%	0.0	0% \$ -
	Contract 6 & 7 DSDC	786.0	\$ 96,408			
SUB5A	Design Services During Construction			152%	1,196.0	147% \$ 141,495.90
M.6	Environmental Services - Knight		\$ -			
M.5	Land Acquisition Expenses - Santacruz		\$ 77,188			
M.3	Corrosion Survey Expenses - Corpro		\$ 8,600			
M.7	Radio Study Expenses - TCIC		\$ 750			
	Subtotal (Subconsultants)	23,976.0	\$ 4,196,581			
				6%	1,358.50	4% \$ 163,896.24
	Project Totals	36,461.0	\$ 6,127,116			
				4%	1,443.00	3% \$ 182,275.98

Billing Limits		Current	Prior	To-Date	
Total Billings	\$	182,275.98	\$ 5,601,571.59	\$ 5,783,847.57	94%
Limit				\$ 4,459,313.00	
Supplemental Agreement No. 1				\$ 84,370.00	
Supplemental Agreement No. 2				\$ 210,402.00	
Supplemental Agreement No. 3				\$ 300,734.00	
Supplemental Agreement No. 4				\$ 794,715.00	
Supplemental Agreement No. 5				\$ 277,582.00	
Revised Limit				\$ 6,127,116.00	
Remaining				\$ 343,268.43	
				TOTAL THIS INVOICE	\$ 182,275.98



December 20, 2018
 Project No: 27793.01.00
 Invoice No. 0210822

Invoice #18 General Expenses Summary

Professional Services Through December 1, 2018

Task	Description	Quantity	\$/Unit	Total
M.1	General Expenses (Stanley)			
4-Sep	Mileage, L. Thomas	12	\$0.545	\$ 6.54
6-Sep	Mileage, L. Thomas	10	\$0.545	\$ 5.45
11-Sep	Mileage, L. Thomas	10	\$0.545	\$ 5.45
18-Sep	Mileage, L. Thomas	12	\$0.545	\$ 6.54
19-Sep	Mileage, L. Thomas	21	\$0.545	\$ 11.45
20-Sep	Mileage, L. Thomas	12	\$0.545	\$ 6.54
10-Nov	Color Copies	60	\$0.30	\$ 18.00
EXP		Deliverable Total	\$	59.97



January 25, 2019

Subject: Invoice 19 for Water Transmission Main & Facilities Design
Morton Grove – Niles Water Commission (MGNWC)

Dear MGNWC Operations Team:

Attached is the submittal of Invoice 19 for this contract. The hourly charges and invoice amounts for each package are summarized on attached spreadsheet to show how work by every firm of the Stanley Team links to the contract deliverables. The hours and fee amounts shown are provided for comparison with Contract Group Exhibit “B” Projected Labor and Budget spreadsheet dated June 30, 2017. The Exhibit “B” spreadsheet was prepared to determine the overall not-to-exceed project budget of \$4,459,313. The actual costs and hours for individual line items will vary from the values shown. Supplemental Agreement (SA) #s 1, 2, 3, 4 and 5 in the total amount of \$1,667,803 have been approved for a revised billing limit of \$6,127,116 and remaining balance of \$276,671.

Please note the following:

1. This invoice includes an applied credit of \$20.00 for an overpayment received on May 31, 2018 for Invoice #9.
2. Invoices 1 to 17 have all been paid in full. Refer to attached Table 1 Invoice Log for a summary of invoicing, payments received and applied credits.
3. Table 2 includes a budget breakdown for SA #5. We will review the remaining budgets with the subconsultants.

Please direct questions and comments on invoices to me at 563.264.6453 or GustafsonShawn@StanleyGroup.com.

Sincerely,

Stanley Consultants, Inc.

Shawn D. Gustafson, PE PMP
Senior Project Manager



Stanley Consultants Inc.

8501 West Higgins Road, Suite 730
Chicago, IL 60631-2801

Morton Grove-Niles Water Commission
Village of Niles Village Hall
1000 Civic Center Drive
Niles, IL 60714

January 24, 2019

Project No: 27793.01.00

Invoice No: 0211720

Invoice Total	\$ 69,576.90
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Attention: Accounts Payable
For: MGNWC Transmission Main & Facilities Design

Professional Services Through December 29, 2018

Task	Task Name	Deliverable	Total Hours		Total Fee		Hourly Fee	Invoice Hours	Employee Total	Deliverable Total
			Name	Position						
M.1	General Expenses (Stanley)				\$	12,419				
EXP	Travel Expense (Agency Visits), Mailing, Reproduction, and Misc.		183 Miles @ \$0.545 50 Copies @ \$0.30						1%	\$ 114.75
A	Project Mgmt, Admin & Assistance (Stanley)		4,254.0		\$	718,073				
01A	Deliverable MTGS1 - Meetings		299.0		\$	49,516				
01A	Deliverable PA001 - Project Assistance		868.0		\$	133,019				
01A	Deliverable PM001 - Project Mgmt		1,237.0		\$	207,788				
	Project Management, Project Cost and Schedule Control.	Gustafson, Shawn					\$ 69.23 3.15 times 1%	10.5 10.5	\$ 726.92 1%	\$ 2,289.80
01A	Deliverable PRMT1 - Permit Mgmt		219.0		\$	36,120				
	Deliverable PKG2A - Project Mgmt & Assistance		1,631.0		\$	291,630				
	Design Services During Construction	Kennedy, Jean Thomas, Lawrence					\$ 26.58 78.34 3.15 times 4%	1.5 65.0 66.5	\$ 39.87 \$ 5,092.10 6%	\$ 16,165.71
F	Intermediate Pump Station, Contract 6		2,203.0		\$	324,253				
	Deliverable PKG1F - Contract 6 Design		1,797.0		\$	258,038				
	Deliverable PKG2F - Contract 6 DSDC		406.0		\$	66,215				
01F	Intermediate Pump Station	Design Services During Construction	Bovenkamp, Jon				\$ 58.15 3.15 times 1%	6.0 6.0	\$ 348.90 2%	\$ 1,099.04
G	Nagle Avenue Pump Station, Contract 7		2,883.0		\$	430,062				
	Deliverable PKG1G - Contract 7 Design		2,355.0		\$	343,574				
	Deliverable PKG2G - Contract 7 DSDC		528.0		\$	86,488				
01G	Nagle Ave Pump Station	Design Services During Construction					0% 3.15 times 0%	0.0 0.0	0% 0%	\$ -
H	MGNWC Standpipe, Contract 8		834.0		\$	133,384				
	Deliverable PKG1H - Contract 8 Design		396.0		\$	57,392				
	Deliverable PKG2H - Contract 8 DSDC		438.0		\$	75,992				
01H	Standpipe	Design Services During Construction					0% 3.15 times 0%	0.0 0.0	0% 0%	\$ -
I	General Civil Design		1,354.0		\$	179,598				
	Deliverable FOPT1 - Contract 9 DSDC		157.0		\$	26,708				
J	Materials Procurement, Contract 5		324.0		\$	39,824				
01J	PKG1J	Design					0% 3.15 times 0%	0.0 0.0	0% 0%	\$ -
K	Project Bidding		304.0		\$	47,450				
01K	PKG1K	Design					0% 3.15 times 0%	0.0 0.0	0% 0%	\$ -
L	Public Information Program		144.0		\$	13,904				
01L	PKG1L	Design					0% 3.15 times 0%	0.0 0.0	0% 0%	\$ -
N	Nagle Avenue SW Detention & 20" WM		28.0		\$	4,860				
01N	PKG1N	Design					0% 3.15 times 0%	0.0 0.0	0% 0%	\$ -
Subtotal (Stanley)			12,485.0		\$	1,930,535	1%	83.00	1%	\$ 19,669.30

Subconsultants		Total Hours	Total Fee	Invoice Hours		Invoice Amount
B	East 30" Transmission Main Package - Applied Technologies	6,513.0	\$ 881,827			
	Contract 1 Design	5,213.0	\$ 709,453			
	Contract 1 DSDC	1,300.0	\$ 172,374			
SUB1A	Design Services During Construction			1%	12.0	1% \$ 1,174.05
C	West 30" Transmission Main Package - Ciorba	5,445.0	\$ 711,441			
	Contract 2 Design	4,787.0	\$ 619,697			
	Contract 2 DSDC	658.0	\$ 91,744			
SUB2A	Design Services During Construction			3%	23.0	3% \$ 3,137.60
D	20" Transmission Main Package - Strand	7,106.0	\$ 997,937			
	Contract 3 Design	5,577.0	\$ 785,194			
	Contract 3 DSDC	1,529.0	\$ 212,744			
SUB3A	Design Services During Construction			8%	119.00	7% \$ 14,897.11
E	Existing 20" Transmission Main Maintenance - Robinson	2,500.0	\$ 378,870			
	Contract 4 Design	1,958.0	\$ 300,254			
	Contract 4 DSDC	542.0	\$ 78,616			
SUB4A	Design Services During Construction			0%	0.00	16% \$ 12,612.00
M.2	Survey and Geotechnical Expenses - Robinson		\$ 730,605			
SUB04	Survey and Geotechnical Expenses (Robinson)					0% \$ -
M.4	Easement Identification & Acquisitions Assistance - Robinson		\$ 131,275			
SUB04	Easement Identification & Acquisitions Expenses					0% \$ -
F & G	Pump Stations - Knight	2,412.0	\$ 278,088			
	Contract 6 & 7 Design	1,626.0	\$ 181,680			
SUB05	Pump Stations, Contracts 6 and 7			0%	0.0	0% \$ -
	Contract 6 & 7 DSDC	786.0	\$ 96,408			
SUB5A	Design Services During Construction			18%	141.0	19% \$ 18,106.84
M.6	Environmental Services - Knight		\$ -			
M.5	Land Acquisition Expenses - Santacruz		\$ 77,188			
M.3	Corrosion Survey Expenses - Corpro		\$ 8,600			
M.7	Radio Study Expenses - TCIC		\$ 750			
	Subtotal (Subconsultants)	23,976.0	\$ 4,196,581			
				1%	295.00	1% \$ 49,927.60
	Project Totals	36,461.0	\$ 6,127,116			
				1%	378.00	1% \$ 69,596.90

Billing Limits	Current	Prior	To-Date	
Total Billings	\$ 69,596.90	\$ 5,783,847.57	\$ 5,853,444.47	96%
Limit			\$ 4,459,313.00	
Supplemental Agreement No. 1			\$ 84,370.00	
Supplemental Agreement No. 2			\$ 210,402.00	
Supplemental Agreement No. 3			\$ 300,734.00	
Supplemental Agreement No. 4			\$ 794,715.00	
Supplemental Agreement No. 5			\$ 277,582.00	
Revised Limit			\$ 6,127,116.00	
Remaining			\$ 273,671.53	

TOTAL THIS INVOICE	\$ 69,596.90
LESS APPLIED CREDIT from 5/31 payment	\$ (20.00)
BALANCE	\$ 69,576.90



January 24, 2019
 Project No: 27793.01.00
 Invoice No. 0211720

Invoice #19 General Expenses Summary

Professional Services Through December 29, 2018

Task	Description	Quantity	\$/Unit	Total
M.1	General Expenses (Stanley)			
15-Oct	Mileage, L. Thomas	30	\$0.545	\$ 16.35
16-Oct	Mileage, L. Thomas	15	\$0.545	\$ 8.18
18-Oct	Mileage, L. Thomas	10	\$0.545	\$ 5.45
23-Oct	Mileage, L. Thomas	15	\$0.545	\$ 8.18
24-Oct	Mileage, L. Thomas	15	\$0.545	\$ 8.18
30-Oct	Mileage, L. Thomas	10	\$0.545	\$ 5.45
1-Nov	Mileage, L. Thomas	20	\$0.545	\$ 10.90
6-Nov	Mileage, L. Thomas	10	\$0.545	\$ 5.45
13-Nov	Mileage, L. Thomas	10	\$0.545	\$ 5.45
15-Nov	Mileage, L. Thomas	14	\$0.545	\$ 7.63
20-Nov	Mileage, L. Thomas	10	\$0.545	\$ 5.45
27-Nov	Mileage, L. Thomas	10	\$0.545	\$ 5.45
29-Nov	Mileage, L. Thomas	14	\$0.545	\$ 7.63
8-Dec	Color Copies	50	\$0.30	\$ 15.00
EXP		Deliverable Total	\$	114.75



LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date: 01/28/19 Invoice No. 11
 Work Order No. 1

To: Morton Grove-Niles Water Commission
 Village of Niles Village Hall
 1000 Civic Center Drive
 Niles, IL 60714
 Attn:

From: Stanley Consultants, Inc.
 Firm Address: 8501 W. Higgins Road
 Suite 730
 Chicago, IL 60631

Local Agency Section Job Phase	Morton Grove-Niles Water Commission Water Transmission Facilities Project III	Project County Route	Cook	Consultant's Job Number 28218.01.00 - 0211802
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For Professional Services performed as set forth in the Agreement dated: _____
 & Supplemental Agreement(s) dated: _____

1) Invoice Period	From: <u>12/02/18</u>	To: <u>12/29/18</u>		
	This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum Payable				\$8,491,857.50
3) Direct Salaries - Office Work	\$21,207.59	\$154,611.36	\$175,818.95	\$710,684.38
4) Direct Salaries - Field Work	\$24,217.70	\$194,106.69	\$218,324.39	
5) Payroll & Overhead				
Office this invoice average	<u>156.1700%</u> <u>156.17%</u>	\$33,119.89	\$241,456.55	\$1,066,336.96
Field this invoice average	<u>145.6500%</u> <u>145.65%</u>	\$35,273.08	\$282,716.41	\$317,989.49
6) Fixed Fee = 6.1870%	\$17,951.40	\$143,801.45	\$161,752.85	\$290,147.13
7) Direct Costs Prime	\$8,445.22	\$106,575.19	\$115,020.41	\$199,119.38
8) Services by others				
Thomas	\$57,871.32	\$650,668.28	\$708,539.60	\$1,217,489.83
Ciorba	\$62,984.33	\$563,658.30	\$626,642.63	\$849,242.69
Strand	\$37,534.42	\$435,384.88	\$472,919.30	\$778,426.50
ATI	\$32,371.58	\$450,093.75	\$482,465.33	\$710,986.40
Robinson	\$44,763.22	\$485,792.85	\$530,556.07	\$1,044,871.73
Knight	\$50,667.22	\$502,508.58	\$553,175.80	\$623,164.23
Tecma	\$24,533.37	\$292,547.74	\$317,081.11	\$402,347.25
MSL	\$25,804.07	\$302,078.66	\$327,882.73	\$502,594.55
Morreales		\$96,389.13	\$96,389.13	\$96,446.48
9) Total invoiced for project including this invoice			<u>\$5,379,134.23</u>	
10) Previously Invoiced		<u>\$4,902,389.82</u>		
11) Payment Due this invoice	<u>\$476,744.41</u>			

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

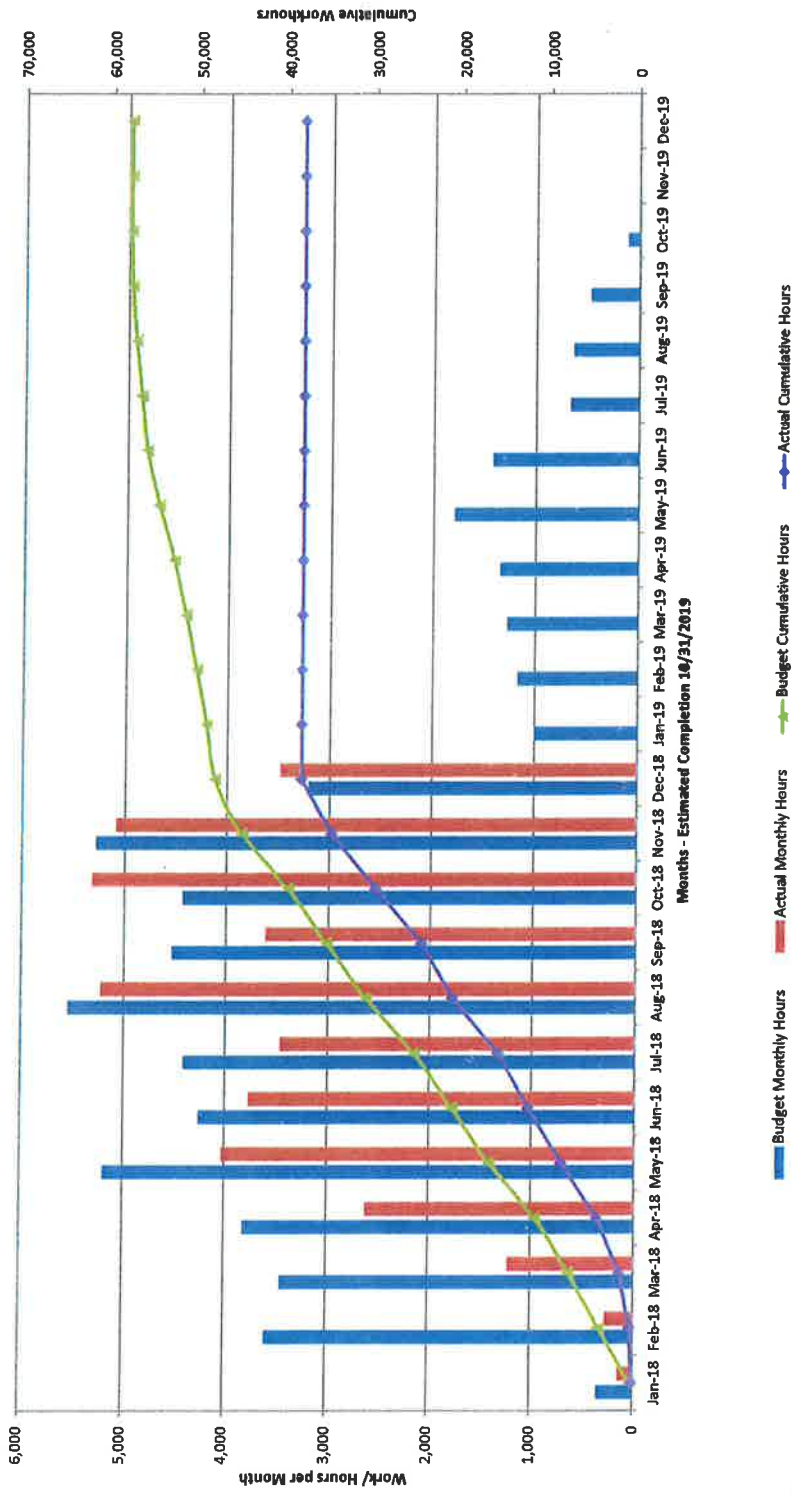
I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Approved Local Agency Rep. _____ Date: _____
 Accepted By: _____ Date: _____
 Checked _____ Date: _____

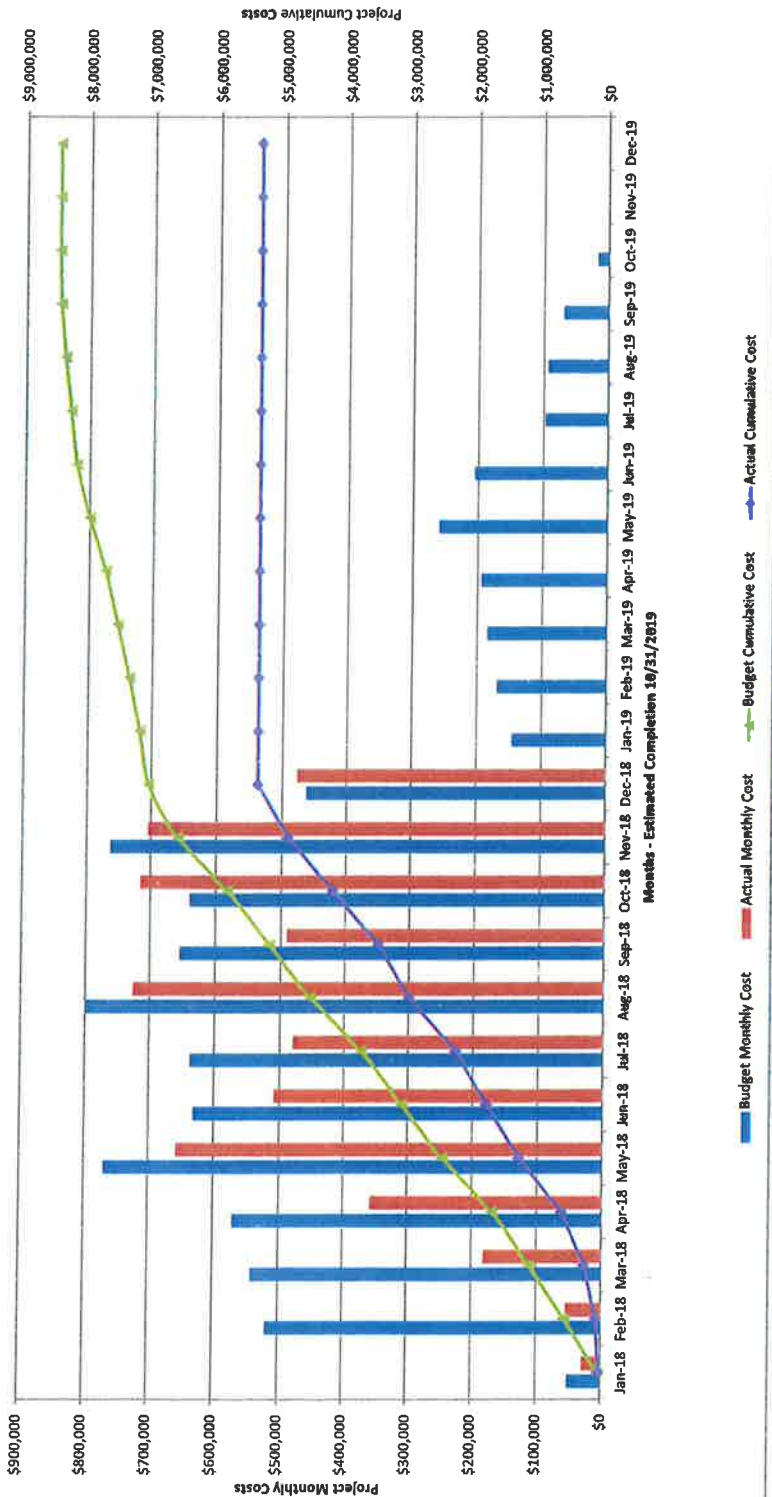
Consultant: Stanley Consultants, Inc.
 By / Date: [Signature]
 (Name) W/W Dept Manager
 (Title) 1/29/19

Distribution: 3 complete packages plus 3 copies of invoice form to Local Agency.

Morton Grove Niles Water Commission
 Water Transmission Facilities
 Stanley Consultants Project No. 28218



Morton Grove Niles Water Commission
 Water Transmission Facilities
 Stanley Consultants Project No. 28218





Stanley Consultants INC

8501 West Higgins Road, Suite 730
Chicago, IL 60631-2801

January 29, 2019

Project No: 28705.01.00

Invoice No: 0211925

Morton Grove-Niles Water Commission
Village of Niles Village Hall
1000 Civic Center Drive
Niles, IL 60714

Invoice Total \$738.00

Attention: Accounts Payable

For: MGNWC Water Rate Study - Resolution NO. 18-55

Professional Services from December 2, 2018 to December 29, 2018

Package	001	Analysis and Development Report
Deliverable	PH001	Water Rate Report

Professional Personnel

	Hours	Rate	Amount	
BC-20	3.00	246.00	738.00	
Totals	3.00		738.00	
Total Labor				738.00
		Total this Deliverable		\$738.00
		Total this Package		\$738.00

Billing Limits	Current	Prior	To-Date
Total Billings	738.00	16,419.00	17,157.00
Limit			17,900.00
Remaining			743.00

TOTAL THIS INVOICE \$738.00

If you have any questions regarding this invoice, please contact
Larry Thomas at 773-714-2015 or Amy at 563-264-6419.

TPB Professional Consulting

INVOICE

5823 Capulina Ave
Morton Grove, IL 60053
(847) 521-6366

INVOICE #	00620
INVOICE DATE	2/10/19
TERMS	Net 30

BILL TO:
Morton Grove Niles Water Commission

Hours	DESCRIPTION	Hourly Wage	AMOUNT
10.0	Website & Newsletter Management	\$45.00	\$450.00
		SUBTOTAL	\$450.00
			\$450.00
			PAY THIS AMOUNT

MAKE ALL CHECKS PAYABLE TO:
TPB Professional Consulting
5823 Capulina Ave
Morton Grove, IL 60053



412 S. Prindle Avenue
Arlington Heights, IL 60004
www.wrblc.com

Phone: 847-398-8399
Fax: 847-394-4456
E-mail: bill@wrblc.com

INVOICE 019-004
January 2019 Services

February 1, 2019

Mr. Steven Vinezeano, Chairman
Morton Grove-Niles Water Commission
c/o Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Re Professional Services, Lake Michigan Water Supply Project January, 2019

KEY: Scope of Services and Codes (Resolution 17-18)

- A. Governmental Approvals
- B. MGNWC General Administration
- C. Project Financing and finance matters
- D. Project Engineering
- E. Remediation, 7900 Nagle and 2525 Church
- F. Project Bidding
- G. Construction Activities/Permits

January 2-4, 2019 22.50 hours

Audit request for Capitalization and investment policies; construction observation Church, Nagle; operating budget format to accountant; L Thomas meeting, Manager construction briefing vertical structures; daily monitoring chlorine residuals based on Chicago threat; set up invoicing scenario with accountant; water proofing options

- A
- B 8
- C 12
- D.
- E.
- F.
- G. 2.25

January 7-11,2019 33.5 hours

Outline for operating SOP's ;Nagle foundation issues; meter calibration;consts for contract #4 lining and options to temporary service line; increased request from Morton Grove for additional flow to north reservoir; north reservoir valve issue; no need for MWRD construction easement- all work to be inside by Feb; emergency repair DiMeo, Bolder; MG to 5/3 conversion discussions; commissioning meeting; manager construction meeting;track down locator as builts; building key card issues;contract 12 development; sidewalk snow plow demand in Skokie;

- A. 2
- B. 13.5
- C. 3
- D. 5
- E.
- F. 3
- G 7

January 14-18,2019 33.25 hours

Skokie trans systems invoices; S. Bus purchasing manual; contract bidding development w Larry Chris Ulm; Member cost share allocation and calendar contract 12;Agenda prep and Managers construction meeting; Tom Powers de brief on operations; MG Golden Anderson valve performance and maintenance; 7900 Nagle ground water and CLSM; disposition of by-line account- return to members; extra work payments due the Commission;

- A.
- B. 15
- C. 5
- D. 3.25
- E.
- F.
- G. 10

January 21-25 30.75 hours

Agenda prep and distribution, MGNWC monthly meeting;ID SCADA consultant; tank logo issue status; vertical structures meetings; 2019 restart schedule and coordination issues; weekly Chicago water purchase reporting; Commissioning meeting, Manager construction meeting; Contract bid ads;

- A. 1.5
- B.20.25
- C. 4
- D. 3
- E.
- F.
- G. 2

January 28-31, 2019 32.5 hours

Website update issues; Jeff M inquiry re impact of additional water purchases and rate study; MG weekly water use reports update; 7900 Nagle Landscaping modification issues; Kate bid solicitation direct mail issues contract 12; organization working files ; Managers construction briefing; purchasing manual;

A. 1

B.17

C.5

D.5.25

E.

F.

G. 4

Total hours for the month: hours

152.5 hours x \$185 = \$ 28,212.50

12% overhead = \$ 3,385.50

Total: \$ 31,598.00

Please Pay this amount: \$ 31,598.00 Thank you



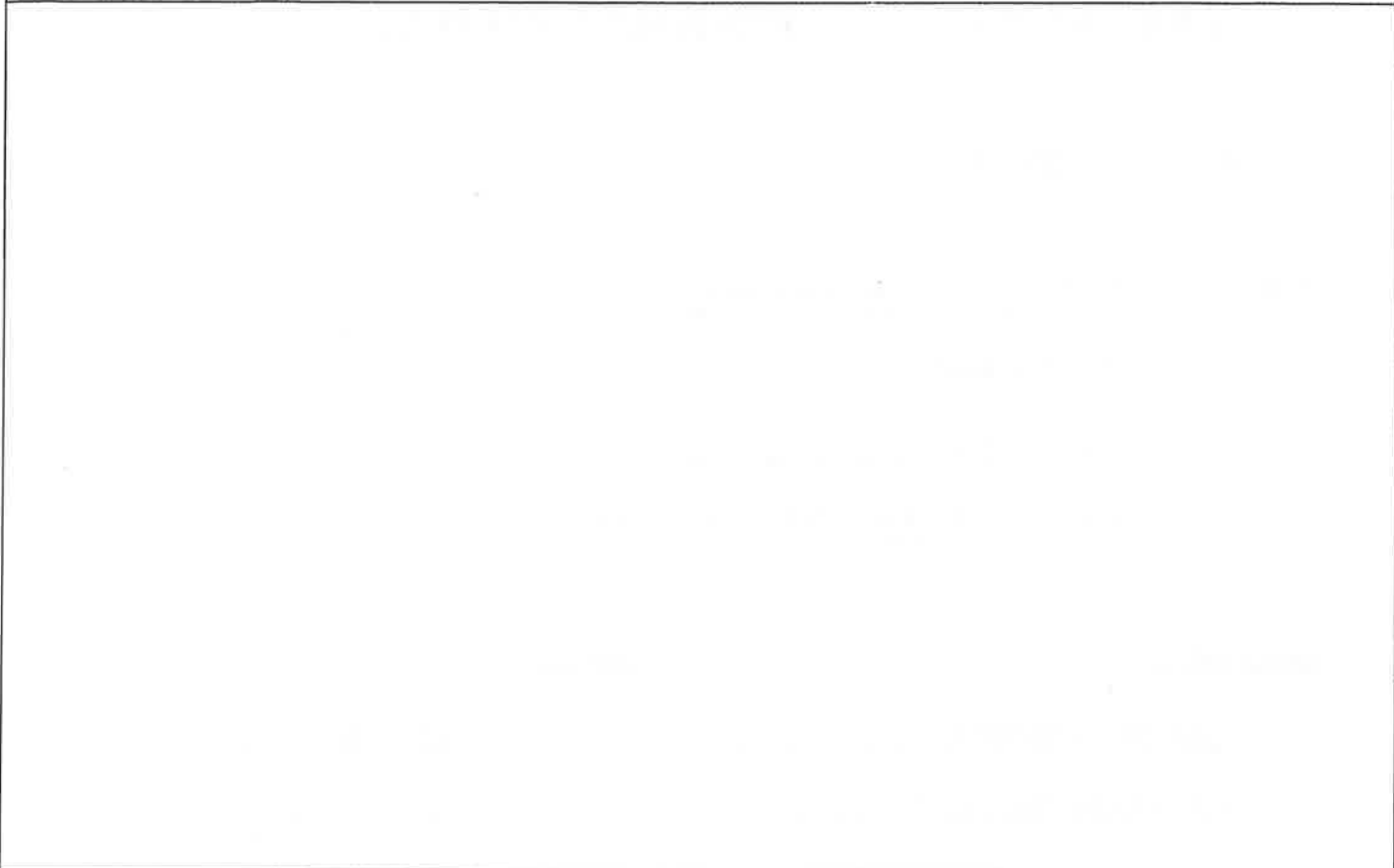
Village of Niles
 1000 Civic Center Drive
 Niles, IL 60714
 AccountsReivable@VNiles.com

Invoice Date: 02/14/2019

Customer Number: 56

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
Morton Grove Niles Water Commission	1	\$19,652.00	EACH	\$19,652.00	\$0.00	\$0.00	\$19,652.00

January 2019 Monthly Installment for MGNWC Operations contract.



IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE VILLAGE OF NILES FINANCE
 DEPT. MONDAY-FRIDAY 8:30 AM - 5:00 PM
 847-588-8000

Invoice Total:

\$19,652.00

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

Mail your remittance to:



Village of Niles
 Finance Department
 1000 Civic Center Drive
 Niles, IL 60714
 AccountsReivable@VNiles.com

INVOICE

Invoice Date	Invoice No.
02/14/2019	176
Customer Number	
56	
Invoice Total Due	
\$19,652.00	
Amount Paid	

56
 Morton Grove Niles Water Commission
 1000 Civic Center Drive
 Niles, IL 60714

TERMS NET 30 DAYS



REQUEST TO BILL

Date: 2/11/2019

Bill To: Morton Grove Niles Water Commission

1000 Civic Center

Niles, IL 60714

Attention: William Balling, MGNWC Superintendent

Description:

Amount:

January Monthly Installment

\$ 19,652.00

Dates of Service 1/1/19 to 1/31/19

Total:

\$ 19,652.00

Authorized Signature

RESOLUTION 19-01

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CONTRACT NO. 12 ENTITLED “CONTRACT 12 - MGNWC RESERVOIR CONTROL VALVE REPLACEMENT MGNWC WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT” BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND GASKILL & WALTON CONSTRUCTION COMPANY

WHEREAS, the Morton Grove Niles Water Commission, located in Cook County, Illinois (“MGNWC”), has been established to operate a public water supply system (the "System") by an intergovernmental agreement adopted by the Village of Morton Grove and the Village of Niles pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the MGNWC further operates in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution;

WHEREAS, the MGNWC Board of Commissioners has determined that it is advisable, necessary and in the best of the MGNWC to acquire property and construct water transmission mains and facility improvements including new water main lines, pump stations and a water storage standpipe, and to rehabilitate certain existing water main lines to construct and operate a public water supply system that connects the Villages of Morton Grove and Niles to the MGNWC’s future water supplier, the city of Evanston (“the MGNWC Water Transmission Main and Facility Improvements Project” or the “Project”); and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$96,200,000.00; and

WHEREAS, on January 30, 2019 the MGNWC posted its Advertisement for Bids for Contract No. 12, entitled “MGNWC Reservoir Control Valve Replacement, MGNWC Water Transmission Main and Facility Improvements Project” for the removal of: existing 12-inch and 16-inch fill valves, concrete and asphalt drive, meter vault, and sanitary sewer; and construction of: a valve vault with associated appurtenances and 16-inch fill valve, a 12-inch fill valve, a 12-inch and 16-inch meter and vault, a 12-inch and 16-inch calibration vault, sanitary sewer, concrete and asphalt drives, and curbing outside of Morton Grove North Station with six alternatives for additional work, and on February 21, 2019, the MGNWC received and opened bids for Contract No. 12; and

WHEREAS, based its review of the bids and discussions with representatives of the Villages of Niles and Morton Grove, the Project Engineer, Stanley Consultants, Inc. has recommended awarding Contract No. 12 to the apparent lowest responsive and responsible bidder GASKILL & WALTON CONSTRUCTION COMPANY with a base bid of \$798,000 and a total bid inclusive of Alternates 3 and 6 of \$1,044,680.00. The Village of Niles shall reimburse the MGNWC for the costs of Alternative 3, and the Village of Morton Grove shall reimburse the MGNWC for the cost of Alternative 6. Alternates 1, 2, 4, and 5 will not be included in the contract work; and

WHEREAS, Stanley Consultants, Inc. has opined that Gaskill & Walton Construction’s bid documents adequately meet the bid requirements, and Gaskill & Walton Construction Company is capable of successfully completing the contract work.

WHEREAS, the MGNWC Board and GASKILL & WALTON CONSTRUCTION COMPANY have agreed to the terms of Contract No. 12. attached hereto as **Exhibit A**; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to enter into Contract No. 10 pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into Contract No. 12 is in the best interests of the MGNWC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorize the approval of the economic terms and the attached form of Contract No. 12, entitled “MGNWC Reservoir Control Valve Replacement, MGNWC Water Transmission Main and Facility Improvements Project” between the MGNWC and GASKILL & WALTON CONSTRUCTION COMPANY, (the “Agreement”) for the purposes set forth in the Agreement, attached hereto as **Exhibit A**. The MGNWC Board authorize and direct the Chair, or his/her designee, and the Clerk to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC’S obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 28 day of February 2019 pursuant to a roll call vote as follows:

AYES: John Pietron and Mark Fowler
NAYS: None
ABSENT: Steven Vinezeano

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 28 day of February 2019 and approved by the Chair, and attested by the Clerk on the same day.

_ Mark Fowler, Chair Pro Tem

ATTEST:

John Pietron, Clerk

Exhibit A

**CONTRACT NO. 12 ENTITLED "CONTRACT 12 - MGNWC RESERVOIR CONTROL VALVE
REPLACEMENT MGNWC WATER TRANSMISSION MAIN AND FACILITY IMPROVEMENTS PROJECT
(attached)**

THIS AGREEMENT is by and between the Morton Grove – Niles Water Commission (Owner) and Gaskill & Walton Construction Co. (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Contract 12 - MGNWC Reservoir Control Valve Replacement. It includes the following:

BASE BID - MORTON GROVE NORTH PUMP STATION MODIFICATIONS - Removal of existing 12-inch and 16-inch fill valves, concrete and asphalt drive, meter vault, and sanitary sewer. Construction of a valve vault with associated appurtenances and 16-inch fill valve, a 12-inch fill valve, a 12-inch and 16-inch meter and vault, a 12-inch and 16-inch calibration vault, sanitary sewer, concrete and asphalt drives, and curbing outside of Morton Grove North Station. Site work includes, but is not limited to, structural, electrical, mechanical, controls, piping, associated appurtenances, and restoration associated with modifications to Morton Grove North Station.

ALTERNATIVE 1 – REMOVED FROM AGREEMENT

ALTERNATIVE 2 - REMOVED FROM AGREEMENT

ALTERNATIVE 3 - NILES BUILDING B RESERVOIR 4 FILL LINE AND RESERVOIR 1 FILL VALVE - Demolition of the two existing 12-inch reservoir fill lines and existing steel plate in floor and construction of two new 12-inch reservoir fill lines with two associated 12-inch fill valves and installation of fiber glass plank in the floor inside of Building B in Niles. Work for this Alternative also comprised the demolition and installation of a gate valve, spool piece, and coupling adapter inside the galley ways between Reservoirs 1 and 3 and Reservoirs 3 and 4. Site work includes, but is not limited to, structural, electrical, controls, piping, associated appurtenances, and restoration associated with modifications inside of Building B and the galley ways between Reservoirs 1 and 3 and Reservoirs 3 and 4.

ALTERNATIVE 4 - REMOVED FROM AGREEMENT

ALTERNATIVE 5 - REMOVED FROM AGREEMENT

ALTERNATIVE 6 - MORTON GROVE SOUTH PUMP STATION MODIFICATIONS - Demolition of a 12-inch reservoir fill line with associated 12-inch fill valve and the construction of a 12-inch reservoir fill line with associated 12-inch fill valve inside of Morton Grove South Station. Site work includes, but is not limited to, structural, electrical, controls, piping, associated appurtenances, and restoration associated with modifications inside of Morton Grove South Station.

ARTICLE 2 - THE PROJECT

2.1 The Project for which Work under these Contract Documents is only a part is generally described as MGNWC Water Transmission Main and Facility Improvements Project.

ARTICLE 3 - ENGINEER

3.1 The Project has been designed by Stanley Consultants, Inc. and its subconsultants.

3.2 The Owner has retained Stanley Consultants, Inc. (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 *Time of the Essence.* All time limits for Milestones, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Durations.*

A. Substantial Completion: The Work will be substantially completed October 31, 2019.

B. Final Completion: Complete all aspects of the Work and be ready for final payment in accordance with paragraph 15.06 of the General Conditions by December 31, 2019.

4.3 *Liquidated Damages.* Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract.

The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- A. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete.
- B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
- C. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and Final Completion are additive and will be imposed concurrently.
- D. Specific work restriction dates to pavement restoration, as defined in the current edition of the Standard Specifications for Road and Bridge Construction, will be considered by the Owner if a pavement restoration milestone is not met.

4.4 *Special Damages.* In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

4.5 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. BASE BID - MORTON GROVE NORTH PUMP STATION MODIFICATIONS
Seven Hundred Ninety-Eight Thousand and no/100 Dollars (\$798,000.00).
- B. ALTERNATIVE 3 - NILES BUILDING B RESERVOIR 4 FILL LINE AND RESERVOIR 1 FILL VALVE
One Hundred Thirty-Three Thousand Four Hundred and no/100 Dollars (\$133,400.00).
- C. ALTERNATIVE 6 - MORTON GROVE SOUTH PUMP STATION MODIFICATIONS
One Hundred Thirteen Thousand Two Hundred Eighty and no/100 Dollars (\$113,280.00).

ARTICLE 6 - PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments.* Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
1. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 2. 50% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts set off by Owner pursuant to paragraph 15.01. E. of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

6.4 *Pre-Procured Materials.* The Owner will directly pay the supplier for Pre-Procured Materials delivered to the Site inclusive of suppliers' delivery costs.

ARTICLE 7 - INTEREST

7.1 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

ARTICLE 9 - CONTRACT DOCUMENTS

9.1 *Contents:* The Contract Documents consist of the following:

- A. This Agreement.
- B. General Conditions.
- C. Supplementary Conditions.
- D. Specifications as listed in Project Manual table of contents.
- E. Drawings as listed on the Drawing List.
- F. Addendum 1.
- G. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Performance Bond.
 - b. Payment Bond.
 - c. Notice to Proceed.
 - d. Instructions to Contractors.
 - e. Change Orders.
 - f. Field Orders.

9.2 The documents listed in paragraph 9.1 are attached to this Agreement (except as expressly noted otherwise above).

9.3 There are no Contract Documents other than those listed above in this Article 9.

9.4 The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.2 *Assignment of Contract.* Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns.* Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certification.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 *Other Provisions.* Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner is the party that has furnished said General Conditions, and has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

10.7 *Pre-procured Materials.* Contractor is not responsible for project delays caused by failure of pipe, fittings, and valve suppliers to deliver pre-procured products as needed for the timely completion of the Work unless Contractor fails to provide adequate notice of delivery requirements to the suppliers as stipulated by the suppliers prior to the start of the Work.

10.8 *Non-Discrimination.* The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, 2019 (which is the Effective Date of the Agreement).

OWNER:
Morton Grove – Niles Water Commission

CONTRACTOR:
Gaskill & Walton Construction Company

By: _____

By: _____

Title: _____

Title: _____

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

1000 Civic Center Drive
Niles, Illinois 60714

P.O. Box 367
Chicago Heights, Illinois 60411

END OF DOCUMENT

**MORTON GROVE-NILES WATER
COMMISSION, ILLINOIS**

ANNUAL FINANCIAL REPORT

**FOR THE TEN MONTHS ENDED
DECEMBER 31, 2017**

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

January 2, 2019

Members of the Board of Commissioners
Morton Grove-Niles Water Commission, Illinois

We have audited the accompanying financial statements of the Morton Grove-Niles Water Commission, Illinois, as of and for the ten months ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Morton Grove-Niles Water Commission, Illinois, as of December 31, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

MORTON GROVE NILES WATER COMMISSION
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2017

The Morton Grove Niles Water Commission (the Commission) Management's Discussion and Analysis is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the Commission's financial activity, (3) identify changes in the Commission's financial position (its ability to address the next and subsequent year challenges), (4) identify any material deviations from the financial plan (the approved budget), and (5) identify individual issues and concerns.

Since the Management's Discussion and Analysis (MD&A) is also designed to focus on the current year's activities, resulting changes and currently known facts, please read it in conjunction with the Commission's financial statements.

FINANCIAL HIGHLIGHTS

- The Commission's net position decreased by \$759,947 in 2017 created an ending net position of (\$759,947).
- During the year, the Commission incurred \$6,154,658 of capitalized engineering costs related to the design of the water system.
- As of December 31, 2017, the Commission maintained \$976,590 in cash and investments.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the Commission's basic financial statements. The basic financial statements are comprised of two components:

- Fund financial statements
- Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Commission uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The Commission is unique to many governments since it is an entity with only one fund, proprietary in nature.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary and other information concerning the Commission's progress in funding its obligation to provide pension benefits to its employees.

FINANCIAL ANALYSIS OF THE COMMISSION

Table 1 – Condensed Statement of Net Position

	<u>2017</u>
Capital Assets, net of depreciation	\$6,154,658
Current and other assets	<u>5,522,209</u>
Total Assets	<u>11,676,867</u>
Other liabilities	936,036
Noncurrent Liabilities	<u>11,500,778</u>
Total Liabilities	<u>12,436,814</u>
Net Investment in Capital Assets	1,612,527
Unrestricted Net position	<u>(2,372,474)</u>
Total Net position	<u>(759,947)</u>

Table 2 – Condensed Statement of Changes in Net Position

	<u>2017</u>
Operations	
Sale of Water	<u>\$ 0</u>
Total Operating Revenues	<u>0</u>
Operating Expenses	
Administration	759,947
Depreciation	<u>0</u>
Total Operating Expenses	<u>759,947</u>
Increase/(Decrease) in Net Position	<u>(\$ 759,947)</u>

As the Commission is still in construction phase, there is no revenues from the sale of water.

(See independent auditor's report)

The total administrative expenses for the Commission were \$759,947. These costs include contract costs for superintendent, insurance and other administrative costs.

Budgetary Highlights

There were no amendments to the Commission's budget. For the current year, operating revenue received was under budget by \$5,883,113. This was due the board approving to refund the Municipal Contributions and therefore they are not classified as revenues. The Commission was over budget by \$1,801,439 for operating expenses including capitalized expenses of \$6,154,658. The over budget situation was caused by expenditures made by the member districts in prior year being submitted to the commission for reimbursement that were not expected.

Capital Assets

By the end of 2017, the Commission had invested \$6.2 million in engineering and other design costs, for approximately eight (8) miles of water transmission main from the City of Evanston at McCormick and Emerson to the Member points of delivery, three vertical structures including two pumping stations located in Evanston and Morton Grove, and one seven (7) million gallon reservoir located in Morton Grove. Detail of Capital Assets can be found in Note 3.

As we are still in design phase, there was no depreciation expense in the year.

Long Term Debt

The Commission is utilizing long term debt to finance the construction of the water system of the Commission. As of December 31, 2017, the Commission had \$4,542,131 of Illinois Environmental Protection Commission Loans outstanding. Detail of Long Term Debt can be found Note 3.

Factors Bearing on the Commission's Future

The Commission is in development phase of the transmission system with construction to occur in 2018 and 2019. The goal is to have water delivered in late 2018 or early 2019, and partial supply of potable water commenced December 27, 2018. The project will be financed by two debt instruments. One is Alternate Revenue Bond for \$25,000,000 that was issued in early 2018. The second is a Loan with the Illinois Environmental Protection Agency in the approximate amount of \$75,000,000. The notes have several covenants regarding rates and sinking accounts.

CONTACTING THE COMMISSION'S FINANCIAL MANAGEMENT

This financial report is designed to provide our customers, investors and creditors with a general overview of the Commission's finances and to demonstrate the Commission's accountability for the money it receives. Questions concerning this report or requests for additional financial information should be forwarded to the Morton Grove Niles Water Commission, One Civic Center Drive, Niles, Illinois 60714.

BASIC FINANCIAL STATEMENTS

MORTON GROVE-NILES WATER COMMISION, ILLINOIS

**Statement of Net Position
December 31, 2017**

ASSETS	
Current Assets	
Cash and Investments	\$ 976,590
Due from Other Governments	
IEPA Receivable	4,542,131
Prepays	3,488
Total Current Assets	<u>5,522,209</u>
Noncurrent Assets	
Capital Assets	
Nondepreciable Capital Assets	6,154,658
Total Assets	<u>11,676,867</u>
LIABILITIES	
Current Liabilities	
Accounts Payable	<u>936,036</u>
Noncurrent Liabilities	
Due to Members	6,958,647
IEPA Loan Payable	4,542,131
Total Noncurrent Liabilities	<u>11,500,778</u>
Total Liabilities	<u>12,436,814</u>
NET POSITION	
Net Position	
Net Investment in Capital Assets	1,612,527
Unrestricted	<u>(2,372,474)</u>
Total Net Position	<u><u>(759,947)</u></u>

The notes to the financial statements are an integral part of this statement.

MORTON GROVE-NILES WATER COMMISION, ILLINOIS

**Statement of Revenues, Expenses and Changes in Net Position
For the Ten Months Ended December 31, 2017**

	Final		Actual
	Original	Final	
Operating Revenues			
Water Sales	\$ -	-	-
Municipal Contribution	5,873,113	5,873,113	-
Other	10,000	10,000	-
Total Operating Revenues	<u>5,883,113</u>	<u>5,883,113</u>	-
Expenses			
Operations	5,873,113	5,873,113	759,947
Depreciation	-	-	-
Total Operating Expenses	<u>5,873,113</u>	<u>5,873,113</u>	<u>759,947</u>
Change in Net Position	<u>10,000</u>	<u>10,000</u>	(759,947)
Net Position			
Beginning			<u>-</u>
Ending			<u>(759,947)</u>

The notes to the financial statements are an integral part of this statement.

MORTON GROVE-NILES WATER COMMISION, ILLINOIS

**Statement of Cash Flows
For the Ten Months Ended December 31, 2017**

Cash Flows from Operating Activities	
Receipts from Customers and Users	\$ (4,545,619)
Payment to Suppliers	7,134,736
	<u>2,589,117</u>
Cash Flows from Capital and Related Financing Activities	
Purchase of Capital Assets	(6,154,658)
Debt Issuance	4,542,131
	<u>(1,612,527)</u>
Net Change in Cash and Cash Equivalents	976,590
Cash and Cash Equivalents	
Beginning	<u>-</u>
Ending	<u>976,590</u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities	
Operating Income (Loss)	(759,947)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:	
(Increase) Decrease in Current Assets	(4,545,619)
Increase (Decrease) in Current Liabilities	<u>7,894,683</u>
Net Cash Provided by Operating Activities	<u>2,589,117</u>

The notes to the financial statements are an integral part of this statement.

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Morton Grove-Niles Water Commission (the Commission) was formed in March of 2017 to design, construct, finance and operate a regional water supply system that transports and delivers clean, safe and affordable Lake Michigan water to the Villages of Morton Grove and Niles. The water supply comes from the City of Evanston. The Commission is invested in long-term water supply planning and management at stabilized rates that allow for needed infrastructure improvements.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Commission's accounting policies established in GAAP and used by the Commission are described below.

REPORTING ENTITY

The Commission is considered to be a primary government pursuant to GASB Statement No. 14 as amended by GASB Statement No. 61 since it is legally separate and fiscally independent. These financial statements include all functions, programs, and activities under the control of the Board of Commissioners.

As required by GAAP, these financial statements present the Commission and its component units, entities for which the Commission is considered to be financially accountable. There are no component units of the Commission, and the Commission should not be included as a component unit of any of its members.

BASIS OF PRESENTATION

In the Statement of Net Position, the Commission's activities are reported on a full accrual, economic resources basis, which recognizes all long-term assets and receivables as well as long-term liabilities obligations.

The Commission uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

The Commission utilizes a single proprietary fund. Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities are provided to outside parties.

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement Focus

All proprietary funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with their activities are reported. Proprietary fund equity is classified as net position.

Basis of Accounting

The Commission’s basic financial statements are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Commission are charges to customers for services. Operating expenses include the cost of services, administrative expenses, and depreciation and amortization on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

ASSETS, LIABILITIES, AND NET POSITION OR EQUITY

Cash and Investments

For the purpose of the Statement of Net Position, the cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of purchase. For the purpose of the proprietary funds’ Statement of Cash Flows, cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Commission categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Commission has no investments at year-end.

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS, LIABILITIES, AND NET POSITION OR EQUITY – Continued

Prepays

Payments made to vendors for services that will benefit periods beyond the date of this report are recorded as prepaids.

Capital Assets

Capital assets purchased or acquired are reported at historical cost or estimated historical cost. Renovations to buildings and land improvements that significantly increase the value or extend the useful life of the structure are capitalized. Routine repairs and maintenance are charged to operating expense in the year in which the expense was incurred. Donated capital assets are recorded at estimated fair market value at the date of donation.

Long-Term Obligations

In the financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable business-type activities or proprietary fund type Statement of Net Position. Bond premiums and discounts, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in two components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Unrestricted – All other net position balances that do not meet the definition of “net investment in capital assets.”

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with generally accepted accounting principles. The Commission shall operate within a Balanced Budget in each fiscal year. Not later than forty-five (45) days before the end of each fiscal year, the Superintendent must submit to the Board the proposed Balanced Budget for the next fiscal year. “Balanced Budget” means, with respect to a fiscal year, a budget in each case approved by the Board in which (i) the amount of projected revenues and the amount of projected expenses are equal, and (ii) any prior year encumbrance is reflected in such budget as an expense which is offset by a corresponding prior year fund balance relating to such expense included in such budget.

NOTE 3 – DETAILED NOTES ON THE BASIC FINANCIAL STATEMENTS

DEPOSITS AND INVESTMENTS

Permitted Deposits and Investments – Statutes authorize the Commission to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services.

Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Commission’s deposits totaled \$976,590 and the bank balances totaled \$116,461.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Commission does not have a formal investment policy regarding interest rate risk.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Commission does not have a formal investment policy regarding interest rate risk.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Commission’s deposits may not be returned to it. The Commission does not have a formal investment policy regarding custodial credit risk for deposits. At year end, the entire bank balance was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that, in the event of the failure of the counterparty, the Commission will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Commission does not have a formal investment policy regarding custodial credit risk for investments. At December 31, 2017, the Commission’s does not have any investments.

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 3 – DETAILED NOTES ON THE BASIC FINANCIAL STATEMENTS – Continued

DEPOSITS AND INVESTMENTS – Continued

Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Concentration of Credit Risk. This is the risk of loss attributed to the magnitude of the Commission's investment in a single issuer. At year-end, the Commission does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

CAPITAL ASSETS

The following is a summary of capital assets as of the date of this report:

	Beginning Balances	Additions	Deletions	Ending Balances
Nondepreciable Capital Assets				
Construction in Progress	\$ -	6,154,658	-	6,154,658

LONG-TERM DEBT

IEPA Loans Payable

The Commission has entered into loan agreements with the IEPA to provide low interest financing for capital improvements. Final repayment schedule for the IEPA Loans Payable of 2017 is not available at the time of the issuance of this report. IEPA loans currently outstanding are as follows:

Issue	Beginning Balances	Issuances	Retirements	Ending Balances
Illinois Environmental Protection Agency (IEPA) Loan Payable of 2017, due in annual installments of including interest at 1.76% through January 1, 2039.	\$ -	4,542,131	-	4,542,131

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 3 – DETAILED NOTES ON THE BASIC FINANCIAL STATEMENTS – Continued

LONG-TERM DEBT – Continued

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Business-Type Activities					
IEPA Loans Payable	\$ -	4,542,131	-	4,542,131	-

NET POSITION CLASSIFICATION

Net investment in capital assets was comprised of the following as of December 31, 2017:

Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 6,154,658
Less Capital Related Debt:	
IEPA Loan Payable of 2017	<u>(4,542,131)</u>
Net Investment in Capital Assets	<u>1,612,527</u>

MORTON GROVE-NILES WATER COMMISSION, ILLINOIS

Notes to the Financial Statements December 31, 2017

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Commission's employees. These risks are covered by commercial insurance. This is the first year of operations, therefore there has been no significant reduction in coverage in any program from coverage in the prior year. For all programs, settlement amounts have not exceeded insurance coverage for the current or prior year (from inception).

CONTINGENT LIABILITIES

Litigation

The Commission is not a defendant in any lawsuits.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Commission expects such amounts, if any, to be immaterial.

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

The Commission has evaluated its potential other postemployment benefits liability. The Commission does not have a health insurance policy and does not offer health insurance through the Commission, since the Commission currently has no employees, and thus there is no benefit to calculate in accordance with GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Therefore, the Commission has not recorded a liability as of December 31, 2017.

SUBSEQUENT EVENT

On March 6, 2018, the Commission issued \$25,000,000 of General Obligation Water (Alternate Revenue Source) Bonds, Series 20185A, due in annual installments of \$1,820,000 to \$2,750,000, plus interest at 4.00% to 5.00% through December 1, 2050.

On April 2, 2018, the Commission issued \$75,186,071 of Illinois Environmental Protection Agency Loans Payable at a fixed interest rate of 1.76%. Payments will be due semiannually through January 1, 2039.