



AGENDA
REGULAR MEETING
7:30 P.M. – April 14, 2025 (Monday)
113 Timber Trail, Island Lake, IL

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**
- 4. PRESENTATION & APPROVAL OF MINUTES**
 - a. Regular Meeting Minutes – March 10, 2025
- 5. TREASURER’S REPORT**
 - a. Quarterly Investment Report
- 6. MANAGER’S REPORT**
 - a. Operations Report
 - b. Engineering Report
 - c. Delinquent Accounts Report
- 7. TRUSTEE REPORTS**
- 8. LEGAL BUSINESS**
- 9. OLD BUSINESS**
- 10. NEW BUSINESS**
 - a. Audit Services Agreement with GW & Associates, PC
 - b. Approve Resolution Designating Surplus Property for Auction
 - c. Review Cost Share Requirements for Holiday Hills Phase 2A
 - d. Approve Revised Employee Policy Manual
 - e. Senior Discount
 - f. Review and Approve User Rate Ordinance and Volunteer Metered Billing Ordinance
- 11. MISCELLANEOUS CORRESPONDENCE**
 - a. MCCG Membership Meeting – The Rusty Nail, Ringwood, IL – Wednesday, April 23, 2025
- 12. APPROVAL OF BILLS**
- 13. OTHER BUSINESS**
 - a. Executive Session – Pending Litigation, Personnel, if needed

Posted to www.nmwrld.org – April 11, 2025



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NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

113 Timber Trail, Island Lake, Illinois 60042

REGULAR MEETING MINUTES

March 10, 2025

Present in person: **Trustees:** John Ragland, Timothy Brunn, Caretina Tellez, Ken Michaels
District Clerk: Elisa Fisher
District Manager: Mohammed Haque
Guests: Bartlett Durand
Lakemoor Resident: Kerri Danicic

President Michaels called the meeting to order at 7:30 p.m.

1. CALL TO ORDER:

Roll Call: Timothy Brunn – Present
John Ragland – Present
Caretina Tellez – Present
Ken Michaels – Present

2. **PLEDGE OF ALLEGIANCE:** Those present stood and pledged allegiance to the flag.

3. **PUBLIC COMMENTS:** *At this time, District President Michaels asked the Board if any Trustees objected to skipping to Agenda Item 10a regarding the Nutrient Trading Agreement so that Bartlett Durand could present himself and the program. With no objections, Mr. Durand addressed the board.*

Mr. Durand provided a brief summary of Nutrient Trading. Mr. Durand expressed his excitement to collaborate with Northern Moraine WRD on this initiative, noting that Northern Moraine WRD is the first in the state of Illinois to pursue such a program. He informed the Board about the costs associated with removing phosphorus from wastewater and explained the removal process. Additionally, he described how he is working with local farmers and partnering with wastewater facilities to implement the program.

4. PRESENTATION & APPROVAL OF MINUTES:

a. Regular Meeting, February 10, 2025

Motion by Trustee Brunn to approve the Regular Meeting minutes of February 10, 2024, as presented.

2nd by Trustee Ragland

4 ayes 0 nays 0 absent



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 10, 2025

5. TREASURER'S REPORT:

a. Approval of the Monthly Treasurer's Report for the month ending January 31, 2025

The Treasurer's Report was presented by Trustee Tellez.

Motion by Trustee Brunn to approve the Treasurer's Report for the month ending January 31, 2025, as presented.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Absent
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

6. MANAGER'S REPORT: None

7. TRUSTEE REPORTS: None

8. LEGAL BUSINESS: None

9. OLD BUSINESS:

Lakemoor resident Kerri Danicic was present, having applied for the open Lakemoor Trustee position. At this time, Trustee Ragland excused himself as the Board asked Ms. Danicic about her experience working with local government. Trustee Ragland returned to the room. President Michaels expressed to the Board that he would like all applications sent to the State Legislators.

District Manager Haque stated that the Board needed to make a recommendation for the appointment of trustees. President Michael asked if there were any motions to be made for recommending Tim Brunn and John Ragland for the open position as Trustees.

a. Trustee Appointment for the term beginning May 1, 2025, and ending April 30, 2028

Motion by Trustee Ragland to recommend forwarding the application of Tim Brunn to our representative legislators.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Abstain
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 1 abstain

MOTION CARRIED



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 10, 2025

b. Trustee Appointment for the term beginning May 1, 2025, and ending April 30, 2028
Motion by Trustee Brunn to recommend forwarding the application of John Ragland to our representative legislators.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Abstain
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 1 abstain **MOTION CARRIED**

10. NEW BUSINESS:

a. Nutrient Trading Agreement

Motion by Trustee Brunn to approve Nutrient Trading Agreement with McHenry County Conservation District and Approve Resolution Authorizing District Manager to enter into additional Nutrient Trading Agreement.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent **MOTION CARRIED**

b. Facility Plan & Decennial Committee Report

Motion by Trustee Ragland to the 2024 Facility Plan Update and Decennial Committee Reports and authorize the District Manager to submit to Lake and McHenry Counties.

2nd by Trustee Brunn

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent **MOTION CARRIED**

c. Payment Request #7 for the Holiday Hills / Le Villa Vaupell – Phase 2 Sewer Project

Motion by Trustee Brunn to approve Pay Request #7 in the amount of \$652,454.25 to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer Extension Project – Phase 2.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent **MOTION CARRIED**



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 10, 2025

d. Phosphorus Removal Chemical Appraisal Update Services Agreement

Motion by Trustee Brunn to award the bid to the lowest responsible and responsive bidder, Chemtrade Chemicals US, LLC, in the amount bid for phosphorus removal chemical for the 2025-26 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Chemtrade Chemicals US, LLC to supply phosphorus removal chemical for a one-year period beginning on May 1, 2025.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

e. Polymer for Solids Handling

No board action required

f. Replacement of e-One Pumps

Motion by Trustee Brunn award the bid to the lowest responsible and responsive bidder, Covalen Inc., in the amount bid for replacement of e-One pumps for the 2025-26 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Covalen Inc. to supply replacement e-One pumps and spare parts for a one-year period beginning on May 1, 2025 and authorize the District Manager to extend the contract for up to two additional years.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

g. Ordinance on User Rates and Metered Billing

Trustee Ragland expressed concern about raising the sewer bill for residents served by Northern Moraine WRD. President Michaels and Trustee Brunn shared their concerns as well but emphasized that, given the significant cost increases for operating the plant, a rate increase is necessary. There was also discussion about implementing metered rates for residents who use less than the average amount of water typically consumed by a family of four or more. President Michaels advised the Board that, for the metered rates to work effectively, the District would need to reach agreements with the surrounding villages. Additionally, President Michaels informed the Board that a couple residents had sent emails expressing concerns about the proposed rate increase.

Motion by President Michaels to Review and Approve Ordinance 25-02 for Sewer User Charges and establishing a Metered Billing Option for Residential Users.

2nd by Trustee Brunn

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 10, 2025

i. Resolution on Appointment of District Trustees

Motion by Trustee Brunn to Approve Resolution 25-04 amending Resolution 23-05 Relating to appointment of District Trustees.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

11. MISCELLANEOUS CORRESPONDENCE:

- a. MCCG March Membership Meeting – The Loft at Ethereal, Woodstock, IL – Wednesday, March 19, 2025

12. APPROVAL OF BILLS

Motion by Trustee Brunn to approve payment of bills for March 10, 2025, as presented, in the amount of \$804,685.19.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Ken Michaels – Aye

4 ayes 0 nays 0 absent

MOTION CARRIED

13. OTHER BUSINESS: None

ADJOURNMENT

Motion by President Michaels to adjourn the meeting at 8:47 p.m.
Unanimously approved on a voice vote



Treasurer Report

As of February 28, 2025

ASSETS

Current Assets

Checking/Savings

1015 · Cash on Hand	250.00
1016 · Chase - Checking	901,031.78
1018 · Chase - Savings	5,478.10
1020 · First Mid Bank Trust	1,126,759.44
1060 · IL Epay Funds	93,292.55
1070 · JP Morgan Securities	
1082 · Certificates of Deposit	
1082ba · 1082ba BANK AMERICA	100,000.00
1082bb · 1082bb GOLDMAN SACHS BK USA NEW	2,312.00
1082be · 1082be BEAL BK PLANO CD	100,000.00
1082bf · 1082bf HIGHLANDS CMNTY BK	100,000.00
1082b5 · 1082bg UNITED STATES TREASURY	96,204.13
1082bh · 1082bh UNITED STATES TREASURY	191,970.64
1082bi · 1082bi MERRICK BK SOUTH JORDAN	100,000.00
1082bj · 1082bj BRADESCO BAC FLA BK	100,000.00
Total 1082 · Certificates of Deposit	790,486.77
Total 1070 · JP Morgan Securities	790,486.77
Total Checking/Savings	2,917,298.64

Kenneth A. Michaels, Jr. - President

Date

Caretina Tellez - Treasurer

Date

NMWRD
Profit & Loss Budget vs. Actual
May 2024 through February 2025

	May '24 - Feb 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Property Tax Income	88,430.93	90,000.00	-1,569.07	98.3%
4090 · Replacement Tax Income	2,015.59	10,000.00	-7,984.41	20.2%
4300 · Sewer Permit Income	2,500.00	2,000.00	500.00	125.0%
4500 · Sewer Usage Income	2,943,498.20	3,187,200.00	-243,701.80	92.4%
4510 · Connection Fees	192,463.35	382,704.00	-190,240.65	50.3%
4520 · Penalty Income	99,426.68	90,000.00	9,426.68	110.5%
4600 · Refund Income	232.75	500.00	-267.25	46.6%
4730 · Interest Income	14,827.46	3,000.00	11,827.46	494.2%
4900 · Miscellaneous Income	12,754.80	1,000.00	11,754.80	1,275.5%
4910 · Hauled Waste Income	84,199.15	105,000.00	-20,800.85	80.2%
4930 · Engin. & Legal Rev. Fees	0.00	5,000.00	-5,000.00	0.0%
Total Income	3,440,348.91	3,876,404.00	-436,055.09	88.8%
Gross Profit	3,440,348.91	3,876,404.00	-436,055.09	88.8%
Expense				
5000 · Salaries	983,726.90	1,017,810.00	-34,083.10	96.7%
5010 · Payroll Tax Expense	60,762.95	76,340.00	-15,577.05	79.6%
5020 · Payroll Expenses-other	876.88	900.00	-23.12	97.4%
5030 · Employee Insurance	169,411.03	167,380.00	2,031.03	101.2%
5040 · Trainings & Seminars	16,017.41	21,500.00	-5,482.59	74.5%
5050 · Clothing Allowance	3,311.49	3,400.00	-88.51	97.4%
5060 · IMRF Employer Contribution Exp	47,951.52	76,890.00	-28,938.48	62.4%
5110 · Maintenance-Buildings	49,630.16	35,500.00	14,130.16	139.8%
5120 · Maintenance-Vehicles	20,451.32	8,000.00	12,451.32	255.6%
5130 · Maintenance-Equipment	24,283.80	45,000.00	-20,716.20	54.0%
5140 · Maintenance-Utility System	100,943.70	68,000.00	32,943.70	148.4%
5150 · Maintenance Supplies	714.87	3,000.00	-2,285.13	23.8%
5160 · Sludge Hauling	55,269.39	55,000.00	269.39	100.5%
5210 · Operating Supplies	7,314.34	8,000.00	-685.66	91.4%
5220 · Motor Fuel & Lube	8,396.76	14,000.00	-5,603.24	60.0%
5230 · Vehicle Supplies	1,221.88	2,600.00	-1,378.12	47.0%
5240 · Lab Supplies	10,997.52	20,000.00	-9,002.48	55.0%
5245 · Miscellaneous Equipment	811.22	2,000.00	-1,188.78	40.6%
5250 · Small Tools	944.49	1,200.00	-255.51	78.7%
5255 · Chemicals Expense	88,549.80	88,000.00	549.80	100.6%
5260 · Safety Equipment	13,575.03	10,500.00	3,075.03	129.3%
5320 · General Insurance	77,950.00	87,687.00	-9,737.00	88.9%
5330 · Telephone Expense	59,325.66	26,890.00	32,435.66	220.6%
5360 · Utilities	183,315.20	182,000.00	1,315.20	100.7%
5361 · Security System	11,429.40	11,700.00	-270.60	97.7%
5380 · Rentals	57.50	1,100.00	-1,042.50	5.2%
5390 · Travel Expense	1,129.98	5,000.00	-3,870.02	22.6%
5410 · Software Support	56,408.76	31,470.00	24,938.76	179.2%
5420 · Accounting Service	14,385.31	10,100.00	4,285.31	142.4%
5430 · Professional Lab Testing	8,354.00	8,000.00	354.00	104.4%
5435 · Julie Locate Expense	2,244.13	23,500.00	-21,255.87	9.5%
5440 · Engineering Services	0.00	6,000.00	-6,000.00	0.0%
5450 · Legal Expenses	93,417.50	76,500.00	16,917.50	122.1%
5460 · Permit Fees	566.46	18,000.00	-17,433.54	3.1%
5480 · Other Professional Services	156,274.70	137,800.00	18,474.70	113.4%
5510 · Office Supplies	9,309.20	8,000.00	1,309.20	116.4%
5520 · Postage	29,148.40	25,000.00	4,148.40	116.6%
5530 · Website Expense	541.56	2,000.00	-1,458.44	27.1%
5540 · Printing & Publishing	9,232.37	9,300.00	-67.63	99.3%
5550 · Publications & Subscriptions	985.37	200.00	785.37	492.7%
5560 · Membership Dues	9,242.44	4,380.00	4,862.44	211.0%
5630 · Bank Service Charges	9,426.06	12,600.00	-3,173.94	74.8%
5640 · Interest Expense	43,825.40	47,824.00	-3,998.60	91.6%
5710 · Miscellaneous Expense	172.65	500.00	-327.35	34.5%
5810 · Refunds	449.24	100.00	349.24	449.2%

3:03 PM

04/09/25

Accrual Basis

NMWRD
Profit & Loss Budget vs. Actual
May 2024 through February 2025

	May '24 - Feb 25	Budget	\$ Over Budget	% of Budget
Total Expense	2,442,353.75	2,460,671.00	-18,317.25	99.3%
Net Ordinary Income	997,995.16	1,415,733.00	-417,737.84	70.5%
Other Income/Expense				
Other Income				
4800 · Refund for Loss Claims	54,788.03			
4810 · Bond Proceeds & Interest	769,206.75	8,498,572.00	-7,729,365.25	9.1%
4995 · Grants & Contributions	2,512,576.61	7,094,027.02	-4,581,450.41	35.4%
Total Other Income	3,336,571.39	15,592,599.02	-12,256,027.63	21.4%
Other Expense				
6010 · Office Equipment over \$500	4,047.41	6,500.00	-2,452.59	62.3%
6030 · Capitalized Treatment Upgrade	3,658,798.77	13,446,000.00	-9,787,201.23	27.2%
6070 · Building Improvements	70,438.33	21,000.00	49,438.33	335.4%
Total Other Expense	3,733,284.51	13,473,500.00	-9,740,215.49	27.7%
Net Other Income	-396,713.12	2,119,099.02	-2,515,812.14	-18.7%
Net Income	601,282.04	3,534,832.02	-2,933,549.98	17.0%

Maturity / Expiration

Northern Moraine Wastewater Reclamation District

Report date as of Mar 31, 2025. Maturity Date as of Dec 31, 2026

Report run time: April 02, 2025 09:45 AM

Account	Cusip	Quantity	Description	Coupon Int Rate	Maturity/Exp Date Call Date	Pre-Refund Date	Price (\$)	Redemption Value (\$)	Moody Rating	State	YTM
... 5617 / Northern Moraine Wastewater	06051XGA4	100,000	BANK OF AMERICA N A C/D FDIC INS TO LIMITS	4.8	2025-07-31		100.1447	0.00	NONE		4.22
... 5617 / Northern Moraine Wastewater	07371BYP0	100,000	BEAL BK PLANO TEX CD 4.7 C/D FDIC INS TO LIMITS	4.75	2025-08-06		100.1379	0.00	NONE	TX	4.22
... 5617 / Northern Moraine Wastewater	912797MS3	100,000	UNITED STATES TREASURY BILL RE ISSUE 04/03/2025	0	2025-10-02		97.9318	100,000.00	NONE		4.13
... 5617 / Northern Moraine Wastewater	912797NA1	200,000	UNITED STATES TREASURY BILL	0	2025-10-30		97.6676	200,000.00	NONE		4.05
... 5617 / Northern Moraine Wastewater	43102GAF8	100,000	HIGHLANDS CMNTY BK COVINGTON VA C/D FDIC INS TO LIMITS	3.85	2026-01-30		99.7736	0.00	NONE		4.11
... 5617 / Northern Moraine Wastewater	10421ABK2	100,000	BRADESCO BAC FLA BK CORAL C/D FDIC INS TO LIMITS	4.2	2026-08-19		100.2018	0.00	NONE	FL	4.06
... 5617 / Northern Moraine Wastewater	59013K5L6	100,000	MERRICK BK SOUTH JORDAN UTAH C/D FDIC INS TO LIMITS	4.25	2026-09-10		100.2833	0.00	NONE		4.04
Total		800,000						300,000.00			

Report includes Account(s): ...5617

Please note disclosures and glossary included herein for important information about this report
We believe certain third party information contained in this material to be reliable, but we do not warrant its accuracy or completeness.

NMWRD Escrow Account(s) Summary
rev. Apr. 1st, 2025



Project	Village	Developer	Escrow Start	Total Funding	Draws	Balance as of Mar. 1st	Notes
Beech Street Senior Lofts	IL	Lincoln Avenue Capital	2/13/2023	\$ 5,000.00	2	\$ 1,740.00	Account Current
NOBO Provisioning Center	LM	BA/MA Lakemoor Property LLC	7/5/2023	\$ 2,500.00	4	\$ 1,062.50	Account Current
Kelley's Market	IL	Arc Design Resources, Inc.	10/27/2023	\$ 2,500.00	4	\$ 555.50	Account Current

Total Funding for All Escrow Accounts to Date	\$ 76,811.82
<i>**Since District re-established Escrow accounts in 2019.</i>	

NMWRD Holiday Hills / Le Villa Vaupell Connection Fee Loan Tracking
FY 2024-25



Account No	Address	Contract Charge	Principal	Interest	Payment	Contract Balance
4005704	1204 Sunset Drive	\$ 10,822.00	\$ 10,822.00	\$ 100.47	\$ (10,922.47)	\$ -
4005722	1404 Sunset Drive	\$ 10,822.00	\$ 206.86	\$ 464.85	\$ (620.04)	\$ 10,615.14
4005781	1522 Sunset Drive	\$ 10,822.00	\$ 10,822.00	\$ 216.83	\$ (11,038.83)	\$ -
4005785	2401 S Vaupell Drive	\$ 10,822.00	\$ 328.18	\$ 392.52	\$ (669.03)	\$ 10,493.82
4005793	2701 Holiday Drive	\$ 10,822.00	\$ 239.49	\$ 535.56	\$ (723.38)	\$ 10,582.51
4005802	3001 Holiday Drive	\$ 10,822.00	\$ 124.64	\$ 443.73	\$ (465.03)	\$ 10,639.93
Total		\$ 64,932.00	\$ 22,543.17	\$ 2,153.96	\$ (24,438.78)	\$ 42,331.40



April 14, 2025

To: NMWRD Board of Trustees

From: Mohammed Haque, District Manager

Subject: Manager's Report

Lift Station 6 Wet Well Rehabilitation Emergency

The District's Lakemoor Lift Station 6 is a 10' metal wet well that has started to show major signs of deterioration. As you may recall, we had originally planned on painting this lift station wet well but during the Lakemoor Lift Station upgrades they sandblasted it and found several weak points. This resulted in a credit to that contract for \$10,153.11. Since then, we have been trying to find solutions that added some structural integrity. The most cost effective solution we have found is Hydro Klean for an amount of \$102,305. This work will involve the District providing the bypass for the lift station. In an attempt to avoid such a costly rehabilitation, we recently tried to fix the wet well's most recent leak by a company called Enecon. The results of their work, while fixing the original hole, ended up showing that several other spots in the wet well were also problematic. A summary of their work is attached. Based on the structural lack of integrity of the lift station and the large service area, we recommend proceeding with Hydro Klean's rehabilitation with a 6" thick structural concrete liner for \$102,305.

Project Funding / Grants

We are currently using the \$2.5 million grant via US Representative Lauren Underwood and the \$2 million grant from the Advance McHenry ARPA for Holiday Hills Phase 2. The \$250,000 grant from US Senator Dick Durbin for the Emergency Generator is currently awaiting the delivery of the generator and blowers. We have also been informed that US Representative Bill Foster's \$959,752 grant has been approved for budget cycle 2024 and are working on getting the grant agreement. *We were also informed that Representative Bill Foster's request for budget cycle for 2025 for \$6.7 million to finish out the Holiday Hills project has been reduced to \$1,105,800, has been cancelled in the budget process along with all congressionally approved appropriations. In addition, the District was denied the cost share waiver on the \$959,752 grant for Holiday Hills Phase 2A. We are hoping to proceed with Phase 2A (per the Change Order approved in February) as soon as we make a decision on the cost share. We applied for CDBG funding through McHenry County, but did not make the final list of recipients. We have also made four grant applications for FY26 via US Senator Dick Durbin for the following projects.*

- Darrell Road Phase 1A - \$5 million
- Lift Station Upgrades - \$1.998 million
- UV Disinfection - \$1.723 million
- Nutrient Trading - \$1 million



Office Upgrades and Remodel

Board room remodel is complete with some minor touchups needed. We have moved to re-do the conference room. Progress photos are included in the engineer's update.

Nutrient Trading

We have been in discussions with the Illinois Farm Bureau, Illinois Corn Growers Association, Illinois Soybean Association, Lake County Forest Preserve District, McHenry County Conservation Districts, and several local farmers to partner with them on the first pilot. A grant in the amount of \$200,000 has been received from the Walton Family Foundation to continue to fund the administrative work related to getting this pilot off the ground and is being administered by CSWEA. We are in the process of setting up agreements for our first 2-3 trades and start building our pool of Nutrient Credits. In addition, this month, in partnership with the Association of Illinois Soil & Water Conservation Districts (AISWCD), we have applied for a \$2 million grant with the USEPA for Farmer to Farmer efforts to solve the Gulf Hypoxia issue. *The District was informed that we did not get the grant, however, we anticipate working with AISWCD to re-apply next year. Our first agreement has been signed with Haradan Farms and Stables, Inc. in Lake County for \$10 per lb of Phosphorus removed. A copy of the agreement is attached.*

Recently a House Bill was proposed that would allow phosphorus trading to happen between treatment plants, reducing the goals of our nutrient trading program between farmers and treatment plants. The bill sponsor has received numerous oppositions on the bill and we continue to monitor it. *It appears that this bill will not move forward.*

The District's program will be featured in a Circular Water Economy workshop to be held at the Monona Terrace in Madison, WI on May 28. The workshop is being co-hosted by CSWEA and Water Environment Federation and sponsored by the Walton Family Foundation.

It is estimated that our nutrient trading efforts will save the District from spending over \$10-12 million in capital projects that would be needed to get our effluent phosphorus and nitrogen reduced to future NPDES permit limits.

Local Government Efficiency Act (Decennial Committee) + Facility Plan + User Rate Study

We are working on finalizing the facility plan and holding our final meeting. I have reviewed several chapters of the new Facility Plan and am currently awaiting revisions. My review concluded that we have major work to do on several lift stations and we have initiated several critical items. *No comments have been received on the draft facility plan. The final facility plan is on the agenda for approval. Once approved, we will publish it and send copies to Lake and McHenry Counties.*



Lakeview Drive Bridge – Island Lake

We have sent a letter to the engineer, BLA, about the presence of sanitary sewer at the bridge. The Village is looking at potentially replacing the bridge. *We have not received a response yet. Construction is anticipated in 2026/2027.*

Woodmans [Force Main + Gravity Sewer Extension + Lift Station]

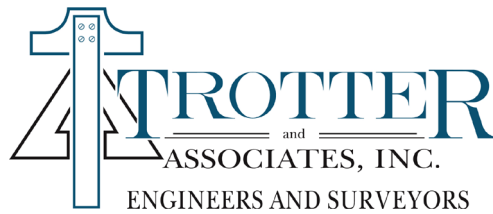
We have sent Lakemoor a request for the balance of the recorded easements. Second year's payment has been received. We have received a draft of an easement document for the property and have requested some revisions since it was for the water main only. *Easement documents were received this month and are currently being review. An invoice was sent for the 3rd loan payment that is due from the Village of Lakemoor.*

Wegner Road Stormwater Improvements – Nunda Township

We are currently waiting to hear back on the final design and bidding of this project.

Solar / Energy

We met with GIG Energy and their solar contractor. They have provided a solid proposal for a solar project with 7-9 year payback and 30% grants. Site survey has been completed and submitted to contractor. We have received a proposal from Infiniti Energy for a turnkey 715 kW system for \$2,019,655 (\$2.82/watt). *We are looking at alternative delivery and construction methods for the project.*



Memorandum

Date: January 29, 2025
To: Mohammed Haque, PE
From: Trotter and Associates, Inc.
Subject: Lakemoor LS No. 6 Wet Well Rehabilitation

The Northern Moraine Wastewater Reclamation District upgraded Lakemoor Lift Station No. 6 in 2023 as part of the Lakemoor Lift Station No. 1 and No. 6 Upgrades project. Lakemoor Lift Station No. 6 was originally constructed in 1997 with the Lakemoor Farms residential development. The lift station is located at the entrance to Heritage Community Park (32493 N Darrell Rd, Lakemoor, IL). The lift station is a 10' diameter steel wet well which was to be coated with Sherwin Williams Duraplate 6000 for corrosion protection. During sandblasting, pinhole openings were developing in the steel and groundwater was infiltrating the structure. Based on a visual inspection, it was determined that the structural integrity of the below grade structures need to be addressed based on the condition of the steel, so the holes were patched, and the coating application was stopped. Four rehabilitation alternatives were evaluated in 2024:

1. Sprayroq SprayWall self-priming polyurethane lining system
2. OBIC 5000 spray-applied polyurea lining system
3. FRP pipe insert rehabilitation
4. Monoform Plus Protective Liner System (concrete and HDPE liner)

The District's criteria for the selected rehabilitation method was low cost due to the emergency nature of the rehabilitation work that would extend the life of the below grade structures minimum 15-20 years. All of the listed alternatives will provide structural reinforcement to the wet well whereby the existing steel structure will no longer experience any structural loads. The high-build lining systems or pipe insert options will essentially be a new structure. These technologies allow minimal reduction of the inner diameter of the wet well in order to allow sufficient maintenance and operational space for the pumps. All of the options provide a long-term, corrosion-free solution.

After discussions with District staff, it is recommended that the District proceed with rehabilitation of Lakemoor Lift Station No. 6 wet well with the Monoform Plus Protective Liner System. The construction provides a brand-new structure. The installation produces a 6" thick, fully structural, stand-alone concrete liner that includes an HDPE corrosion barrier. The estimated project duration is less than 10 days. The cost of lining the wet well only is \$102,305.

Trotter and Associates recommends requesting board action to proceed with wet well lining for Lakemoor LS#6 as an emergency.



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: PQ000889
Order Date: 03/19/2024
Valid Until: 06/17/2024
Sales Person: Jake Nanti
Customer ID: 108149
Payment Terms: Net 30 Days

Job Site:

Northern Moraine, WRD
113 Timber Trail
Island Lake IL 60042
United States of America

Bill to:

Northern Moraine, WRD
113 Timber Trail
Island Lake IL 60042
United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

Projected probable project cost to perform the following tasks on a unit cost basis:

HK Solutions Group LLC will provide all labor, equipment, and material to completely rehabilitate one existing steel lift station wet well (10' dia. x 24 VF). The structure will be restored via installation of a 6" thick, high-strength (4,500 psi) monolithic concrete liner wall and base incorporating a 3mm Agru Ultra-Grip HDPE lining/corrosion barrier. The newly constructed liner will accommodate all inlet piping, force-main discharge piping, venting and any electrical/controls conduits. The new liner wall will terminate at steel tube elevation with the existing precast flat-top being reinstalled. All interior liner seams and unions will be internally welded and confirmed via spark/holiday testing. A separate charge for crew & equipment mobilization/demobilization is included with this proposal to cover travel time, fuel, crew lodging and per-diems.

Our only request is that the following be performed and/or provided by others. Bypass pumping through the duration of the liner installation, removal of pumps, pump bases, interior piping and controls, removal and salvage of existing precast flat-top, any modifications to any interior piping or plumbing required for liner installation (i.e. extending force-main discharge piping further into structure to accommodate concrete wall liner annulus), reinstallation of pump bases, pumps, guide-rails, controls, piping and reinstallation of existing flat-top

If active ground water infiltration is present and injection grouting is required prior to liner construction, HK Solutions Group will provide these services on a Time and Material basis as noted. HK Solutions Group will require truck and trailer access to the wet well location. Any additional costs for special state and/or local permits and licenses required to provide this service will be added as a separate line item to this proposal.

Variations in the work scope will require execution of a change order.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Crew & Equipment Mobilization/ Demobilization	1.0000	EACH	15,147.5000	15,147.50
	Monolithic Concrete Liner w/ Agru HDPE Ultra-Grip (10'D x 24VF)	1.0000	EACH	92,337.5000	92,337.50
	Infiltration Grouting Labor, Hourly	0.0000	HOURL	400.0000	0.00
	Infiltration Grouting Material, Gallon	0.0000	GALLON	125.0000	0.00
	5% Discount	1.0000	EACH	-5,180.0000	-5,180.00

***NOTE: Quote does not include any applicable taxes**

Prepared By: Jake Nanti
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

***Quote Total:** 102,305.00

Northern Moraine Wastewater Reclamation District
 Lakemoor LS#6 Wet well and valve vault rehabilitation
 Budget price - January 20, 2025

Item	Cost	Vendor
Mobilization/Demobilization	\$ -	
Remove & reinstall pipe and pumps	\$ 42,000.00	Mechanical - Dahme
Bypass Pumping (by District)	\$ 21,000.00	District
Empty & Clean wet well	\$ 3,150.00	Vac Services
Steel repairs	\$ -	Grouting T&M
Traffic Control, construction fencing	\$ 5,250.00	District?
Wet well Monolithic concrete liner with HDPE barrier; 6" annular wall	\$ 102,305.00	HK Solutions Group
Valve vault Monolithic concrete liner; no HDPE barrier	\$ 26,352.50	HK Solutions Group
Remove steel lids and install new concrete lids and hatches	\$ 31,500.00	General - Manusos
Reset electrical & controls	\$ 10,500.00	Electrician & Integrator
SUB TOTAL	\$ 242,057.50	
Contingency (5%)	\$ 12,102.88	
TOTAL	\$ 254,160.38	

Subject: LS6 - Wet Well Enecon Patch and Follow-up
Date: Monday, April 14, 2025 at 11:57:05 AM Central Daylight Time
From: Joe Lapastora <lapastora@nmwrd.org>
To: Mohammed Haque <haque@nmwrd.org>
CC: Jasmin Bait <jasmin@nmwrd.org>
Priority: High
Attachments: image001.png, image002.png, 2025-01-29 Board Action Memo_Lakemoor LS#6 Lining Rehabilitation.pdf

Mohammed,

I am sending an outline of the Enecon patching that was performed on Thursday, April 10th at our LS6 Lift Station. Enecon arrived on site around 9:30am and they were on-site until approximately 6:30pm that evening.

Through the course of 9-ish hours, Enecon performed several patches on the deteriorated section of the steel wet well. Although the goal was to perform one (1) single patch, there were a total of four (4) patches that were performed. This was due to the affected area being very thin and as soon as one hole was patched, another one would open up. After the fourth hole opened up, we decided to halt the patching attempts. Of note, we were successful in dramatically decreasing the infiltration into the wet well with the patches that were completed, as shown in the below photos.

Before patching:



After Patching:



At this time, I recommend we move forward quickly with the HK Solution relining effort (monoform concrete and HDPE liners) as the structural integrity of this wet well is very questionable. I have re-attached the most up-to-date Board Memo that TAI through together for us back in January for your review.

Let me know if you need any additional information.

Best,
Joe.

Joseph Lapastora E.I.T. | Northern Moraine WRD
113 Timber Trail
Island Lake, IL 60042
Lapastora@nmwrd.org
Cell: (847) 450-9885
Office: (847) 526-3300

WATER QUALITY TRADING PROGRAM AGREEMENT

BETWEEN

THE NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT

AND

Haraden Farms and Stables, Inc

This Agreement ("**Agreement**") is entered into as of _____ March 31 _____, 2025 (the "**Effective Date**"), by and between the Northern Moraine Wastewater Reclamation District, a sanitary district organized under the laws of the State of Illinois ("**District**"), and Robert Haraden, the owner or operator of [Haraden Farms and Stables, Inc] ("**Landowner**" or "**Farmer**").

The District and Landowner may collectively be referred to as the "**Parties**."

Section 1: Purpose.

The purpose of this Agreement is to establish a framework under which the Landowner will implement Best Management Practices ("**BMPs**") to reduce phosphorus levels within the watershed of the District. These practices aim to improve water quality, as part of the District's Water Quality Trading Program for Phosphorus Removal. In exchange, the District will compensate the Landowner for phosphorus reductions, as determined through the United States Environmental Protection Agency's ("**U.S. EPA**") proprietary Pollutant Load Estimation Tool ("**PLET**") or, if unavailable, other models approved by the Illinois Environmental Protection Agency ("**Illinois EPA**").

Section 2: Effective Date and Duration.

This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months. Thereafter, upon the expiration of the initial term, this Agreement will renew for successive twelve (12) month terms subject to the approval of the District Board of Trustees (the "**District Board**"), until terminated in accordance with the terms of this Agreement.

Section 3: Payment for Phosphorus Reduction.

The District agrees to pay Landowner/Farmer a total of \$10.00 per pound of phosphorus removed or reduced from the watershed as determined by a PLET model ("**Model**") run by the District in connection with Landowner/Farmer's implementation of BMPs. This reduction will be calculated by the District or its engineer based on information provided by Landowner/Farmer in accordance with Section 4 of this Agreement and modeled via the PLET.

The District shall not issue any payment until the District has determined, in its reasonable discretion, that Landowner/Farmer has fully complied with the terms of this Agreement, and specifically Section 4 of this Agreement. The District shall pay Landowner/Farmer within thirty

(30) days of the conclusion of the Model as described in Section 6. The District will submit all required information regarding the BMPs, payments, and verification records to the Illinois EPA for the District's permit compliance reporting.

Section 4: Landowner/Farmer's Responsibilities.

The Landowner agrees to the following responsibilities:

- A. **Implementation of BMPs.** The Landowner shall implement new BMPs starting from "Year 0" as described in the PLET model, with the aim of reducing phosphorus levels in the watershed. BMPs may include, but are not limited to, practices such as buffer strips, cover crops, nutrient management plans, and sediment control measures.
- B. **Data Submission.** The Landowner shall provide the District with all information required to determine the Year 0 baseline and to track the effectiveness of implemented BMPs. Required data may include, but is not limited to:
 - o Land use and crop data, including the types of crops grown, field sizes, and any non-cropped areas (e.g., conservation areas, buffer strips).
 - o Soil and topography data, including soil types, slope, and field characteristics.
 - o Details of farming practices (e.g., tillage methods, fertilizer application, irrigation practices).
 - o Information on existing or planned BMPs and their effectiveness.
 - o Geospatial data (GIS or other mapping tools) showing field boundaries for accurate pollutant load modeling.

The District has the right to request any additional data from Landowner/Farmer that it may reasonably require to ensure compliance with the District's permit compliance reporting, and Landowner/Farmer shall promptly comply with any such request for additional data. If Landowner/Farmer fails to comply with any such reasonable request for additional data within 30 days after such request (or such longer period to which the District may approve in writing), the District may take any reasonable action to ensure compliance with its permit obligations, including withholding any payment to Landowner/Farmer until compliance is established.

- C. **Proof of BMP Implementation.** Landowner/Farmer shall provide documentation, in a format that is acceptable to the District, confirming that the Landowner/Farmer BMPs, as described in Section 4.A and as outlined in the Model, are sufficiently implemented. This documentation shall be sufficient, in the District's reasonable discretion, to prove that the BMPs are being maintained and that such BMPs will continue to reduce phosphorus levels within the watershed. This documentation shall be provided to the District in accordance with the District's permitting and reporting requirements with the Illinois EPA.

Section 5: No Regulatory Liability Transfer.

The Parties acknowledge that no regulatory liability of the District for compliance with the Clean Water Act (33 U.S.C. §1251 *et seq.*) or National Pollutant Discharge Elimination System ("NPDES") permit requirements will transfer to the Landowner/Farmer under this Agreement. The District remains responsible for ensuring compliance with any applicable environmental regulations.

Section 6: Model Run and Payment.

After the District's confirmation that Landowner/Farmer has complied with Section 4 of this Agreement, the District will run the PLET Model to estimate the level phosphorus removal or reduction in the applicable watershed. The District will submit the results of the model run to the Illinois EPA as part of the District's permit application. Upon completion of the Model run the District will pay the Landowner/Farmer in accordance with Section 3.

Section 7: Stacking of Payments.

This Agreement is a "pay-for-performance" contract for phosphorus reduction. Unless expressly prohibited by other programs, Landowner/Farmer may stack payments from this program with other payment programs or incentive-based environmental services.

Section 8: Termination.

- A. Either Party may terminate this Agreement upon three months prior written notice to the other Party. Termination does not affect the District's obligation to pay for phosphorus reductions achieved prior to termination.
- B. In the event that the District's access to the PLET is removed, revoked, denied, or the District is otherwise unable to access the PLET for a consecutive period of at least thirty (30) days, the District shall have right, in its sole discretion, to utilize other models allowed by the Illinois EPA, including, but not limited to, the United States Department of Agriculture's Nutrient Tracking Tool ("NTT"), and the U.S. EPA's Spreadsheet Tool for Estimating Pollutant Loads ("STEP-L"). In the event that other nutrient reduction models become unavailable, the District shall send a written notice in accordance with Section 9 to Landowner/Farmer and shall negotiate a new agreement, if possible, under the Illinois EPA's then-current guidelines for nutrient reduction trading.

Section 9: Notice.

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a

return receipt, or (d) on the date that an e-mail is sent, provided that such e-mail is also delivered by one of the other manners set forth in subparts (1) – (3) of this Section. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (e.g., facsimile) may be acceptable subject to written confirmation of both the transmission and receipt of the notice. Nothing in this Section will be deemed to invalidate a notice that is actually received. Notice recipients shall be:

For Landowner/Farmer:

Haraden Farms and Stables, Inc
1840 Countryside Drive
Libertyville, IL 60048
Attention: Robert Haraden
E-Mail: Robert.Haraden@gmail.com

For the District:

Northern Moraine Wastewater Reclamation District
Attn: District Manager
420 Timber Trail
Island Lake, IL 60042
E-Mail: haque@nmwrd.org

Section 10: Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or written.
- B. Amendments and Modifications. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing and executed by both Parties.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- D. Enforcement. Each and any of the Parties may seek to enforce this Agreement or any of its terms in an action at law or in equity filed in the 19th Judicial Circuit, Lake County, Illinois.
- E. Indemnification. Landowner/Farmer agrees to indemnify, defend, and hold the District and its officers, officials, employees, representatives, attorneys, and agents (the “**District Parties**”) harmless from and against any and all claims, actions, or liabilities arising from, related to, or connected with, either directly or indirectly, this Agreement and any act or omission relating to this Agreement and its conditions, including, without limitation, the institution or enactment of any BMPs, provided, however, that said claims, actions, or

liabilities are not the result of any grossly negligent or intentional act or omission of any of the District Parties. Nothing in this Paragraph shall be deemed to waive any statutory or other immunities that any of the District Parties may assert.

- F. Assignment. This Agreement may not be assigned by Landowner/Farmer without the prior written consent of the District.
- G. Headings. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing and executed by both Parties.
- H. Non-Severability. If any material term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the entire remainder of this Agreement will, thereupon, be null and void and of no further force and effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

[Signature page to follow.]

Northern Moraine Wastewater Reclamation District

By: 

Name: Kenneth A. Michaels, Jr.

Title: President, Board of Trustees

Date: 3.31.2025

Landowner/Farmer

By: 

Name: Robert E Haraden Its President

Date: 3/31/2025

NMWRD Sewer Connection Permit Tracking
Darrell Road Special Connection Fee Collections

*Special Connection Fees Ordinance approved February 2020



	Permits Issued	Amount Paid
2020 Permits	14	\$ 45,472.00
2021 Permits	21	\$ 139,200.00
2022 Permits	50	\$ 171,216.00
2023 Permits	39	\$ 276,969.57
2024 Permits	36	\$ 77,983.26
2025 Permits	2	\$ -
Total	162	\$ 710,840.83

Permit Date	Permit No.	Account No.	Address	City	Subdivision/ Business	Permit Owner	Amount Paid
6/12/2024	0301-A	950050301	311 E State Road	IL	Save More Gas	Khurram Ghani	\$ -
7/24/2024	24R-001	1601988	1108 Wembley Drive	IL	Fox River Shores	David Bumbis	\$ -
8/12/2024	24R-002	1500379	3228 Park Drive	IL	Island Lake Estates	Linda Kalnicky	\$ -
8/12/2024	24R-003	3505365	232 Eastway Ave	PB	Fox River Valley Garden	Village of Port Barrington	\$ -
8/19/2024	24R-004	5005768	32004 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
8/19/2024	24R-005	5005769	32006 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
8/19/2024	24R-006	5005770	32010 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
8/19/2024	24R-007	5005771	32012 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
8/19/2024	24R-008	5005772	32014 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
8/22/2024	24R-009	5005773	32016 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
9/17/2024	24R-010	3505774	1229 Noble Drive	PB	Deer Grove	Gaylor Excavating	\$ -
9/17/2024	24R-011	3505775	1225 Noble Drive	PB	Deer Grove 2	Gaylor Excavating	\$ -
9/17/2024	24R-012	3505776	1211 Noble Drive	PB	Deer Grove 2	Gaylor Excavating	\$ -
9/30/2024	24R-013	1602068	3806 Hale Lane	IL	Fox River Shores	Debra Kreiter	\$ -
10/3/2024	24R-014	4005777	1206 Sunest Drive	HH	Holiday Hills	John E Dunford	\$ 3,851.55
10/8/2024	24R-015	4005808	1512 Hickory Street	HH	Holiday Hills	Richard and Joyce Zurek	\$ 3,851.55
10/16/2024	24R-016	5005777	31998 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
10/16/2024	24R-017	5005778	32020 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
10/16/2024	24R-018	5005779	32018 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
11/11/2024	24R-019	1601352	1053 Revere Lane	IL	Fox River Shores	Kimberly Castillo	\$ -
11/20/2024	24R-020	1601930	3812 Hale Lane	IL	Fox River Shores	Nancy Cizowski	\$ -
12/19/2024	24R-021	5005774	32008 Savannah Drive	LM	Savannahs	William Ryan Homes	\$ 3,851.55
1/23/2025	25R-001	1500788	312 Northern Court	IL	Island Lake Highlands	Brian Crum	\$ -
2/27/2025	25R-002	1602464	4027 Newport Drive	IL	Fox River Shores	John Kaptcia	\$ -

FY 2024-25 Total: \$ 46,218.60



Northern Moraine WRD Project Grant Tracking

Rev. April 1, 2025

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Darrell Road Phase 1A	2025	FY2026 Congressionally Directed Spending	U.S. Senator Dick Durbin	\$5,000,000.00	-	\$5,000,000.00	-	Application not yet submitted
Lift Station Upgrades	2025	FY2026 Congressionally Directed Spending	U.S. Senator Dick Durbin	\$1,998,000.00	-	\$1,998,000.00	-	Application not yet submitted
UV Disinfection	2025	FY2026 Congressionally Directed Spending	U.S. Senator Dick Durbin	\$1,723,000.00	-	\$1,723,000.00	-	Application not yet submitted
Nutrient Trading	2025	FY2026 Congressionally Directed Spending	U.S. Senator Dick Durbin	\$1,000,000.00	-	\$1,000,000.00	-	Application not yet submitted
Lakemoor Lift Stations 2-5 Modifications	2025	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$682,080.00	-	\$776,380.00	1/17/2025	Under Review
Holiday Hills Ph 3 (#1)	2024	FY2025 Appropriation Request - Foster	U.S. House Representative Bill Foster	\$6,700,000.00	\$1,105,800.00	\$6,700,000.00	4/29/2024	Recommended for Congressional Approval
Darrell Rd Phase 1A & 1B (#2)	2024	FY2025 Appropriation Request - Foster	U.S. House Representative Bill Foster	\$3,000,000.00	-	\$12,300,000.00	4/29/2024	Under Review
Blower Replacement	2024	IL State Representative Jay Hoffman	IL State Representative Jay Hoffman	\$350,000.00	-	\$1,200,000.00	4/18/2024	Under Review
Darrell Road Interceptor Phase 1	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$3,000,000	-	\$12,300,000	4/5/2024	Under Review
Blower Replacement	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$750,000/ \$500,000 min.	-	\$1,200,000	4/5/2024	Under Review
Solar Renewable Energy	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,530,000 min.	-	\$3,100,000	4/5/2024	Under Review



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORaine W R D

Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 3)	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$1,700,000/ \$1,000,000 min.	-	\$6,700,000	4/5/2024	Under Review
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2023	Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$3,500,000	\$959,752	\$10,851,000	3/17/2023	Recommended for Congressional Approval
WWTF Emergency Power Systems Replacement	2022	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$250,000	\$250,000	\$500,000	4/15/2022	Awarded / In-Progress
Continued on next page								



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NORTHERN MORaine W R D

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2022	FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)	US House Representative Lauren Underwood	\$2,500,000	\$2,500,000	\$10,851,000	4/15/2022	Fully Disbursed to NMWRD
Unsewered Community – Village of Holiday Hills (Phase 1)	2022	McHenry County – ADVANCE McHenry County (ARPA Funding)	McHenry County	\$2,905,080	\$2,000,000	\$7,287,500	2/8/2022	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2022	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$200,000	\$96,364	\$7,287,500	1/4/2022	Fully Disbursed to NMWRD
Lakemoor Lift Stations	2021	Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)	DCEO	\$400,000	\$400,000	\$732,730	3/11/2021	Fully Disbursed to NMWRD
Unsewered Community – Village of Holiday Hills (Phase 1)	2020	Unsewered Communities Construction Grant Program	IEPA	\$3,495,600	\$3,495,600	\$6,700,000	12/31/2020	Fully Disbursed to NMWRD
Control Building Electrical Upgrades	2020	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)	DCEO	\$200,000	\$200,000	\$445,494	6/23/2020	Fully Disbursed to NMWRD
Expected Grant Amount Total					\$11,007,516			

Expected Grants	4
Fully Disbursed Grants	5
TOTAL GRANTS SINCE 2020	9



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Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORaine W R D

Project	Amount Granted	Amount Expended	Remaining Grant Balance
Holiday Hills / Le Villa	\$96,364.00	\$96,364.00	\$0.00
Vaupell Sewer Extension –	\$2,500,000.00	\$2,500,000.00	\$0.00
Phase 2	\$2,000,000.00	\$568,457.36	\$1,431,542.64
Total	\$4,596,364.00	\$3,164,821.36	\$1,431,542.64



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Northern Moraine WRD - Septage Receiving Tracking
FY 2024-2025



Month	Loads	Gallons	Revenue FY 24-25	Revenue FY 23-24	% Revenue Change
May-24	69	244,263	\$16,059.05	\$5,236.00	307%
Jun-24	67	240,390	\$15,618.75	\$11,352.60	138%
Jul-24	59	219,126	\$14,387.10	\$10,680.25	135%
Aug-24	26	91,955	\$6,063.05	\$14,999.95	40%
Sep-24	24	83,586	\$5,616.80	\$18,290.30	31%
Oct-24	57	194,434	\$12,971.00	\$14,363.30	90%
Nov-24	45	161,753	\$8,443.05	\$9,436.70	89%
Dec-24	30	106,253	\$7,021.00	\$3,992.45	176%
Jan-25	20	66,990	\$4,510.10	\$2,832.20	159%
Feb-25	23	81,302	\$5,349.05	\$5,236.00	102%
Mar-25	34	140,592	\$9,406.95	\$10,900.40	86%
Apr-25			\$0.00	\$17,582.05	0%
Total	454	1,630,644	\$105,445.90	\$124,902.20	84%

	Loads	Revenue
Fiscal Year 2020-2021	232	\$ 45,104.40
Fiscal Year 2021-2022	326	\$ 61,852.80
Fiscal Year 2022-2023	506	\$ 102,312.80
Fiscal Year 2023-2024	526	\$ 124,902.20

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time		Type
Mar-25	2/28/2025	Weidners	3800	Flat Rate	\$238.00	1:30	PM	Septic
	3/3/2025	Weidners	3800	Flat Rate	\$238.00	8:45	AM	Septic
	3/3/2025	Helmer	4000	Flat Rate	\$238.00	10:05	AM	Septic
	3/4/2025	Helmer	3300	Flat Rate	\$238.00	9:00	AM	Septic
	3/4/2025	Arrow Septic	2750	Flat Rate	\$208.25	12:35	PM	Septic
	3/5/2025	Arrow Septic	2750	Flat Rate	\$208.25	11:15	AM	Septic
	3/6/2025	Helmer	3600	Flat Rate	\$238.00	9:30	AM	Septic
	3/7/2025	Helmer	3350	Flat Rate	\$214.20	12:30	PM	Septic
	3/10/2025	Weidners	3800	Flat Rate	\$238.00	10:00	AM	Septic
	3/11/2025	Helmer	3120	Flat Rate	\$238.00	9:30	AM	Septic
	3/11/2025	Helmer	3700	Flat Rate	\$238.00	12:10	PM	Septic
	3/11/2025	Weidners	3800	Flat Rate	\$238.00	2:05	PM	Septic
	3/12/2025	Helmer	2950	Flat Rate	\$214.20	12:25	PM	Septic
	3/12/2025	Arrow Septic	3000	Flat Rate	\$208.25	11:00	AM	Septic
	3/12/2025	Weidners	3700	Flat Rate	\$238.00	9:00	AM	Septic
	3/13/2025	Helmer	3000	Flat Rate	\$214.20	3:50	PM	Septic
	3/13/2025	Helmer	3250	Flat Rate	\$238.00	2:40	PM	Septic
	3/14/2025	Weidners	3600	Flat Rate	\$238.00	8:10	AM	Septic
	3/14/2025	Helmer	3222	Flat Rate	\$238.00	1:40	PM	Septic
	3/14/2025	Helmer	3200	Flat Rate	\$214.20	12:00	PM	Septic
	3/17/2025	Helmer	3000	Flat Rate	\$214.20	11:10	AM	Septic
	3/17/2025	Helmer	3330	Flat Rate	\$238.00	9:00	AM	Septic
	3/18/2025	Weidners	3800	Flat Rate	\$238.00	2:10	PM	Septic
	3/18/2025	Helmer	3070	Flat Rate	\$214.20	8:45	AM	Septic
	3/19/2025	Weidners	3800	Flat Rate	\$238.00	9:25	AM	Septic
	3/20/2025	Helmer	3600	Flat Rate	\$238.00	10:00	AM	Septic
	3/21/2025	Weidners	3800	Flat Rate	\$238.00	2:30	PM	Septic
	3/21/2025	Helmer	3000	Flat Rate	\$214.20	8:55	AM	Septic
	3/24/2025	Helmer	2910	Flat Rate	\$214.20	10:25	AM	Septic
	3/24/2025	Helmer	3540	Flat Rate	\$238.00	1:00	PM	Septic
	3/25/2025	Weidners	3800	Flat Rate	\$238.00	3:00	PM	Septic
	3/25/2025	Helmer	3600	Flat Rate	\$238.00	9:30	AM	Septic
	3/25/2025	Weidners	3800	Flat Rate	\$238.00	12:50	PM	Septic
	3/26/2025	Helmer	3400	Flat Rate	\$214.20	11:35	AM	Septic
	3/27/2025	Helmer	3350	Flat Rate	\$238.00	2:10	PM	Septic
	3/27/2025	Helmer	2800	Flat Rate	\$214.20	1:00	PM	Septic
	3/27/2025	Helmer	3700	Flat Rate	\$238.00	10:50	AM	Septic
	3/28/2025	Weidners	3800	Flat Rate	\$238.00	2:50	PM	Septic
	3/31/2025	Helmer	3500	Flat Rate	\$214.20	10:50	AM	Septic
	3/31/2025	Helmer	3500	Flat Rate	\$238.00	7:25	AM	Septic
	3/31/2025	Weidners	3800	Flat Rate	\$238.00	5:00	PM	Septic

NMWRD Service Connection Permit Tracking
FY 2024-25



Permit Date	Permit No.	Account No.	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	Connection/ Inspection Fee	Darrell Road Special Connection Fee
6/12/2024	0301-A	950050301	311 E State Road	IL	Save More Gas	Demo	Khurram Ghani	\$ 100.00	\$ -
7/24/2024	24R-001	1601988	1108 Wembley Drive	IL	Fox River Shores	Repair	David Bumbis	\$ 100.00	\$ -
8/12/2024	24R-002	1500379	3228 Park Drive	IL	Island Lake Estates	Repair	Linda Kalnicky	\$ 100.00	\$ -
8/12/2024	24R-003	3505365	232 Eastway Ave	PB	Fox River Valley Garden	Repair	Village of Port Barrington	\$ 100.00	\$ -
8/19/2024	24R-004	5005768	32004 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-005	5005769	32006 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-006	5005770	32010 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-007	5005771	32012 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-008	5005772	32014 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/22/2024	24R-009	5005773	32016 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
9/17/2024	24R-010	3505774	1229 Noble Drive	PB	Deer Grove	New Connection	Gaylor Excavating	\$ 7,674.00	\$ -
9/17/2024	24R-011	3505775	1225 Noble Drive	PB	Deer Grove 2	New Connection	Gaylor Excavating	\$ 7,674.00	\$ -
9/17/2024	24R-012	3505776	1211 Noble Drive	PB	Deer Grove 2	New Connection	Gaylor Excavating	\$ 7,674.00	\$ -
9/30/2024	24R-013	1602068	3806 Hale Lane	IL	Fox River Shores	Repair	Debra Kreiter	\$ 100.00	\$ -
10/3/2024	24R-014	4005777	1206 Sunest Drive	HH	Holiday Hills	New Connection	John E Dunford	\$ 7,674.00	\$ 3,851.55
10/8/2024	24R-015	4005808	1512 Hickory Strret	HH	Holiday Hills	New Connection	Richard and Joyce Zurek	\$ 7,674.00	\$ 3,851.55
10/16/2024	24R-016	500577	31998 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
10/16/2024	24R-017	500578	32020 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
10/16/2024	24R-018	500579	32018 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
11/11/2024	24R-019	1601352	1053 Revere Lane	IL	Fox River Shores	Repair	Kimberly Castillo	\$ 100.00	\$ -
11/20/2024	24R-020	1601930	3812 Hale Lane	IL	Fox River Shores	Repair	Nancy Cizowski	\$ 100.00	\$ -
12/19/2024	24R-021	5005774	32008 Savannah Drive	IL	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
1/23/2025	25R-001	1500788	312 Northern Court	IL	Island Lake Highlands	Repair	Brian Crum	\$ 100.00	\$ -
2/27/2025	25R-002	1602464	4027 Newport Drive	IL	Fox River Shores	Repair	John Kapcia	\$ 100.00	\$ -
								Standard Connections	Darrel Road Connections
FY 2024 - 2025 Total:								\$ 116,010.00	\$ 46,218.60
Approved Budget FY 2024 - 2025								\$ 272,664.00	\$ 110,040.00
Approved +/- vs. Current YTD								\$ (156,654.00)	\$ (63,821.40)



NMWRD Operations Report

Date: April 10th, 2024

Prepared by: Joe Lapastora – Director of Operations

WWTP LS Forcemain Repair:

On Wednesday, April 9th, District Operations staff discovered that the forcemain associated with our onsite Lift Station (WWTP LS) was ruptured. Luckily, our staff had noticed this before a pump cycle due to alarming and we were successful in turning off the station before any wastewater escaped the wet well/forcemain. Our Godwin Bypass pump was set up immediately to prevent any backups for the Lift Station tributary and Trine Construction was scheduled to repair the forcemain the following day. On Thursday, April 10th, Trine Construction mobilized at 8am and the repair was completed by noon that same day. Once we excavated and uncovered the main, it was discovered that there was a 2" hole in the 3 o'clock position on the forcemain that appears to have corroded away from the in-situ condition of the soil and groundwater. Of note, the structural integrity of the forcemain appeared to be in good condition for the rest of the exposed section of the forcemain. As such, we made the decision to install a water main quality repair sleeve around the hole to make the repair. It was also noted that the bedding/backfill from original construction was not up to today's standards, so we made sure to pour the necessary bedding and backfill with wash stone and CA6 gradation to match our current ordinance standards. As of noon on the 10th, the station was put back into normal operations. We are now waiting for the backfilled area to settle before we patch the open cut asphalt. This work is expected to be performed in the next 2-4 months after we see the area fully settled/compacted. We will also quote up the asphalt patch work to see if it makes sense to contract out compaction and patching to expedite the roadway repairs. I would be remiss not to highlight the quick response by our operations staff, as they helped mitigate a major SSO event, kudos!



Area of forcemain rupture, under access drive at plant. Excavation progress.



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Photos showing the 2" hole and the repair clamp used for the repair.

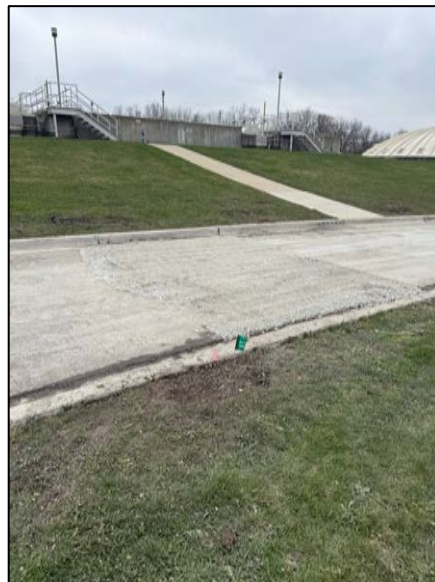


Photo of roadway after forcemain repair and backfill completed.

Headworks Raw Pump(s) & RAS Pump & RAS VFD:

[Project Update] – The District's Headworks continues to operate with three (3) functional raw pumps. Note the fourth and final pump was installed on February 7th with startup, VFD programming, and integrations originally being scheduled for March. This work was delayed until mid-April as we needed to wrap up some electrical work before we fully integrate the headworks into SCADA. A P.O. was issued to Associated Electric to perform the necessary electrical work and that work is expected to occur next week. After the electrical work and integrations are completed, the headworks will be fully



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function and will have the necessary programming to rotate all four pumps as part of a normal rotation. More updates regarding Raw Pump #2 startup will be covered on next month's Operations Report.

Plant SCADA and Lift Station SCADA:

[Project Update] – The intent remains to transmit data to the SCADA computer stationed at the treatment facility via radio/telemetry which will require substantial infrastructure upgrades. This infrastructure will provide a wide range over the District's service area where we can then broadcast data to, and receive data from, our 24 lift stations. As of today, we have successfully integrated all Holiday Hills and Lakemoor Lift Stations into SCADA, bringing the count of stations connected to nine (9). For the time being, stations are communicating with our plant SCADA command center via cellular service since the District opted to install MDS orbits with dual capabilities of both cellular and radio/telemetry. Noteworthy upgrades achieved through March include fine tweaks to the alarming notification and confirmation that AAC received all components needed for the next phase of standardization for the Lakemoor Lift Stations pump controls. This work will be performed over the next 1-2 months concurrently with the upcoming work mentioned on previous Operations reports (i.e. ping testing for radio telemetry). More information will be provided on next month's Operations Report.

NPDES Permit Renewal:

As of October 1st, 2023, the District has been operating under the expired NPDES permit until the new permit arrives. This is typical during most renewal periods and the IEPA requires that we continue to operate under our expired permit until the new permit is processed. I called the IEPA in late August to check in on the District's permit renewal and was informed that the delay in the issuance on our new permit was a result of the IEPA implementing new PFAS language into our permit since all treatment plants that treat over 1 million gallons per day (1 MGD) will now include PFAS language to address the recent federally mandated PFAS limits. Additionally, we suspect the delay on IEPA issuing the new permit is related to some Special Condition language regarding Nutrient Trading efforts that NWMRD will spearhead in Illinois.

Miscellaneous Projects/Updates:

There were minimal miscellaneous projects that were performed in March, with the big ticket items including the admin building rehab and the completion of the breakroom. The admin building project updates can be found in the Engineering Report in this board packet. The majority of the month was spent on collection system projects, catching up on our preventative maintenance measures, and dialing in our process control at the plant after the change of season. At the plant, we were successful in performing out semi-annual chlorine contact tank cleaning which was performed in late-March.

COVID Surveillance Data:

On the next few pages, you can find the most recent data for surveillance sampling and testing for SARS-COV-2, Influenza A & B, and RSV tracking. The data continues to show the concentrations of the different variant lineages that are being detected in the samples we have collected. Of note, we recently shifted to sampling one day a week instead of twice a week.





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NORTHERN MORAINE WW RECLAMATION DIST WWTP Wastewater Report, March 2025

For updates on your plant in-between these monthly reports, please visit our wastewater dashboard
<https://iwss.uillinois.edu>

LOCATION: NORTHERN MORAINE WW RECLAMATION DIST WWTP (McHenry County)

Catchment Information	
Population Served	15,947
NPDES	IL0031933
zipcode	60042
IL Covid Region	9

SARS-CoV-2 LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of the SARS-CoV-2 virus in a sample. The nucleocapsid protein (N) gene of the virus is targeted in the assay, and results are reported in gene copies per liter of starting wastewater.

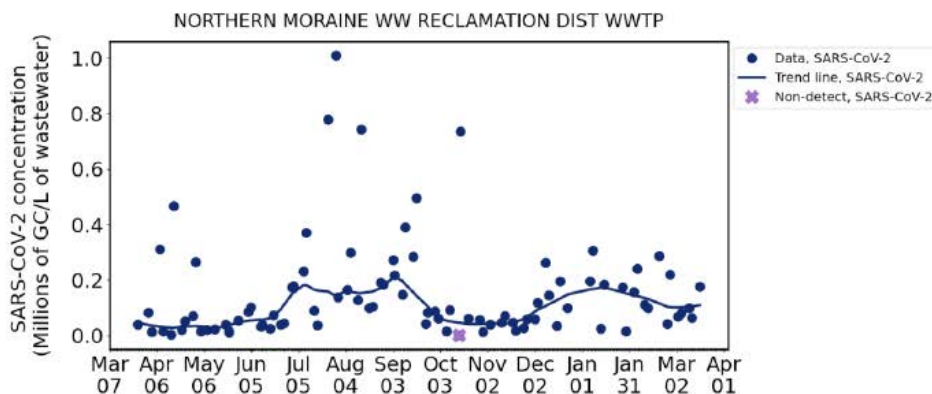


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in millions of gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)		
2025-03-12	176,775	2025-03-12	63,075
2025-03-10		2025-03-10	98,925
2025-03-05		2025-03-05	79,725
2025-03-03		2025-03-03	68,325
2025-02-26		2025-02-26	220,875
2025-02-24		2025-02-24	42,525
2025-02-19		2025-02-19	288,075



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SARS-CoV-2 LINEAGES IN WASTEWATER

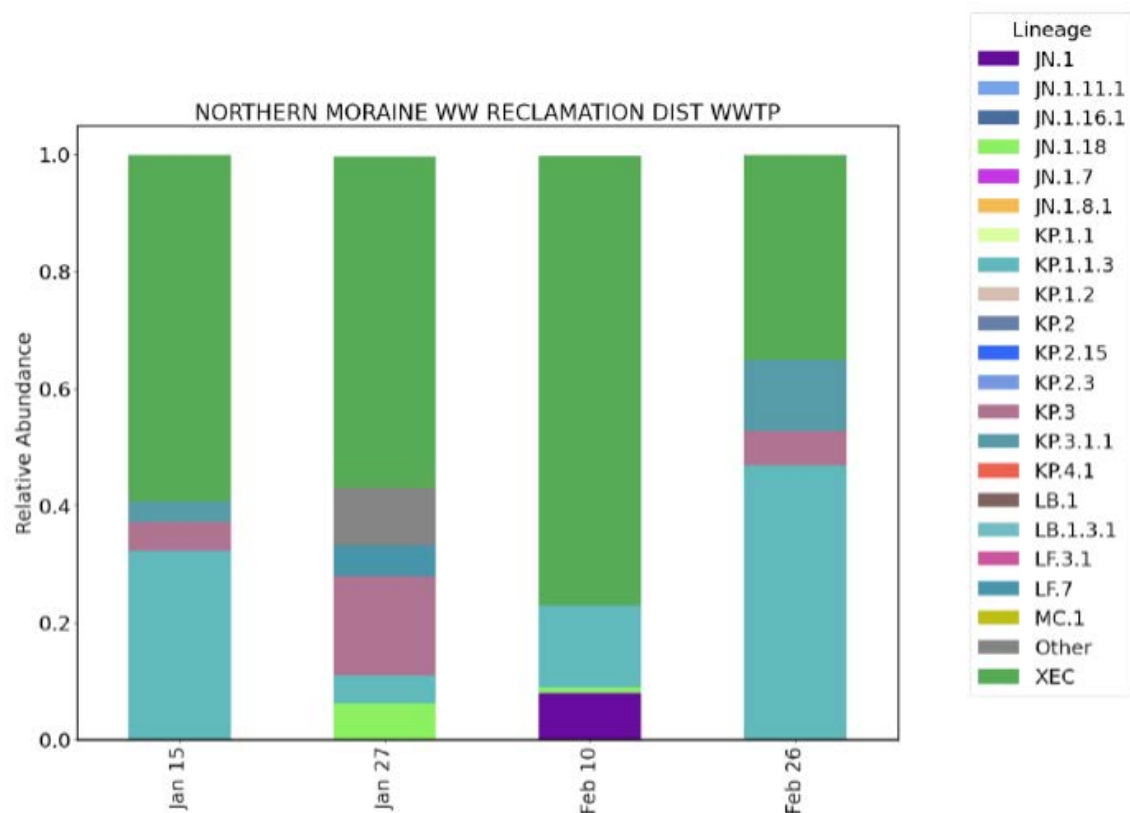


Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.





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INFLUENZA A/B LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of influenza A and influenza B viruses in a sample. Results are reported in gene copies per liter of starting wastewater.

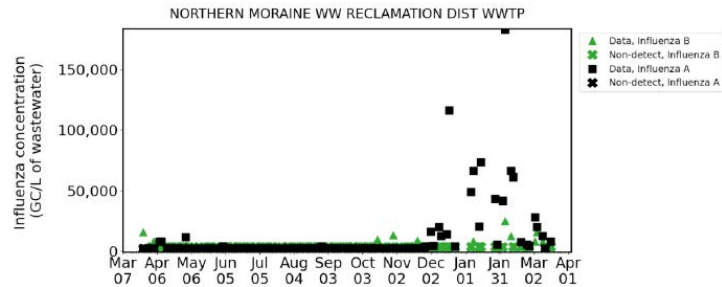


Figure 3. Time series plot of Influenza A/B viral concentrations in gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

INFLUENZA A/B SAMPLING RESULTS - LAST 8 SAMPLES

Date	Influenza A (GC/L)	Influenza B (GC/L)
2025-03-17	8,250	Non-detect
2025-03-12	Non-detect	Non-detect
2025-03-10	12,375	8,250
2025-03-05	19,950	15,900
2025-03-03	28,125	8,025
2025-02-26	4,500	Non-detect
2025-02-24	5,325	Non-detect
2025-02-19	7,875	Non-detect

RSV LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of Respiratory Syncytial Virus (RSV) in a sample. Results are reported in gene copies per liter of starting wastewater.

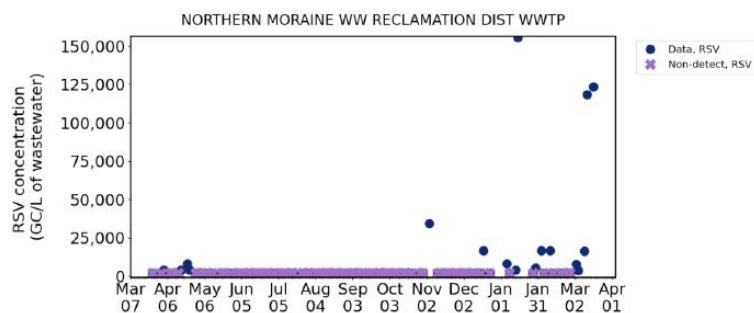


Figure 4. Time series plot of RSV viral concentrations in gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

RSV SAMPLING RESULTS - LAST 8 SAMPLES

Date	RSV (GC/L)
2025-03-17	123,300
2025-03-12	118,275
2025-03-10	16,500
2025-03-05	3,975
2025-03-03	8,025
2025-02-26	Non-detect
2025-02-24	Non-detect
2025-02-19	Non-detect





NMWRD Engineering Report

Date: April 10th, 2025

Prepared by: Jasmin Bait – Junior Engineer

Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension – Phase 2 (Nunda):

[Project Update] – Steady progress was made throughout the month of March. Trine has completed the remainder of sanitary services throughout the Le Villa Vaupell subdivision. Trine has also continued with cleanup throughout the full project area. The project has reached a standstill as we wait the minimum 30 days after the final sewer installation in order to complete all final tests. We expect testing as well as restoration of pavement and landscaping to begin either this month or next. At this time, all manholes have been installed, 100% of all underground sewer main has been installed, and 100 % of all sanitary services have been installed.



Installation of sanitary services

Holiday Hills Resident Connections to Sanitary Sewer:

As the District receives more inquiries for connecting to the new sewer system, Jasmin maintains contact with each resident throughout the process from the time an application is received and up to the final connection inspection. It must be ensured that each hired sewer contractor meets the District's requirements, and that each homeowner receives a septic abandonment permit from the McHenry County Health Department prior to the District issuing a Sanitary Sewer Service Permit. No new connections were made in the month of March. The District looks forward to more homes connecting in the future. As of this time, a total of ten (10) homes are connected out of the total 108 that are eligible for connection.



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Holiday Hills Resident Connections Summary

Address	Contractor	Connection Fee Payment Method	Date of Payment/ Financing	Final Connection Inspection Date
1521 Sunset Dr	Keith Bradley Inc.	Paid in Full	11/20/2023	12/19/2023
1526 Sunset Dr	Keith Bradley Inc.	Paid in Full	11/13/2023	1/4/2024
1522 Sunset Dr	Keith Bradley Inc.	Financing*	1/1/2024	1/11/2024
2701 Holiday Dr	McHenry Excavating	Financing	1/1/2024	1/26/2024
3001 Holiday Dr	Bartnick Construction	Financing	2/1/2024	9/10/2024
2909 Holiday Dr	TBD	Financing	TBD	TBD
1404 Holiday Dr	Biagi Plumbing	Financing	3/1/2024	3/6/2024
1509 Elm St	Reiche Plumbing	Paid in Full	3/7/2024	9/12/2024
1204 Sunset Dr	Reiche Plumbing	Financing*	5/1/2024	7/10/2024
2401 Vaupell Dr	Reiche Plumbing	Financing	5/1/2024	8/16/2024
1206 Sunset Dr	McHenry Excavating	Paid in Full	10/3/2024	TBD
1512 Hickory St	Reiche Plumbing	Paid in Full	10/8/2024	11/22/2024

*Financing contract balance has been satisfied in full

Phosphorus Discharge Optimization Plan:

[Project Update] – Following the submission of the PDOP Action Item memos to the IEPA, the District has paused the weekly regimen of phosphorus testing related to the Phosphorus Discharge Optimization Plan (PDOP). This will continue until we receive the renewed NPDES Permit, which will dictate the next steps, if any, to meet the 0.5 mg/L Total P limit that will be mandated by 2030. Our overall goal remains to average below the 0.5 mg/L Total P limit for a two-week period in the seasons of extreme temperature (summer and winter) using our existing treatment process.

Woodman's Lift Station and Sanitary Sewer Additions (Lakemoor):

[Project Update] – This project is in the three (3) year maintenance period which was set to close on February 11, 2023. The District continues to work with Filippini Law Firm to wrap up the LOC documents that coincide with the closure of the maintenance period. The District notified Lakemoor in mid-October that we concluded our review of the documents that Lakemoor provided a few months back to close out the Woodman's project. A copy of the payment schedule for the loan to date of \$1,291,896.00 has been provided to Lakemoor. The Village made its first payment in 2023 in the amount of \$24,563.76. Their second payment was received on April 19 in the amount of \$152,602.65. The District reviewed the easement





documents from Lakemoor for the Woodman's property that were received on March 3rd and June 8th. There are still recorded easements missing that we are waiting to receive. The District is planning to gather all Lakemoor easements directly from the McHenry County Recorder's Office.

Beech Street Senior Lofts (Island Lake):

[Project Update] – The District received preliminary plans in January 2023 for a proposed development of Senior Living on Beech Street in Island Lake. The District is familiar with the previous establishment at the site, formerly known as Sheltering Oaks, which closed roughly 10 years ago. All sanitary sewer related construction was completed in mid-August of 2023. The lone item the District is waiting for is construction record drawings, which is not expected until full construction is complete.

NOBO Provisioning Center (Lakemoor):

[Project Update] – The District received preliminary plans in July 2023 for a proposed development of a NOBO Provisioning Center in Lakemoor. An escrow account for this project has been funded in the amount of \$2,500.00 and remains current. Sanitary sewer related construction took place in October 2023 and the District completed the final inspection on November 22, 2024. Now the lone item the District is waiting for is construction record drawings.

Kelley's Market (Island Lake):

[Project Update] – The District received preliminary plans in October 2023 for a proposed development of Kelley's Market in Island lake located NW of the intersection at IL-176 and River Rd. An escrow account for this project has been funded in the amount of \$2,500.00 and remains current. The developer, Arc Design, continues to revise the plans as they receive feedback from TAI.

Admin Building Renovations:

[Project Update] – The first strides of renovations to the Admin Building took place in August 2023 when the roof was replaced and in November 2023 when the soffit and fascia were replaced. In May, the District completed the replacement of the main entrance ramp in-house. In early June, the District contracted with a sole proprietor, Brian Davis, to complete the installation of siding on the Admin Building. At this time, siding is complete, and the necessary doors and windows have been replaced. Throughout March, progress at the Admin Building has shifted focus from the Board Room to the Conference Room. Brian finished building custom plan set organizers in the Board Room closet. With the help of the District's ops crew, Brian was able to demolish the fireplace in the Conference room and get started on the interior such as vaulting the ceiling, installing windows. Future work in the Admin Building





includes finishing the Conference Room, installing new flooring throughout, and upgrading the kitchen.



Conference Room after removing fireplace

In addition to the to the above projects, see below for more updates;

- In March, the District sent summer internship offer letters to three applicants, Soukaina Benaich, Antanina (Ana) Tsikhanovich, and Oliver Melcher. Soukaina is graduating this spring with her master's in civil engineering from the University of Minnesota Twin Cities. Ana is a chemical engineering major at the University of Illinois at Chicago. Oliver has previously interned at the District and we recognize his work ethic and history from his time here. We are confident that the three of them will have positive impacts at the District. All have accepted their offers and are anticipated to begin their internships between mid-May to mid-June.



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AGENDA ITEM # 10A

<u>Meeting Date:</u>	April 14, 2025
<u>Item:</u>	Audit Services for FY 2025-26
<u>Staff Recommendation:</u>	For Information Only; No Action Required
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Last year, we changed our Auditor from Lauterbach and Amen, LLP to GW & Associates. In general, I have been content with their work. Consistency in auditing and fund accounting is paramount. In 2024 we approved a 1 year contract with the authority designated to the District Manager to extend the contract an additional 2 years. The contract was for \$9,000 for the first year with additional fees up to \$3,500, if needed, with subsequent years at \$9,350 (Year 2 - FY25-26) and \$9,750 (Year 3 - FY26-27). The next audit would be our 2nd year and will cost \$9,350.

We are looking forward to continuing working with GW & Associates. This audit is expected to commence within the next few weeks.

Recommendation

No Action Needed. Contract Already in Place.

Votes Required to Pass

For information only



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute a Service Agreement between the Northern Moraine Wastewater Reclamation District and GW & Associates, P.C. for audit services for fiscal years ending April 30, 2024, 2025 and 2026.

DATED this 11th day of April, 2024

NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: 
PRESIDENT



SEAL

ATTEST


DISTRICT CLERK



March 21, 2024

To the Director and the Board of Trustees of
Northern Moraine Wastewater Reclamation District
Island Lake, IL 60042

We are pleased to confirm our understanding of the services we are to provide the Northern Moraine Wastewater Reclamation District for the year ended April 30, 2024. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Northern Moraine Wastewater Reclamation District as of and for the year ended April 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Northern Moraine Wastewater Reclamation District's basic financial statements. Such information, although not a 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. As part of our engagement, we will apply certain limited procedures to the Northern Moraine Wastewater Reclamation District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules
- 3) Schedules of pension liabilities and contributions, when applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the Northern Moraine Wastewater Reclamation District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles

and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Northern Moraine Wastewater Reclamation District's financial statements. Our report will be addressed to the board of the Northern Moraine Wastewater Reclamation District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Northern Moraine Wastewater Reclamation District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the Northern Moraine Wastewater Reclamation District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such

changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of GW & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Illinois or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GW & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Illinois or its designee. The State of Illinois or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit and to issue our reports according to your schedule. John Wysocki is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$9,000 (\$11,000 if Governmental Auditing Standards audit is required and \$12,500 if a Single Audit is required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Northern Moraine Wastewater Reclamation District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

GW & Associates, P.C.

GW & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Northern Moraine Wastewater Reclamation District.

Management signature: _____



Title: District Manager

Date: April 12, 2024

Governance signature: _____

Title: _____

Date: _____

**PROPOSAL TO PROVIDE
PROFESSIONAL AUDIT SERVICES
TO
NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT
APRIL 30, 2024 THROUGH 2026**



GW & ASSOCIATES,

David Jelonek
Audit Partner

PC

4415 Harrison, Suite 434
Hillside, IL 60162
T 708/755-8182
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March 21, 2024

www.cpaGWA.com

NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT ISLAND LAKE, ILLINOIS

Audit Services Proposal

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March 21, 2024

Northern Moraine Wastewater Reclamation District
Mr. Mohammed Haque
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque,

We are pleased to submit our proposal to provide auditing services to the Northern Moraine Wastewater Reclamation District ("the District") for the fiscal years ending April 30, 2024, through 2026 with the option of two one-year extensions. We are confident that GW & Associates, P.C. (GWA) can meet and exceed the expectations of the district by providing you quality service and timely information. Incorporated and licensed to do business in Illinois since 1998, GWA and its 20 employees have a long history of serving Illinois governments. Enclosed is additional information about our firm and the scope of the engagement.

At GWA, we know.....

We know what you are going through at this moment. You have sent a request for proposal out to qualified firms, any of which can provide the services you are soliciting. Some bids may come back much lower than your current auditor, making you wonder if the responding firm really understands what it takes to audit your financial statements. It's also possible that the bid is low to get the job and then that firm will tack on fees later to meet profitability goals. Other bids are going to come back high, making you wonder what makes that firm think that their service is so much superior to other firms. Still other bids will be fairly comparable. In addition, the audit approach outlined in the proposals and the staff qualification may seem pretty similar from one firm to another. So, how do you decide?

We know these feelings because we have been in your shoes. Our partners have not only spent many years in public accounting but have also spent years working in senior management positions, including finance director, for local governments. Through these experiences, we've come to know what most firms cannot. We don't only know *how* to audit your government, but we also know what it is like to *be* audited. We also have an in-depth knowledge of government from the inside. We have incorporated this knowledge into our audit engagements to create what we believe is a better audit experience for our clients. Specifically, please consider the following as you make your decision of which firm to use:

1. We know the users of your financial statements. Whether it's a resident keeping tabs of their tax dollars, board members seeking information to make the best decisions for their community, or a credit ratings analyst assessing the financial health of the community ahead of a bond issuance, we interacted with these financial statement

FEE SCHEDULE

<u>Total Fees</u>			
	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Financial Audit and ACFR Preparation	\$9,000	\$9,350	\$9,750
GAS Audit*	\$2,000	\$2,000	\$2,000
Single Audit**	\$1,500	\$1,500	\$1,500

*GAS Audit – Needed when State and/or Federal funds are expended in excess of \$500,000

**Single Audit – Needed when Federal funds are expended in excess of \$750,000

<u>Hourly Rates</u>			
Personnel	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Partner	\$150	\$155	\$159
Manager	\$125	\$129	\$133
Senior	\$100	\$103	\$106
Staff	\$90	\$93	\$96
Clerical	\$75	\$77	\$80

The above audit fees represents the annual maximum “not to exceed” fee for a series of one year engagements for a total of five years. These fees should include all expenses. Proposed auditing fees shall include the implementation of all current and foreseeable Governmental Accounting Standards Board (GASB) pronouncements and Statement on Auditing Standards (SASs).

The GAS Audit and Single Audit Fees are the additional fees the firm would charge if a GAS Audit and/or a Single Audit is deemed necessary in any of the proposed years.



AGENDA ITEM # 10B

<u>Meeting Date:</u>	April 14, 2025
<u>Item:</u>	Adoption of a Resolution Designating Surplus Equipment and Authorizing Disposal through Auction
<u>Staff Recommendation:</u>	Motion to adopt a Resolution designating the items listed on Exhibit A as Surplus Equipment to be sold through an on-line auction administered by Obenauf Auction Services, Inc.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Attached is an equipment list, Exhibit A, identifying District equipment and miscellaneous items as surplus in order for it to be sold through an on-line auction process. This auction service is provided throughout the year and administered by Obenauf Auction Service, Inc. Items listed in Exhibit "A" are non-utilized pieces of electronics and equipment that have surpassed their useful lives. Most items are likely to have little to no value. Per our Ordinance, items that staff are interested in can be purchased directly by staff for the appraised values. Those items are listed with values for this purpose. This process provides us with a good way to dispose of items and/or extract the maximum value for items for the District's benefit.

It is staff's recommendation to participate in the auction for the following reasons:

- 1) Participation in the auction would minimize the costs and time required to sell the equipment through the bidding process. These costs include advertising, publishing legal notification and staff time required to show equipment. The associated cost to the District by utilizing Obenauf Auction Service, Inc. is a commission of up to 3-4% for all items sold.
- 2) It would allow the District to clear space that is currently being occupied by the surplus equipment no longer being utilized.

Recommendation

It is staff's recommendation to designate the items on Exhibit A as Surplus and for the Equipment to be auctioned through an on-line auction, administered by Obenauf Auction Service, Inc., with up to a 4% sales commission for all items sold.

Votes Required to Pass

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAIN
WASTEWATER RECLAMATION DISTRICT that items listed on Exhibit "A" are surplus and are
to be disposed of through an on-line auction administered by Obenauf Auction Services, Inc.
or via sale to District Staff for appraised or other reasonably estimate of the Surplus
Property's value from a third party source.

DATED this ____ day of _____, 2025

NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK

Exhibit A – Old equipment to be Designated as Surplus

1. 2008 John Deere Gator 850D UTV

Hours: 1035.7

Exterior: Green

Interior: Black

Notes: Diesel fueled. Emergency brake works, but could use a tune up. Heat and air works.

Minimum price: \$4,500









ORDINANCE NO. 23-06

AN ORDINANCE OF THE NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT,
LAKE AND MCHENRY COUNTIES, ILLINOIS, AUTHORIZING THE
DISPOSAL OF SURPLUS PROPERTY

WHEREAS, the Northern Moraine Wastewater Reclamation District (the "***District***") owns certain non-real estate property and, from time to time, that property ceases to be necessary or useful to the District in its operations ("***Surplus Property***");

WHEREAS, the District Board desires to sell any Surplus Property and use the proceeds for the general operations of the District; and

WHEREAS, the District further desires to establish a procedure for the District Board of Trustees (the "***District Board***") to designate property as Surplus Property and to direct District staff to sell that Surplus Property; and

WHEREAS, pursuant to 70 ILCS 2405/8 and 70 ILCS 2405/11, the District Board has the authority to sell, convey, vacate, or release its interests in property when no longer required for the purposes of the District; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the District may enter into agreements with other units of local government for the sale or disposal of Surplus Property;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance by this reference.

SECTION TWO: District Board's Designation of Surplus Property. Pursuant to aforementioned statutory authority, the District Board may, by written resolution or motion set forth in the meeting minutes of the District Board, designate non-real estate property owned by the District to

be Surplus Property. Any such designation shall be deemed to constitute a finding and determination of the District Board that the best interests of the District will be served by the sale or other disposition of the Surplus Property. Upon such designation of Surplus Property, the District Manager shall cause such Surplus Property to be sold or otherwise disposed of in accordance with Section Three of this Ordinance.

SECTION THREE: Sale or Disposition of Surplus Property; Authority of the District Manager. Upon the District Board's designation of property as Surplus Property, the District Manager is hereby authorized and directed to sell or otherwise dispose of the Surplus Property in any manner authorized in this Section Three. Upon the sale or disposition of the Surplus Property, the District Manager is authorized and directed to convey and transfer title for the Surplus Property to the purchaser(s) and to deposit the proceeds from such sale into the District's general fund. The manner of sale of any Surplus Property shall conform with one of the following methods:

- A. Except as provided in Subsection D below, any Surplus Property may be sold or otherwise disposed of by means of intergovernmental transfer upon terms that the District Manager deems to be fair and reasonable.
- B. Except as provided in Subsection D below, the District Manager is authorized and directed to sell Surplus Property by either (i) sealed or open bids, (ii) auction, or (iii) any other lawful means as the District Manager determines to be in the best interests of the District. In the event that the District Board establishes a minimum price for the sale of Surplus Property, the District Manager may only sell Surplus Property for an amount equal to or greater than the minimum price for that Surplus Property established by the District Board. In addition, unless Surplus Property is sold pursuant to sealed or open bids or auction advertised publicly at least 15 days before such bid deadline or auction date, no District Parties (as defined in Subsection C below) may acquire Surplus Property sold or disposed of pursuant to this Subsection B.

- C. If the District Board desires to permit the Surplus Property to be sold to any District staff or official ("***District Parties***"), then the District Manager shall only sell such Surplus Property upon: (i) obtaining an appraisal or other reasonable estimate of the Surplus Property's value from a third party source (a "***Valuation***"), (ii) establishing a minimum price for the sale of such Surplus Property equal to or greater than such Valuation; and (iii) receiving from the District Party an amount equal to or greater than the minimum price for such Surplus Property.
- D. Unless the District Board establishes a minimum price for an article of Surplus Property or otherwise directs the conveyance thereof by intergovernmental agreement, no Surplus Property for which the District originally paid in excess of \$10,000.00 shall be sold unless the District Manager shall: (i) obtain a Valuation of the Surplus Property from a third party source; (ii) advertise the sale of such Surplus Property by sealed or open bid or by auction for at least 15 days; and (iii) transfer the Surplus Property to the highest bidder, provided that the highest bid is at least eighty percent (80%) of the Valuation.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 12th day of Sept, 2023.

AYES: (5)

NAYS: (0)

ABSENT: (0)

APPROVED this 12th day of Sept, 2023.

ATTEST:

District Clerk

Elise Fisher

Karen G. Schubert
District President





NORTHERN MORaine W R D

AGENDA ITEM # 10C

<u>Meeting Date:</u>	April 14, 2025
<u>Item:</u>	Employee Policy Manual Update
<u>Staff Recommendation:</u>	For Informational Purposes Only
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District has received official notification that our cost share waiver for the current \$959,752 grant was denied due to changes in the rules for cost share waivers. While we qualified for this waiver with the phase 1 grant through USEPA, this time around the rule changes have created an unexpected situation where we need to contribute \$239,938 in District funds to get the grant. We have a few options.

1. Forego the grant
2. Try to complete a MHI survey of the service area to see if it qualifies. This appears to be problematic and will further delay the phase
3. Seek SRF bypass funding (loan) for the \$239,938. This will require us to bid the \$239,938 portion of Phase 2A to meet the loan requirements
4. Use District cash reserves

We would like to discuss the options at the meeting to determine a path forward.

Recommendation

For Discussion and Informational purposes only

Votes Required to Pass

Not applicable





REGION 5
CHICAGO, IL 60604

March 24, 2025

DECISION MEMORANDUM

SUBJECT: Northern Moraine Wastewater Reclamation District, Illinois, Request for Waiver of Cost Sharing Requirement for a Congressionally Directed Spending (CDS)/Community Project Funding (CPF) (Community Grants) Water Infrastructure Project Pursuant to the FY 2024 Consolidated Appropriations Act (P.L. 118-42) (FY 2024 Appropriations Act)

FROM: Tera Fong, Water Division Director, U.S. EPA Region 5

3/26/2025

X 

Tera Fong
Water Division Director, U.S. EPA Region 5
Signed by: TERA FONG

Decision: The U.S. Environmental Protection Agency is hereby denying a waiver to the cost sharing requirement to provide non-federal funds in the amount of \$239,938 for the FY 2024 appropriation of \$959,752 for Northern Moraine Wastewater Reclamation District for the Multi-Phase Holiday Hills Wastewater project. This denial of this waiver applies only to the project identified in the FY 2024 Appropriations Act. Should subsequent appropriations acts specify additional funding for this or other projects, Northern Moraine Wastewater Reclamation District must apply for a separate waiver.

Background: The EPA supports waiving required non-federal cost share for projects that primarily serve, disadvantaged communities. The EPA is using the discretion provided by the FY 2024 Appropriations Act¹ to consider waiving or reducing statutorily required non-federal cost share on Community Grant funds when requested and appropriate. As provided in the FY 2024 Community Grants Program Final Implementation Guidance,² the EPA will consider one Cost Share Waiver criteria in defining disadvantaged communities for the purposes of Community Grants. Projects in

¹ The Consolidated Appropriations Act, 2024, contains the following provision: "Provided, That \$787,652,267 of the funds made available for capitalization grants for the Clean Water State Revolving Funds and \$631,659,905 of the funds made available for capitalization grants for the Drinking Water State Revolving Funds shall be for the construction of drinking water, wastewater, and storm water infrastructure and for water quality protection in accordance with the terms and conditions specified for such grants in the explanatory statement...for projects specified for "STAG—Drinking Water State Revolving Fund" and "STAG—Clean Water State Revolving Fund" in the table titled "Interior and Environment Incorporation of Community Project Funding Items/Congressionally Directed Spending Items" included for this division in the explanatory statement...and, for purposes of these grants, each grantee shall contribute not less than 20 percent of the cost of the project unless the grantee is approved for a waiver by the Agency[.]

² [Community Grants Final Implementation Guidance](#)

communities that meet at least one of these criteria may request a waiver of the non-federal cost share requirement under the Community Grants Program.

Assessment of Waiver Request: The EPA reviewed the waiver request including accompanying supporting documentation. The basis included assessment of source data and quantitative analysis for the waiver criteria identified below for the primary beneficiary of Northern Moraine Wastewater Reclamation District's project.

Criteria A - Community Median Household Income (MHI) is less than 80% of State MHI.

- The Village of Holiday Hills 2018 Special Income Survey MHI of \$53,750.50 is 84.5% of the State of Illinois' 2018 American Community Survey (ACS) 5-Year MHI of \$63,575.
- McHenry County's 2023 ACS 5-Year MHI of \$102,836 is 125.8% of the State of Illinois' 2023 ACS 5-Year MHI of \$81,702.

Based on this assessment, Northern Moraine Wastewater Reclamation District's request for a waiver from the cost share requirement did not provide a sufficient basis to demonstrate that a waiver from the cost share requirement is warranted.

Northern Moraine Wastewater Reclamation District submitted a Special Income Survey using an average for the Village of Holiday Hills' 2018 MHI of \$53,750.50 and compared it with 2023 ACS 1-Year survey data for the State of Illinois' MHI of \$80,306. For accurate estimates, the data used for the criteria should be from the same year. The Community Grants Cost Share Waiver guidance states that if the local jurisdiction's MHI is unavailable, the surrounding county's MHI may suffice. The surrounding county of Village of Holiday Hills is McHenry County. According to the 2023 ACS 5-Year survey data, McHenry County's MHI is \$102,836, which is 125.8% of the 2023 ACS 5-Year survey data for the State of Illinois' MHI of \$81,702.

Finding: Given the lack of a sufficient basis to meet the MHI criteria, Northern Moraine Wastewater Reclamation District cannot be defined as a disadvantaged community for the purpose of the Community Grants Program. Northern Moraine Wastewater Reclamation District is hereby denied a waiver from the Community Grants Program Cost Share requirement for the FY 2024 \$959,752 appropriation for the Multi-Phase Holiday Hills Wastewater project.

If you have any questions concerning the contents of this memorandum, please contact Kori Johnson-Lane at johnsonlane.kori@epa.gov. If you would like to dispute this decision, refer to the Code of Federal Regulations at 2 CFR Part 1500 Subpart E for procedures.



NORTHERN MORaine W R D

AGENDA ITEM # 10D

<u>Meeting Date:</u>	April 14, 2025
<u>Item:</u>	Employee Policy Manual Update
<u>Staff Recommendation:</u>	Motion to adopt the Amended Northern Moraine Wastewater Reclamation District Employee Policy Manual
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District routinely reviews its Employee Policy Manual and updates it based on changes in law or needs of the District. The last revisions were completed in September 2023 based on new harassment laws. Our HR attorneys, Clark Baird & Smith did a review of our current Policy Manual and recommended some additional changes in the harassment language that they have implemented with other clients. In addition, I had them review our language related to CDL compliance and short term disability benefits. The District previously offered \$300 per week for a generous 26 weeks, well beyond the requirements for FMLA. That has been reduced to 12 weeks and adjusted to \$400 per week.

Recommendation

It is staff's recommendation to adopt the Amended the Northern Moraine Wastewater Reclamation District Employee Manual

Votes Required to Pass

Simple Majority via a Roll Call Vote



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240, Island Lake, IL 60042



Phone: 847-526-3300
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Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORaine

W R D

EMPLOYEE MANUAL

Approved December 2004

Revised November 2008

Revised May 2010

Revised January 2012

Revised February 2013

Revised November 2017

Revised October 2019

Revised February 2021

Revised October 2021

Revised December 2022

Revised September 2023

Revised April 2025

This Employee Manual is intended to acquaint you with the Northern Moraine Wastewater Reclamation District's employment policies, benefits, procedures and other general information about the District's operations. This manual only highlights the District's policies, practices and benefits for general information and is not a contract for employment and is not an agreement or promise of benefits. The District reserves the right to amend, supplement, or rescind any provisions, as it deems appropriate at any time. This Employee Manual supersedes and replaces all previous employee handbooks, manuals, management memos, and policy statements, whether oral or written, issued by the District pertaining to the policy areas contained herein. The provisions of this Employee Manual will apply only insofar as they do not conflict with any state or federal law.

The Island Lake Sanitary District was established by court order in October 1969, under the authority of the Sanitary District Act of 1917, to provide wastewater treatment operations to the District's facility planning area which encompasses the Village of Island Lake, the Village of Fox River Valley Gardens and the Village of Holiday Hills, as well as surrounding unincorporated subdivisions in the area.

In 1976, at the direction of the Illinois Environmental Protection Agency, the Village of Lakemoor contracted with the District for wastewater treatment when plans for the treatment plant and sewage collection system were under way.

The treatment plant was originally constructed in 1978 and began operation in September 1979. The official opening ceremony was held at the treatment facilities in October 1979.

The original treatment plant was designed to treat an average of 1.2 mgd (million gallons per day) with a total treatment capacity of 3.0 mgd. Effluent was treated by chlorination and discharged to the Fox River.

IEPA effluent limitation standards changed in 1990, requiring the District to add chlorination/dechlorination and sulfur dioxide feed equipment. In 1998 effluent limitation standards changed further, this time requiring extensive construction of new facilities totaling \$5.4 million. In 2018, further limitations on the effluent prompted construction of facilities to handle the removal of phosphorus from the effluent stream.

The Island Lake Sanitary District changed its name to Northern Moraine Wastewater Reclamation District by Court order 03MC4 on August 19, 2003. Northern Moraine celebrated it's 50th Anniversary at a public open house on September 14, 2019.

The District's primary objective is to maintain the highest state of excellence in the treatment of wastewater prior to returning our treated effluent back to watersheds and delicate ecosystems located both within and without the District's boundaries. We aim to educate our users and be good stewards of the water environment we protect.

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GENERAL EMPLOYMENT POLICIES

Employment At-Will

Your employment with the Northern Moraine Wastewater Reclamation District is on an at-will basis, meaning the District and its employees retain the mutual right to terminate the employment relationship “at will,” with or without warning, notice, or cause. As such, this Employment Manual shall not be construed to provide any guarantee or assurance of continued employment or employment for any specific period with the District.

Equal Employment Opportunity

The Northern Moraine Wastewater Reclamation District is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, gender identity, age, religion, creed, physical or mental disability, marital status, pregnancy, veteran or military status, immigration status, political affiliation, arrest record, family responsibilities, or any other factor protected by law.

Equal employment opportunity notices are posted near employee gathering places and the company bulletin board. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that the District’s equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices will be subject to termination.

Policies Prohibiting Harassment and Sexual Harassment

Introduction

The Northern Moraine Wastewater Reclamation District is committed to maintaining an environment free from discrimination and harassment of any kind by or relating to any employee, supervisor, elected official, vendor, client, customer or other person interacting with the District. To that end, the District has established specific policies prohibiting harassment and sexual harassment in accordance with the policies and requirements set forth in the Illinois Human Rights Act, 775 ILCS 5.

Policy Prohibiting Harassment

The District is committed to maintaining an environment free from discrimination and harassment. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the District expects that all relationships among persons in the office will be business-like and free of bias, prejudice, and harassment.

This policy forbids any employee, supervisor, elected official, vendor, client, customer, or other person to harass any employee of the District.

- Definition of Harassment

This policy adopts the definition of harassment as stated in the Illinois Human Rights Act, which currently defines harassment as:

Any unwelcome conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, citizenship status, or work authorization status that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

775 ILCS 5/2-101(E-1). This policy further prohibits harassing conduct or other workplace discrimination based on an employee's protected status under state and federal law, including gender, creed, political affiliation, or other any other legally protected status.

Discrimination based on an employee's reproductive health decisions is also prohibited. Reproductive health decisions include, but are not limited to, contraception use, miscarriage management, and care related to pregnancy or its termination.

Discrimination based on family caregiving responsibilities, such as attending medical appointments for family members or providing personal care, is also prohibited.

The District will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment. The District's policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation.

- Prohibited Conduct

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts and language; denigrating jokes; written or graphic material that degrades or shows hostility or aversion toward an individual or group; and disparagement or taunting of employees, including making false statements about employees. Written or graphic material in the workplace that may violate this policy include being placed on walls or elsewhere on the employer's premises or circulated in the workplace, on work time or using District equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means, including requests for service or records made by any individual to the District.

- Responsibility

All employees have a responsibility for keeping the work environment free of harassment. Every employee is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. No employees, not even the highest-ranking people in the District are exempt from the requirements of this policy.

Employees are encouraged to inform others in the workplace whenever their conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, employees should come forward with complaints about alleged problems or violations of this policy at any time. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive. The employee experiencing or witnessing what he or she believes to be harassment must not assume that the employer is aware of the conduct.

- Reporting

An employee who either observes conduct the employee believes to be harassment or believes herself/himself to be the object of harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee or a supervisor. It is not necessary for harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be harassment through any of the following avenues:

- *Electronic/Direct Communication.* If there is harassing behavior in the workplace, the harassed employee can directly and clearly express her/his objection to the employees engaged in the behavior that the conduct is unwelcome and request that the offending behavior stop. This communication can be verbal, or in writing in a note or a memo. The District recognizes that, when harassing conduct of non-employees occurs, the dynamic of such relationship may make direct communication ineffective or otherwise untenable; in such instances, communication of the harassing conduct to supervisory personnel is essential.
- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to: the immediate supervisor of the person making the report; a department head; a director of human resources; an ethics officer; the District Manager; or the chief executive officer of the District. Each supervisor must immediately report to the District Manager any complaint or observation of conduct which may violate this policy.

This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination. Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

- *Resolution Outside District.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the District. However, all District employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities within 300 days of the alleged incident(s) unless it is a continuing offense:

Illinois Department of Human Rights
555 W Monroe St Ste 700,
Chicago, IL 60661
(312) 814-6200

Equal Employment Opportunity Commission
230 S Dearborn St Suite 1866
Chicago, Illinois 60604
312-872-9777

It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy against harassment in the workplace are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

- Investigation and Response

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the District. However, because of the difficulties associated with investigating anonymous complaints where the ability to obtain additional information is limited, the District's ability to respond to an anonymous complaint may be limited. To facilitate an appropriate and effective response to complaints, the District relies on a reporting employee's willing cooperation in the investigation.

Confidentiality cannot be guaranteed during an investigation, but will be protected to the extent possible. The District will take appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The District might also conclude, depending on the circumstances, either that no violation of the policy occurred or that the District cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the District will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The District may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of policy.

If the person who engaged in the inappropriate conduct is not employed by the District, then the District will take whatever corrective action is reasonable and appropriate under the circumstances, including, but not limited to, restricting the manner and opportunities for the individual to interact with the District and its employees. This may include barring the individual from attending public District meetings in person and rejecting requests of persons that are made in violation of this policy.

Policy Prohibiting Sexual Harassment

- Prohibition on Sexual Harassment

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the District to prohibit harassment of any person by any District official, agent, employee, contractor, consultant, person performing services for the District pursuant to a contract, agency, or office ("***District Personnel***") on the basis of sex or gender. All District Personnel are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

- Definition of Sexual Harassment

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- (1) Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy, or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other persons, even outside of their presence, of a sexual nature.
- (2) Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking," or "kissing" noises.
- (3) Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- (4) Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- (5) Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The District will assess sexual harassment by a standard of what would offend a "reasonable person."

- Procedure for Reporting an Allegation of Sexual Harassment

Any District Personnel who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending person, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any District Personnel may report conduct which is believed to be sexual harassment, including the following:

- (1) *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed person should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

- (2) *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the District Personnel feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the District manager, or the chief executive officer of the District.
- (3) The District Personnel experiencing what he or she believes to be sexual harassment must not assume that the District is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the District will not be presumed to have knowledge of the harassment.
- (4) *Supervisory Responsibilities.* Supervisors have the same requirements to refrain from unlawful harassment (including sexual harassment), discrimination, and retaliation. In addition, supervisors have an absolute obligation to report any complaint from an employee (regardless of whether the employee was the victim or a witness to the misconduct) as well as any observed potential violation of this policy.
- (5) *Resolution Outside District.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the District. However, all District Personnel have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. A complaint with the IDHR or the EEOC must be filed within 300 days of the alleged incident(s) unless it is a continuing offense.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the District. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

- Prohibition on Retaliation for Reporting Sexual Harassment Allegations

No District Personnel shall take any retaliatory action against any other person due to their:

- (1) Disclosure or threatened disclosure of any violation of this policy,
- (2) The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
- (3) Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action includes, but is not limited to, reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any District Personnel that is taken in retaliation for their involvement in protected activity pursuant to this policy. Retaliation is prohibited even if the report is unsubstantiated, so long as the report was made in good faith. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for a person who does any of the following:

- (1) Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
- (2) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
- (3) Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

Any District Personnel who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge within 300 days after the alleged retaliation, or otherwise in accordance with the procedures established by the relevant agency.

- Consequences of a Violation of the Prohibition on Sexual Harassment

In addition to any and all other discipline that may be applicable pursuant to District policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the District and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the District shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

- Consequences for Knowingly Making a False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment, but does not include a report made in good faith which cannot be proven or unsubstantiated. Given the seriousness of the consequences for the accused, a false report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable District policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class

A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

Policy Against Retaliation

As further provided herein, the District has a strict anti-retaliation policy and all employees should be advised that retaliation will not be tolerated against any person who has filed a complaint in regards to harassment, discrimination or retaliation; or who assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or who files a charge of discrimination or harassment or retaliation; or who otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation is prohibited even if the report is unsubstantiated, so long as the report was made in good faith. In addition, any witness will be protected from retaliation. Retaliation will result in severe discipline, up to and including termination. Anyone experiencing or witnessing any conduct he or she believes to be retaliatory should immediately report such conduct using the complaint process in the District's Policies Prohibiting Harassment and Sexual Harassment.

Policy Establishing Procedures for Reporting Improper Governmental Conduct and Prohibiting Retaliation Against Whistleblowers

- Prohibition on Retaliation Against Whistleblowers.

In keeping with its policy of maintaining the highest standards of conduct and ethics, the District will investigate and take appropriate action related to suspected violations of federal, State, or local laws or rules. In furtherance of this effort, it is the District's policy ("**Policy**") to prohibit any Retaliation against an Employee or contractor who (1) reports an Improper Governmental Action under this Policy; (2) cooperates with an investigation by an Auditing Official related to a report of Improper Governmental Action; or (3) testifies in a proceeding or prosecution arising out of an Improper Governmental Action ("**Whistleblowing Activities**"). This Policy is in addition to, and applies to the extent that it does not conflict with, the rights and procedures provided by the Whistleblower Act, 740 ILCS 174/1 *et seq.*, the Public Officer Prohibited Activities Act, 50 ILCS 105/4.1, the Illinois Human Rights Act, 775 ILCS 5/6-101, the State Officials and Employees Ethics Act, 5 ILCS 430/15-10, and any other applicable federal or State law related to Whistleblowing Activities ("**Whistleblowing Laws**").

Every Employee shall receive a complete copy of this Policy and Section 4.1 of the Public Officers Prohibited Activities Act, which is included in Sec. VII below, upon commencement of employment and at least once each year of employment.

- Definitions.

This Policy adopts the definitions of the following terms as stated in the Public Officers Prohibited Activities Act:

"Employee" means anyone employed by the District, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Policy.

"Improper Governmental Action" means any action by a District employee, an appointed member of a board, commission, or committee, or an elected official of the District that is undertaken in violation

of a federal, State, or District law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "Improper Governmental Action." "Improper Governmental Action" includes Retaliation. "Improper Governmental Action" does not include a District personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to Retaliation.

"Retaliation" means any adverse change in an Employee's employment status or the terms and conditions of employment that results from an Employee's protected activity under this Policy. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

"Auditing Official" means the District Manager or, if the District Manager is the person performing the Improper Governmental Action, then the District President.

- Procedure for Reporting Suspected Improper Governmental Action.

The District adopts the procedures described herein insofar as they do not conflict with the Public Officer Prohibited Activities Act or any other Whistleblowing Law. To invoke the protections of this Policy, an Employee shall make a written report of Improper Governmental Action to the appropriate Auditing Official (a **"Report"**). Any Report (including any Report by an Employee who believes he or she has been Retaliated against in violation of this Policy) must be filed with the Auditing Official within 90 days after the Employee gains knowledge of the Improper Governmental Action or Retaliatory Action. Documentation of any Improper Governmental Action may be submitted to the Auditing Official, including, but not limited to, written records such as letters, notes, memos, and telephone messages.

An Employee witnessing what he or she believes to be Improper Governmental Action must not assume that the Auditing Official is aware of the conduct. If the Employee fails to file a Report of an alleged Improper Governmental Action to the Auditing Official, the Auditing Official will not be presumed to have knowledge of the conduct.

The Auditing Official may develop forms for filing a Report and may also promulgate additional rules to improve the processes of filing and investigating Reports.

All Reports of Improper Governmental Action will be accepted and investigated regardless of the manner or form that such Report is filed with the Auditing Official. Because of the serious implications regarding, and the difficulties associated with the investigation of, any Report of Improper Governmental Action, as well as the questions of credibility involved with investigating Reports, Employees' willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

- Investigation of Allegations of Improper Governmental Action.

- (1) The Auditing Official shall manage, investigate, and dispose of Reports of Improper Governmental Action filed under this Policy. The Auditing Official (or a licensed attorney designated by the Auditing Official) shall conduct a thorough and comprehensive investigation

of such Reports, which may include interviewing witnesses, gathering documents, hiring outside counsel, preserving evidence, and taking other reasonable steps to ensure a full and fair investigation. The Auditing Official's processes and procedures for investigating Reports shall be governed by this Policy and the nature and scope of the complained of conduct. Upon conclusion of an investigation, the Auditing Official shall issue written "**Findings.**" If an Auditing Official's Findings conclude that an Improper Governmental Action has taken place or concludes that the District, or any of its departments, officials, or Employees have hindered the Auditing Official's investigation into the Report, the Auditing Official shall notify in writing the District President and/or any other individual or entity the Auditing Official deems necessary under the circumstances.

- (2) The Auditing Official may transfer a Report to another Auditing Official or a designated licensed attorney (including without limitation the State's Attorney) for investigating such Report and preparing Findings, if the Auditing Official deems it appropriate.
- (3) To the extent allowed by law, the identity of an Employee making a Report shall be kept confidential unless the Employee waives confidentiality in writing. Auditing Officials may take reasonable measures to protect Employees who reasonably believe they may be subject to bodily harm for making a Report.
- (4) The following remedies are available to Employees subjected to Retaliation:
 - a. Auditing Officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.
 - b. In instances where an Auditing Official determines that restitution will not suffice, the Auditing Official may make his or her Findings available for the purposes of aiding in that Employee or the Employee's attorney's effort to make the Employee whole.

- Consequences of a Violation of the Prohibition on Retaliation.

In addition to any penalties available under the Whistleblower Laws, any person who engages in Retaliation under this Policy may be subject to suspension without pay, demotion, or discharge.

- Consequences for Knowingly Making a False Report.

A false report is a Report made to an Auditing Official with the knowledge at the time of the Report that there is no reasonable ground for believing that the Improper Governmental Action had occurred, but does not include a Report made in good faith which cannot be proven. Any Employee or appointed District official who makes a false Report shall be subject to discipline or discharge pursuant to applicable District policies, employment agreements, procedures, employee handbooks, and/or collective bargaining agreements.

- Section 4.1 of the Public Officers Prohibited Activities Act

Below is the text of Section 4.1 of the Public Officers Prohibited Activities Act as established by P.A. 101-652, § 10-135, eff. July 1, 2021. Please refer to 50 ILCS 105/4.1 for any updates.

§ 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

- (1) reports an improper governmental action under this Section;
- (2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or
- (3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions,

whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action". "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

50 ILCS 105/4.1

Employment Eligibility Verification

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If you at any time cannot verify your right to work in the United States, the District may be obliged to terminate your employment.

Driver's License and Driving Record

Employees whose work requires operation of the District's specialized equipment and motor vehicle must present and maintain a valid CDL driver's license. Any changes in your driving record must be reported to your supervisor immediately. Failure to do so and/or maintain a valid CDL driver's license may result in disciplinary action, up to and including possible termination.

Health Examinations

The District reserves the right to require an employee's participation in a physical or psychological examination or medical test with a health care provider designated by the District at any time to determine the employee's fitness to perform the duties of the position or for other business-related and operational reasons. The District shall pay for all such health exams which shall be performed by a licensed medical professional or professionals appointed by the District.

Education Requirements

All full time employees are required to have a high school diploma, G.E.D. certificate or IEPA wastewater certificate.

Confidential Information

No one is permitted to remove or make copies of any of the District records, reports or documents without prior management approval. Confidentiality is extremely important in order to maintain the public and community's trust. Access to or disclosure of confidential information about other employees or private information about the District's customers could lead to termination, as well as other possible legal action. In the course of performing work for the District, an employee may obtain knowledge of confidential or sensitive work-related information, including information about citizens and non-public information about operations and employees. Such confidential information includes personal or private information of employees, customers, citizens, and vendors, such as personal telephone numbers, personal email addresses, home addresses, personal license plates or other unique identifiers, personal financial information, medical information, information about minors, and other sensitive information. Other confidential information may include trade secrets, reports and analysis prepared by the District or third parties that have not been released to the public, information provided for audit purposes that has not been released to the public, information related to other actions that remain under review or in a preliminary or draft state, attorney-client communications, or other information that is not subject to disclosure under state or federal law. An employee is only authorized to access the information that is required for performance of the employee's job duties. Any unauthorized access to confidential information may be considered "snooping" and may subject an employee to discipline.

Solicitations and Distributions

Solicitation for any cause during working time and during non-working time in areas where it will disturb other employees who are working is not permitted. You are not permitted to distribute non-District literature in work areas at any time or during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Employees are not permitted to sell chances, merchandise or otherwise solicit or distribute literature in non-work areas during non-work time without management approval.

Persons not employed by the District are prohibited from soliciting or distributing literature on District property or from entering District property to solicit or distribute literature.

Dress Code and Personal Appearance

The District provides work clothes (polos, t-shirts, sweatshirts, etc.) with the District logo on them. In addition, the District provides a clothing allowance to be spent on approved items annually. Clothing allowances are \$200 for staff required to be in the field and \$100 for office staff per fiscal year. Clothing allowances will be used for clothing, work jeans and safety boots. For reasons of safety, the District does not allow tank tops, shorts and gym shoes to be worn during working hours unless permitted by the District Manager. You are expected to be suitably attired in clean clothes and groomed appropriately during working hours or when representing the District.

Smoking

Consistent with the Smoke-Free Illinois Act, the District's buildings and vehicles are designated as "**NO SMOKING**" areas. This policy prohibits the use of the use of tobacco products, e-cigarettes, or smokeless tobacco products. Such use is only allowed in designated areas that are a sufficient distance

from any entrance, exit, windows that open or any ventilation intakes that serve an enclosed area of any District building.

EMPLOYEE STATUS

Full-Time Employees

An employee who has successfully completed their introductory period (see the Introductory Period Policy for a specific definition) and who works at least 32 hours per week is considered a full-time employee.

Part-Time Employees

An employee who works less than 30 hours per week, or one who is hired for only a specific duration, e.g., summer employment of a college or high school student, is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Employee Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

Exempt Employees

An employee paid on a salaried basis and who serves in executive, administrative, professional or other “exempt” positions as defined in applicable wage and hour laws as determined by the District. Exempt employees are not eligible for additional overtime pay.

Non-Exempt Employees

An employee who is entitled to overtime pay for all hours worked in excess of 40 in any work week.

Introductory Period

Your first ninety (90) days of employment at the District are considered an Introductory Period. The purpose of the Introductory Period is to evaluate your work record, attendance, compatibility, and any other aspect of job performance deemed essential to achieving the highest level of performance. At the end of the Introductory Period, your supervisor will discuss your job performance with you. This review will be similar to the job performance review that is held for regular full-time or part-time employees on an annual basis.

Progression through the introductory period does not guarantee continued employment with the District for any particular term and does not alter the status of “at-will” District employees.

A former employee who has been rehired after a separation from the District of more than one (1) year is considered an introductory employee during their first ninety (90) days following rehire.

Anniversary Date

The first day you report to work is your “official” anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Employee Manual.

WORK SCHEDULE

Business Hours

Our regular operating hours are from 8:00 a.m. to 4:00 p.m., Monday through Friday. The normal work week consists of five (5) days, each eight (8) hours long, Monday through Friday.

Your particular hours of work and the scheduling of your meal period will be determined and assigned by the District Manager. Most employees are assigned to work a forty (40) hour work week. Should you have any questions concerning your work schedule, please ask your supervisor. Changes in work schedules may be made where in the best interest of the District as determined by the District Manager.

Field Operators certified in wastewater treatment by the Illinois Environmental Protection Agency shall be required to work overtime and remain "on-call" during evenings and weekends. Such "on-call" responsibilities shall be assigned on a rotational basis to provide for equal distribution of "on-call" hours based upon Field Operators available for such assignment.

District and Department Meetings

On occasion we may request that you attend a District sponsored meeting. If this is scheduled during your regular working hours, your attendance is required. If you are a non-exempt employee, and attend a meeting held during your non-working hours, you will be paid for the time you spend traveling to and from the meeting as well as for time spent at the meeting.

Attendance

You should be ready to work at the beginning of your assigned daily work hours, and to reasonably complete your projects by the end of your assigned work hours.

Absence or Lateness

From time to time, it may be necessary for you to be absent from work. The District is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Vacation and personal days have been provided for this purpose.

If you are unable to report to work or if you will arrive late, please contact your supervisor immediately and in every instance no later than one half hour prior to your shift start time. If you know in advance that you will need to be absent, please request this time off directly from your supervisor.

If you are arriving to work late please let your supervisor know when you expect to arrive for work. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call for you.

Absence from work for three (3) consecutive days without notifying your supervisor will be considered a voluntary resignation.

Where the pattern of sick leave usage, tardiness or leaving early indicates possible wrongful use of sick leave privileges, the District may require verification by a physician at any time at the employee's expense. If an employee develops a pattern of sick leave usage, the District suspects sick leave abuse, or the employee repeatedly uses sick leave, the District may require employees to submit a doctor's verification for each subsequent illness which occurs within a stated period of time. Excessive absences, tardiness or leaving early may lead to disciplinary action, including possible dismissal.

Meal and Break Periods

You are entitled to two (2) fifteen (15) minute paid breaks each workday. Normally these breaks will be scheduled at two different intervals, one prior to your meal period and one after your meal period.

If you work longer than four (4) hours, you will be given an unpaid meal period. The time when meal periods are scheduled varies, depending on the day's work schedule. **Taking a lunch break is mandatory.** You may not perform any work during your regularly scheduled meal period unless you have received prior approval from your supervisor. It is important to return to work on time at the end of your meal period.

COMPENSATION

The District's Board of Trustees reviews its compensation of employees annually, through the approval of a Salary Administration Policy and adoption of a Salary Ordinance and/or salary budget. It is the responsibility of the District Manager to administer the Salary Policy. Compensation is determined based on availability of budgeted funds, employee performance appraisal results, skills and disciplinary history, and such other operational factors as the District Manager determines appropriate.

NMWRD staff who receive an upgrade in their wastewater operator certification by the Illinois EPA may be eligible to receive a wage increase based on a percentage of their annual base pay, per the following schedule:

Collection System	1%
Class 4	1%
Class 3	2%
Class 2	3%
Class 1	4%

Pay Period and Hours

Our payroll workweek begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 p.m. the following week.

Bi-Weekly Pay Cycle

Payday is normally on every other Friday for services performed during the two (2) week period ending on the previous Friday at 11:59 p.m.

Mandatory Deductions from Paycheck

The District is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to IMRF, Medicare and Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information, you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from the District Manager immediately.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

The District will administer any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, as required by law.

Voluntary Deductions for Paycheck

The District offers employees the opportunity to participate in a voluntary 457 type, deferred income retirement savings plan through MissionSquare (formerly ICMA-RC) to allow all full time employees the ability to plan for retirement. Participation is voluntary and the District shall have no liability for any investment losses suffered by employees for any reason. To assist and support employee's retirement savings, the District will deduct and transfer pre-tax funds to MissionSquare from employee's paychecks as directed by employees. Employees shall bear the sole responsibility of determining their bi-weekly deduction and in verifying that the District is processing these deductions in accordance with their wishes. The District Manager is the designated official responsible for the 457 plan and can supply employees with program information upon request.

The District will also deduct payments for the proportionate share of family medical coverage and for flexible spending accounts, based on the employee's choice and as outlined in this manual.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell the District Manager immediately. He or she will take the necessary steps to research the problem and to make any necessary correction.

Overtime Pay

If you are a non-exempt employee, you will be eligible to receive overtime pay of one and one-half (1-1/2) times your regular hourly wage for approved hours actually worked over forty (40) hours in one (1) week. Non-emergency overtime hours must be approved by the District Manager in advance of working such time. Failure to obtain required approval prior to working overtime may result in discipline, including termination. Non-scheduled sick time, meaning time taken without approval at least one half hour prior to the start of an employee's work hours, or other non-working time does not count as hours worked for the purpose of computing eligibility for overtime pay. Leave due to job-related injury, paid holiday, jury duty, scheduled vacation time, scheduled personal business time and scheduled sick time shall count as hours worked for the purpose of computing overtime pay.

Field Operators certified in wastewater treatment by the Illinois Environmental Protection Agency shall be required to work overtime and remain "on-call" during evenings and weekends on a rotational basis. The operator on-call shall receive an additional 4 hours for that week as compensation for being on-call. Operators who respond to emergency call outs during non-working hours shall receive a minimum of 2 hours call out pay at the appropriate rate for time actually worked not immediately preceding or following regular working hours. Operators called out within two hours of the regular reporting time or required to work beyond the end of the regular work day will receive pay at the appropriate rate for hours actually worked. Operators who are able to handle an after-hours call, such as a lift station alarm that can be reset via phone, District provided computer, or a customer call not requiring the operator to report, shall receive pay for that time actually worked, at the appropriate rate in quarter hour increments.

Scheduled overtime work, such as weekend duty, or work that may be scheduled in advance during non-working hours shall be compensated at the appropriate rate for hours actually worked.

If you work overtime on an emergency call after completing an eight 8 hour day, and your work continues into the next day thereby causing you to be unable to work a full shift the next day because of lack of sleep, the District Manager may authorize such hours to be paid at a premium rate of one and

a half times your regular hourly rate, notwithstanding your failure to complete a forty (40) hour work week because you did not work a full shift the next day.

Any additional rates of pay shall not be “pyramided” with overtime or other supplemental pay.

Compensatory Time Off

In lieu of overtime compensation the District and each full-time employee may agree that the employee will receive compensatory time off which will be computed in the same manner as overtime. The District reserves the right to pay overtime in cash, and unless mutually agreed in advance, all overtime will be paid in cash. Employees must request the use of Compensatory time at least 48 hours before their use when practicable. Employees may not accumulate more than 40 hours of compensatory time at any given time. Compensatory time may be used in fifteen (15) minute increments and can not exceed 80 hours of usage in a calendar year. The District may cash out a non-exempt employee's accrued compensatory time off at any time or otherwise require employees to use accrued compensatory time.

Work Performed on District Holidays

Full-time non-exempt employees who work on a District holiday will receive premium pay at a rate of one and a half times the regular hourly rate for hours worked on the holiday.

Time Records

You are responsible for accurately recording your time. The District does not allow non-exempt employees to work “off the clock” without compensation. Non-exempt employees must record all hours of work, including work performed away from the workplace, on their time sheets and receive prior authorization if performing work outside of the employee's assigned work hours. Failure to accurately record all hours of work may result in disciplinary action, up to and including possible termination of employment

No one may record hours worked on another's timecard. Tampering with another's time record will result in disciplinary action, up to and including possible termination of both employees. In the event of an error in recording your time, please report the matter to the District Manager immediately.

PERFORMANCE AND COMPENSATION REVIEWS

Performance Reviews

Because we want you to grow and succeed in your job, the District conducts a performance review at least one (1) time per year for each employee. New employees may be reviewed near the end of their Introductory Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During a formal performance review your supervisor may cover the following areas:

- Quality and quantity of your work
- Strengths and areas for improvement
- Attitude and willingness to work
- Initiative and teamwork
- Attendance
- Problem solving skills
- Ongoing professional growth and development

Additional areas may also be reviewed as they relate to your specific job. Your review provides an opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your professional interests and work-related goals. The performance review gives your supervisor an opportunity to identify performance concerns that may affect advancement or to suggest ways for you to advance and make your job at the District more fulfilling.

The District Manager can answer any questions you may have about the performance review process.

Compensation Reviews

The District's compensation reviews are usually made annually by the Board of Trustees at a regular board meeting in April based on budget requests and recommendations submitted by the District Manager in accordance with the District's Salary Administration Policy and Procedure.

The District periodically conducts a review of job descriptions to identify changes in the duties and responsibilities of each position and to adjust compensation accordingly where necessary.

BENEFITS

The District is committed to sponsoring a comprehensive benefits program for all eligible employees.

The District will periodically review the benefits program and will make modifications as appropriate to the District's condition. The District reserves the right to modify, add or delete the benefits it offers.

Eligibility for Benefits

If you are a full-time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverage is available to you and your dependents as defined in the benefit summary plan descriptions.

If you are a part-time employee, you will enjoy only those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Insurance Coverage

A comprehensive, quality health insurance program is available to you and your family based on a two-tiered system. You become eligible for coverage as of the date of employment.

Tier One: The District contributes 100% of the employee, employee/spouse, employee/child or employee/family premium costs for all qualified employees with dates of employment prior to December 1, 2017.

Tier Two: The District contributes 100% of the employee premium costs, and contributes 90% of premium costs for employee/spouse, employee/child or employee/family for all qualified employees with dates of employment after December 1, 2017.

The following benefits are provided, as defined and limited in the literature provided by our insurance company:

- Medical Care Coverage
- Group Term Life Insurance/Accidental Death and Dismemberment Insurance

Upon enrolling, you will obtain summary plan descriptions describing your benefits in detail.

Since the District employs fewer than twenty (20) employees, it is not subject to the continuation of benefits under the Federal COBRA laws. However, employees are entitled to continue coverage under the Illinois Health Insurance Continuation Rights law. Information on your rights under this act may be obtained from the District Manager.

Short Term Disability Benefits

The District will pay 50% of an employee's salary, up to \$400 per week, for a period of up to 12 weeks, upon the receipt of a doctor's statement indicating that the employee is unable to perform the essential functions of the employee's position for more than 30 days due to injury or sickness. Any such documentation and request will be subject to review by the District's medical professionals, and an employee may be required to submit to further medical examination by a District-appointed provider. An employee's failure to cooperate will disqualify the employee from collecting disability benefits.

Benefits begin upon the expiration of all sick-time, vacation time and personal business time benefits already available to the employee.

Weekly benefits will be reduced by any benefits you are entitled to receive under a disability provision of an automobile or other insurance policy.

Retirement Plan

Effective January 1, 2018, the District joined the Illinois Municipal Retirement Fund (IMRF) and became an IMRF employer. As such, payroll deductions will be made on behalf of employees, as determined by IMRF. The District shall contribute the variable rate employer share of the retirement cost based on total payroll for all qualified employees. Employees of the District must perform 1,000 hours of work annually to become qualified for the IMRF pension plan. Full IMRF details are available from the employer's plan administrator.

In addition, employees may take advantage of a District authorized 457 Retirement Savings Plan from ICMA and may make voluntary contributions to that plan through payroll deductions. The District, its Board of Trustees and officers have no interest or liability in the performance of that plan and makes no contributions to the plan on behalf of employees.

Educational Benefits

From time to time, as budgeted and authorized by the District Manager, the District may require employees to attend, at District expense, specialized training or courses to further their efficiency and increase their job knowledge. Where the District requires attendance at a course where a grade is issued, the District requires employees to earn a "C" or better. The District may also authorize a per diem and/or mileage reimbursement if such training or courses are held during working hours outside of the metropolitan Chicago area.

Tuition Reimbursement

The following criteria shall guide the approval of reimbursement for academic instruction:

Request for tuition reimbursement shall be approved by the District Manager prior to an employee registering for any classes. All classes taken or degree program shall relate to the employees current duties or reasonably expected future duties with the District.

- The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars (\$3,300) per fiscal year, or less depending on budgeted available funds.
- Employees pursuing academic instruction will be eligible for reimbursement of tuition, including books and fees.
- Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.
- Reimbursement shall be disbursed based on the following grade criteria:

<u>Grade</u>	<u>Reimbursement</u>
A	100%
B	80%
C	60%
D or less	0%

*For pass/fail classes, the District shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the District shall pay 50% for "Pass" and 0% for "Fail".

- The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee, the District will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in your taxable income.
- Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.
- Tuition reimbursement does not include mileage, fees, lodging, and special materials such as computer related items or incidental expenses.
- Seminars, workshops and other short-term training directly related to current District's needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

Submit to the District Manager, following the class:

- A completed "Statement of Educational Expenses" form
- Receipts for all expenses for which reimbursement is requested; and,
- Verification of the grade received in the course.
- Submit to the District Manager, the executed "Agreement for Repayment of Educational Expenses" form, pursuant to which you acknowledge your obligation to repay the District a portion of the funds reimbursed to you if you cease to be employed by the District within two (2) years following completion of the last course(s) or degree requirement per the following:

Time employed from and after last Course or Degree requirement	Amount to be refunded to District by the employee
Less than 12 months:	100%*
12 months to 18 months:	50%*
18 months to 24 months:	25%*

*Employees in a degree program shall refund to the District the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.

The Employee shall submit this information to the District Manager for final approval.

Expense Reimbursement

All employees are authorized reimbursement of prior approved business expenses. No expenses will be reimbursed without: 1) an employee requesting prior approval to incur the expense; and 2) an employee submitting documentation of the date, amount and business purpose for the expense, along with underlying receipts, invoices or bills. This documentation must be submitted within 30 calendar days of the expense in order to receive reimbursement. Only pre-approved, documented, business-related expenditures will be reimbursed. Under no circumstances will reimbursement of any expense that serves only a partial business purpose exceed 30% of the cost.

Leaves

Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies. Please consult the District Manager for further information.

Holidays

Regular full-time employees are eligible for holiday pay. The following holidays are recognized by the District as paid holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Holiday Policies

You may take time off to observe your religious holidays. If available, a full day of unused vacation leave may be used for this purpose. Please schedule the time off in advance with your supervisor. All national holidays are scheduled on the day designated by common business practice. In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only absences approved pursuant to applicable policy and in advance of the day before a holiday will be considered exceptions to this policy. If the holiday occurs during your scheduled vacation, you are eligible for the holiday pay in lieu of a vacation day. You are not eligible to receive holiday pay when you are on an unpaid leave of absence.

Vacation and Vacation Pay

Eligible employees accrue vacation for each month of service. The vacation accrual rate is based on length of employment, as follows:

<u>Full Years of Employment</u>	<u>Total Accrual per Year</u>
After 1 year	5 days vacation
2 to 7 years	10 days vacation
8 to 14 years	15 days vacation
Over 14 years	20 days vacation

Employees hired mid-year will receive their first vacation benefit time at the start of the following year, in the pro-rated amount of their service at the end of their partial year. For example, someone hired on July 1, 2020 will receive 2.5 days of vacation on January 1, 2021; 5 days on January 1, 2022 and 10 days on January 1, 2023.

Vacation Policies

The District will always try to let you use your vacation time as desired, but vacations cannot interfere with the District's operation. Therefore, your vacation must be approved by your supervisor at least three (3) weeks in advance. If any conflicts arise in vacation requests, preference will be given to the employee with the longest length of continuous service.

An employee's vacation pay will be the amount he would have received if he had worked regular hours at straight time during the vacation period.

Vacation periods are not cumulative and must be used during the calendar year. In the event vacation can not be used completely during the calendar year, employees are permitted to cash out up to a maximum of 40 hours of vacation at the end of the year.

If a regularly scheduled holiday falls during the time an employee is on vacation, the employee will receive an additional day of vacation.

Sick Leave

- Accrual and Accumulation

All full time employees shall be credited with two-thirds of a sick day per month. Sick leave will be computed on the basis of 6.666 hours earned on the first day of each month for a total of 80 hours per year. Sick leave may be accumulated to a maximum of 120 days (960 hours).

If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

- Sick Leave Use

Sick leave shall be allowed in the event of actual sickness or disability of the employee. All employees shall notify their supervisor of their illness prior to the normal reporting time to receive pay for the time absent.

In addition to employee illness, sick leave may be used for medical or dental appointments, illness in the immediate family and the birth of a male employee's child (or the adoption of a male or female employee's child) but not to exceed three days sick leave usage. Should additional time be required in the case of birth or adoption of a child, the employee must utilize vacation time, personal business time or unpaid leave as described in that section of the employee handbook.

- Physicians Certification/Physical Examination

The District may request verification of sick leave by a physician at any time and may require an employee to submit to a medical examination to verify use of sick leave, fitness for duty, or for other business-related reasons.

An employee who is off on sick leave for more than three (3) consecutive workdays will be required to submit a physician's certificate. The certification should indicate the specific nature of the illness or injury and a prognosis as to the earliest date when the employee will be able to return to work. In the event the employee does not return to work within the time frame established by the physician, the District may require the employee to have the physician's certificate updated.

- Sick Leave Buy Back

An employee who uses less than three (3) days sick leave in the calendar year may receive payment for the difference between three (3) days and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after January 1 are not eligible for this payment in the calendar year in which they are hired.

Separation/Retirement

Employees with over 40 days (320 hours) sick leave accumulation will receive payment of one-half of the accumulation up to a maximum of 60 days (480 hours) upon termination in good standing. The last month worked shall be credited towards the sick leave accumulation if the employee reported to work at least ten working days during the month. Termination in good standing is defined for this paragraph as retirement or voluntary resignation with at least a 10-working-day prior written notice to the District Manager and the return of all District property. The payment of one-half of accrued sick leave shall also apply to an employee who dies while a full-time employee if the employee has accumulated 40 days (320 hours) of sick leave.

Personal Business Days

All regular, full-time employees who are employed on January 1st of each year, with at least one year of service, are entitled to three (3) personal business days during the calendar year.

Regular, full-time employees with at least six months of service, but less than one year, will have 1.5 personal business days. If one year of service is completed during the calendar year, an additional 1.5 days will be accrued. New hires will receive 1.5 personal business days after the completion of six months of service.

Personal business days are flexible time that can be used by employees in small increments to a minimum of one-half hour. Personal business time can only be used with prior notice to the District Manager or designee. Personal business time can be used for personal business appointments, medical or dental appointments, and time off for other personal reasons. In the interest of efficient operations, requests for Personal Business time should be made in advance when practical.

If personal business time is not used during the calendar year, the remainder will be added to the sick leave accrual at the end of the calendar year. Personal business time is not paid as a termination benefit in the event of retirement, resignation or involuntary termination.

Unpaid Leaves

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with the District. It is the policy of the District to allow its eligible employees to apply for and be considered for certain specific leaves of absence. Ultimately, the granting of an application for an unpaid leave of absence is in the sole discretion of the District Manager

Time off for any reason during a working day will count first against your allotted sick days, personal business time or vacation days, as appropriate. Thereafter, unless specifically allowed, any time off will be without pay.

Failure to return to work as scheduled from an approved leave of absence or to inform the Manager of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

Jury Duty

The District will, upon proof, pay the difference between what an employee is paid for jury duty and his regular pay for up to ten (10) days of jury duty in any calendar year.

Military Reserves or National Guard Leave of Absence

Any employee, whether or not he/she is a member of any active or reserve component of the Armed Services, the Illinois National Guard, or the Illinois Naval Militia, shall be allowed military leave from employment with the District for any period actively spent in military service. Such leave shall be granted for a cumulative period of service of no longer than five (5) years, except as otherwise required by law. In order to receive a military service leave, employees must notify the District Manager of any upcoming military duty. The District requires a copy of the employee's orders and any additional documentation as requested in order to facilitate the proper administration of leave, differential pay and benefits.

Personal Leave of Absence

In special circumstances, the District Manager may grant a paid leave of absence for a personal reason. You should request a paid personal leave of absence from the District Manager. A personal leave of absence must not interfere with the operations of the District. The Manager will advise the Board of Trustees of his or her approval or denial of requests for leave.

A personal leave of absence may be granted for up to twenty (20) days. If your leave is extended for more than twenty (20) days, vacation and other benefits will no longer continue to accrue. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed upon will result in termination of employment.

Light Duty Policy

The District may require an employee who is receiving workers' compensation benefits to return to work in an available light duty assignment, upon the following conditions:

- Light duty assignments will be considered on a case-by-case basis and shall be based on the operational needs of the District. Further, light duty assignments are temporary and are reserved for employees who will be able to recover from their injuries. Light duty assignments are intended to benefit the employee and the District and to the extent that light duty assignments cease to serve the operational needs of the District, light duty assignments will be terminated;
- Light duty will be a temporary assignment and generally may not exceed ninety (90) days;
- No employee will be moved from his regular job in order to make a light duty work available to another employee;
- A District reserves the right to assign a designated physician to determine that the employee is physically able to perform the light duty assignment in question. In order to evaluate the need for or ability to work light duty, the District may ask for additional information from the employee's medical provider. Any medical information will be kept confidential as required by law. Light duty assignments shall be consistent with the limitations established by the employee's injury.

Nothing herein shall be construed to require the District to create light duty assignments for an employee, and the work the employee performs must have existed within the District before the illness or injury occurred. Employees will only be assigned to light duty assignments when the District in its discretion determines that the need exists and only as long as such need exists.

Reasonable Accommodation Policy

The District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified individual who is an applicant or an employee unless undue hardship would result. If an employee has a disability and requires accommodation in order to perform the essential functions of his or her job, the employee should contact the Executive Director and request such an accommodation. The employee should specify what accommodation the employee feel he or she needs to perform the employee's job. The District then will engage in an interactive process with the employee to identify the barriers, if any that are interfering with the employee's ability to perform the essential job functions. The District will identify possible accommodations, if any, that will help eliminate the limitation.

Upon presentation of medical documentation supporting the need for a workplace accommodation, the District will consider accommodation of pregnancy pursuant to this this procedure to the extent such accommodation does not pose and undue hardship on the ordinary operation of the business of the District. The District will follow the Nursing Mothers in the Workplace Act and provide reasonable break time during the first year after the child's birth each time the employee needs to express milk.

SAFETY

Office Safety

Office areas present their own safety hazards. Please be sure to:

- Leave desk, file or cabinet drawers firmly closed when not in use.

- Open only a single drawer of a file cabinet at a time.
- Arrange office space to avoid tripping hazards, such as telephone, calculator or computer cords.
- Remember to lift things carefully and to use proper lifting techniques.

Weapons

The District prohibits all persons who enter District property from carrying a handgun, firearm, knife or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by the District to carry a weapon on the property.

Any employee disregarding this policy will be subject to immediate termination.

Personal Use of District Property

In some instances, employees may be allowed to borrow certain District tools or equipment for their own personal use while on our premises. In no instance may this be done off our premises, or without prior District Manager approval. You understand and agree that the District is not liable for personal injury incurred during the use of District property for personal projects. As a District employee, you accept full responsibility for any and all liabilities for injuries or losses, which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

Use of District Vehicles

If you are authorized to operate a District vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must adhere to the following rules:

- You must be a licensed driver
- You must maintain weekly mileage reports if using personal vehicles for District use
- You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties and for following the manufacturer's recommended oil change schedule
- The District provides insurance on District vehicles, however, you will be considered completely responsible for any accidents, fines, moving or parking violations incurred
- The use of hand held personal communication devices or any item that may create a distraction is specifically prohibited while operating any District vehicle.
- You must keep the vehicle clean at all times. You must also wash and vacuum the vehicle as often as necessary
- Persons not authorized or employed by the District cannot operate or ride in a District vehicle

ACCIDENTS

Personal Injuries

It will be the duty of each employee to report any injuries requiring medical attention to the District Manager immediately. Workman's comp forms needed to receive medical attention are available in the District office. DO NOT SEEK MEDICAL ATTENTION WITHOUT NOTIFYING THE DISTRICT OFFICE.

Where payment is due an employee under the Workman's Compensation Law because of an on-the-job injury, the employee may be placed on a leave charged against his accrued sick leave to the extent of District paid time.

Accidents to District Equipment – Not Involving Other Persons or Person's Personal Property

The employee responsible will make a written report immediately to the Manager explaining the accident and the equipment involved. The Manager will be responsible for scheduling necessary repairs within budgeted funds or for obtaining additional authorization for repairs as necessary.

Accidents Involving District Employees – Personal Injuries to Others and Their Property

- The employee or employees will immediately contact the appropriate police department and the Manager.
- The employee will make no comments or remarks to anyone other than the appropriate police department and the Manager.

The Manager will investigate all accidents.

VIOLENCE IN THE WORKPLACE POLICY

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the District or which occur on the District's property will not be tolerated.

Acts or threats of violence include conduct, which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of co-workers or property are not tolerated. Examples of workplace violence include, but are not limited to the following:

- All threats or acts of violence occurring on the District's premises, regardless of the relationship between the District and the parties involved.
- All threats or acts of violence occurring off the District's premises involving someone who is acting in the capacity of a representative of the District.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to the following:

- Hitting, shoving an individual, or any other physical behavior or threat of physical behavior involving aggressive contact
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction, vandalism, or threatening to destruct the District's property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

The District prohibition against threats and acts of violence applies to all persons involved in the District's operation, including but not limited to personnel, contract, and temporary workers and anyone else on the District property. Violations of this policy by any individual on the District property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

Every employee is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to the District Manager in writing.

STANDARDS OF CONDUCT

Unacceptable Activities

Generally speaking, we expect each person to act in a professional and responsible way at all times. If you have any questions concerning any work or safety rule or any of the unacceptable activities listed below, please see the District Manager for an explanation.

Note that the following list of Unacceptable Activities does not include ALL types of conduct that can result in disciplinary action, up to and including termination.

- Violation of any District rule; any action that is detrimental to the District's efforts to operate efficiently;
- Violation of security or safety rules or failure to observe safety rules or the District safety practices; failure to wear required safety equipment; tampering with the District equipment or safety equipment;
- Negligence or any careless action which endangers the life or safety of another person;
- Being under the influence of alcohol or illegal drugs while at work; use, possession or sale of alcohol or illegal drugs while on duty or on District premises; illegal drugs include controlled substances as set forth in the District's drug and alcohol testing policy for drivers, any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages, or any other intoxicating substance;
- Unauthorized possession of firearms, weapons or explosives on District property or while on duty;
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on District premises or when representing the District; fighting, or provoking a fight on District property, or negligent damage of property;
- Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment;
- Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose;
- Engaging in an act of sabotage; negligently causing the destruction or damage of District property, or the property of fellow employees, customers, suppliers, or visitors in any manner;
- Theft or unauthorized possession of District property or the property of fellow employees; unauthorized possession or removal of any District property, including documents, from the premises without prior permission from the District Manager; unauthorized use of District equipment or property for personal reasons; using District equipment for profit;
- Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the District; alteration of District records or other District documents;
- Violating the non-disclosure policy; giving confidential or proprietary District information to other organizations or to unauthorized District employees; breach of confidentiality of personnel information;
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same;
- Immoral conduct or indecency on District property;
- Conducting a lottery or gambling on District premises;
- Unsatisfactory or careless work;
- Any inappropriate sexual, racial or other conduct;
- Leaving work before the end of a workday without approval of your supervisor; stopping work before time specified for such purposes; not being ready to work at the start of a workday;
- Sleeping or loitering during working hours;

- Excessive use of District telephone for personal calls;
- Smoking in restricted areas or at non-designated times;
- Creating or contributing to unsanitary conditions;
- Posting, removing or altering notices on any bulletin board on District property without the permission of an officer of the District;
- Failure to report an absence or late arrival; excessive absence or lateness;
- Obscene or abusive language toward any manager, employ or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on District premises;
- Speeding or careless driving of District vehicles;
- Failure to immediately report damage to, or an accident involving, District equipment; failure to immediately report any workplace accident;
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during working hours, or at a time or place that interferes with the work of another employee on District premises;
- Failure to use your timecard; alteration of your own timecard or records or attendance documents; altering another employee' timecard or records, or causing someone to alter your timecard or records.

Workplace Inspections Policy

The District wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. The District requires the cooperation of all employees in administering this policy. Desks, lockers and other storage devices may be provided for employee convenience but remains the sole property of the District. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the District at any time, with or without prior notice. The District also reserves the right to conduct searches and inspections of employees, employees' personal effects or District-provided materials such as boxes, thermoses, purses, briefcases, desks, computer files, cabinets, file drawers, or packages without notice. If you refuse to submit to a search or are found in possession of prohibited articles you will be subject to disciplinary action, up to and including dismissal. The District is not responsible for loss of or damage to personal property on the job.

TECHNOLOGY

Resources Policy

This policy addresses use of the District's Technology Resources and governs use of all District owned networks and devices attached to those networks and all District-owned electronic devices. This policy is subject to revision only by approval of the District Manager or Board in writing. The term technology resources refers to telephones, voice mail, computers (including desktop and portable computers, servers, networks, printers, software, and storage media), facsimiles, E-mail, Internet use, cell phones or other similar network systems and communication devices. This policy applies to all employees and all other persons who are authorized to use the District's technology resources (referred to as "users"). Unauthorized access to data or unauthorized use of technology resources is prohibited.

All District issued technology resources are the property of the District and as such are to be used for purposes related to the District's operations. All communications and information created on, transmitted by, received from, or stored in these technology resources or through the District's network systems may be accessed by authorized District personnel. Users shall have no ownership or

proprietary interests in the District's technology resources, whether or not the users have private access or an entry code into such resources. Users specifically consent to the access by and disclosure to the District of information created, entered, transmitted or received via the District's technology resources that are stored by a third-party electronic communication service or remote computing service and have no expectation of privacy in such information.

The District's technology resources may not be used to intentionally or unintentionally violate any local, state or federal civil or criminal law. Users are strictly forbidden from copying or downloading any applications from the computer network, copying or loading any applications onto the computer network, or disclosing information regarding the computer network to, or allowing the use of the computer network by, any third party. Users are absolutely forbidden from using the District's technology resources in any way that may be construed to violate the Non-discrimination and Anti-Harassment policy, Equal Employment Opportunity policy, or other policies.

Users likewise may not transmit any data that is harmful, threatening, abusive, malicious, tortuous, defamatory, libelous, vulgar, obscene, or invasive of another's privacy. Users are required to take all reasonable steps to avoid, eliminate and cease receipt of any potentially improper material. Claiming to be a passive recipient of improper material is unacceptable.

Any employee who discovers misuse of technology resources should immediately contact his supervisor or the District Manager.

To ensure that the use of technology resources is consistent with the District's legitimate business interests, authorized representatives of the District may monitor the use of such equipment from time to time to the extent permitted by applicable state and federal law. Users should not have any expectation of privacy with respect to any materials and information created on, transmitted by, received from or stored on these systems.

E-Mail Policy

This policy supplements the District's Technology Resources Policy and sets forth additional guidelines for use of the District's electronic mail (E-mail) system and other communication networks, such as text messaging. Every District employee is responsible for using the E-mail system or other communication networks properly and in accordance with this policy. Any questions about this policy should be addressed to the District Manager.

The E-mail system is the property of the District, as are other network systems and communication devices provided by the District for use in conducting District business. All communications and information created on, transmitted by, received from, or stored in these systems and networks are District records and property of the District. The E-mail system or any other messaging system or communication network available on District technology resources is to be used for District purposes only. Use of these systems or networks for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the District E-mail system or messaging system or communication network available on District technology resources.

The District, in its discretion as owner of the E-mail system and other messaging system or communication network, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over such systems and networks, for any reason and without the permission of any employee.

Even if employees use a password to access the E-mail system or other system or network, the confidentiality of any message stored in, created, received, or sent from the District technology

resources and communication devices still cannot be assured. Use of passwords or other security measures does not in any way diminish the District's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the District as E-mail files may need to be accessed by the District in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail and other messages are stored on a central back-up system in the normal course of data management.

Even though the District has the right to retrieve and read any E-mail and other messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail or other messages that are not sent to them.

The District's conduct policies, including the policy against sexual or other harassment, apply fully to the E-mail and other messaging systems, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, citizenship status, national origin, ancestry, gender, sexual orientation, gender identity, age, religion, creed, physical or mental disability, marital status, pregnancy, veteran or military status, immigration status, political affiliation, arrest record, family responsibilities, or any other factor protected by law.

The E-mail system or other messaging systems and communication networks may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail and other electronic communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on District letterhead.

DISCIPLINARY ACTIONS

The District may apply progressive discipline under the procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure or results in immediate termination.

Discipline Procedure

The District can take any of the following forms of disciplinary actions even for a first offense:

1. Oral reminder
2. Written warning
3. Suspension
4. Termination

Step One: Oral Reminder

Your supervisor will meet with you to discuss the problem or violation, making sure that you understand the nature of the problem or violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet the District's expectations.

Step Two: Written Warning

A written warning may be used to address repeated misconduct or performance deficiencies following a verbal reprimand or to address misconduct or performance deficiencies in the first instance. A written reprimand reflects a need for you to immediately remedy the problem and will be reflected in a written memo placed in your personnel file.

Step Three: Suspension

A suspension is a temporary removal of an employee from active service without pay by the District Manager. A notice of suspension documenting the reasons for suspension and length of suspension will be placed in your personnel file.

SEPARATION OF EMPLOYMENT

Termination

You are free to terminate your employment with the District at any time, with or without reason. Likewise, the District has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of the District.

The District hopes and expects that you will give at least two (2) weeks notice in the event of your resignation. Any accrued but unused vacation time will be paid out at the time of employment termination. Any unused sick time will be paid out as described in the Sick Leave portion of this policy.

Return of District Property

Any District property issued to you, such as shirts, telephones, keys, instructional material, and credit cards must be returned to the District at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

Post-Employment Inquiries

The District does not respond to oral requests for references. In the event your employment with the District is terminated, either voluntarily or involuntarily, the Manager may provide dates of employment and last position held.

Appendix “A”

Drug and Alcohol Testing Policy for CDL Drivers

To: All Commercial Driver Licensed (CDL) Employees

Subject: CDL Driver Testing Program

Date: March 15, 2011

Transmitted herein and effective immediately is the District’s drug and alcohol testing policy for CDL drivers. It is your responsibility to be aware of the requirements of this policy and to abide by this policy. Failure to comply with this policy may result in significant discipline, including termination.

I. Scope of Program

A. Employees Subject To Testing

The drug and alcohol testing required under this policy will apply to any individual who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce and who is required to possess a commercial driver's license (CDL) for the operation of the CMV.

B. Independent Contractors and Owner-Operators

Because this drug and alcohol testing program is required by the Federal Motor Carrier Safety Regulations, it applies to any individual who operates a motor vehicle on behalf of the District in a contract, lease or other agreement with the District. However, mere compliance with the provisions of this policy or the application of this policy to any person shall not operate to convert any independent contractor or other person into an employee of the District unless such other circumstances indicate the existence of an employer-employee relationship.

II. Program Definitions

A. Adulterated Specimen—A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

B. Alcohol--the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

C. Alcohol use—the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

D. Alcohol concentration (or content)--the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

E. Canceled Test—A drug or alcohol test that has a problem or cannot be considered valid under DOT rules. A canceled test is neither a positive nor a negative test.

F. Commercial Motor Vehicle (CMV) is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:

1. Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs. (4,536 kg.), or has a gross vehicle rating of 26,001 or more pounds (11,794 kg.); or
2. Is designed to transport 16 or more passengers, including the driver; or
3. Is of any size and is used in the transportation of hazardous materials required to be placarded under the Hazardous Materials Transportation Act.

G. Controlled Substances

1. Marijuana
2. Cocaine
3. Opioids
4. Amphetamines
5. Phencyclidine

H. Dilute Specimen—A specimen with creatinine and specific gravity values that is lower than expected for human urine.

I. Driver-- any person who operates a commercial motor vehicle, including but not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.

J. Safety-Sensitive Function—Function determined from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "Safety-sensitive functions" include:

1. All time at a *District* or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the *District*;
2. All time inspecting equipment as required by 49 CFR §§392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except, time spent resting in a sleeper berth conforming to the requirements of 49 CFR §393.76;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

K. Split Specimen—In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.

L. Substituted specimen—A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

Procedure:

I. Qualifications for Employment

A. Prohibited Conduct

District policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle:

1. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (§382.201).
2. No driver may use alcohol while performing safety-sensitive functions. (§382.205).
3. No driver may perform safety-sensitive functions within four hours after having used alcohol. (§382.207).
4. No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (§382.209).
5. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in § 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (§382.213).
6. No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (§382.215).
7. No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).

In the event the District has actual knowledge that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety-sensitive functions.

B. Removal From Service

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle, unless and until that driver has complied with the return to work requirements as prescribed in 49 CFR Part 40, subpart O and as described in Section VIII of this policy. The employee will also be subject to any discipline required by the District in accordance with Section VII of this policy.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

C. Prescribed Medications

Use of medication administered, prescribed by, or under the supervision of a physician and according to the prescribing physician's lawful directions or non-prescription medication in conformity with the manufacturer's specified dosage is not prohibited by this policy. However,

a driver must notify his or her supervisor of known side effects of therapeutic drug use that might affect the employee's job performance. In addition, the employee's physician must have advised the employee that the substance will not affect the employee's ability to safely operate a motor vehicle or equipment or otherwise function in his or her position.

D. Drug and Alcohol Background Check

Any driver the District intends to hire or use to perform a safety-sensitive function will be required to undergo a background check of any violations of Department of Transportation drug and alcohol testing regulations during the previous two years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the District (see Appendix A). The District will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, verified positive drug test results and refusals to be tested within the preceding two years from all of the driver's previous employers during that time period.

No driver will be allowed to perform a safety-sensitive function if the District discovers that he/she has had an alcohol test with a concentration of 0.04 or greater, a verified positive drug test result or has refused to be tested, unless and until the District confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

II. Testing Circumstances

A. Pre-Employment/Pre-Duty

Prior to the first time a driver performs a safety-sensitive function for the District (including job applicants and employees transferring into a position requiring the operation of a commercial motor vehicle), he/she will be required to undergo testing for controlled substances and will not be allowed to perform any such function unless a verified negative drug test result is received from the medical review employee.

B. Post-Accident

As soon as practicable following an accident, the District will require any surviving driver to submit to tests for alcohol and controlled substances if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
2. The driver received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incurring *disabling damage* as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Any driver involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so.

This requirement will not, however, require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her

absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. In order to ensure expeditious testing, the District will provide all drivers with information, procedures and instructions explaining the post-accident testing requirements.

If an alcohol test is not administered within eight hours following an accident, the District will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the District will cease its attempts to administer any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this Section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the District.

C. Random

The District will conduct random drug and alcohol tests at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year. All drivers will have an equal chance of being tested at any time, regardless of the number of his/her previous selections.

Any driver notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If a driver is performing a safety-sensitive function, other than driving, at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. However, a driver will only be required to submit to a random alcohol test if the driver is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function.

D. Reasonable Suspicion

Whenever the District has reasonable suspicion to believe that a driver has engaged in prohibited conduct, the driver must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances as documented in the Supervisors Report of Reasonable Suspicion (attached). These observations will only be made by a supervisor or District official who has received appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours

following the reasonable suspicion determination, the District will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

E. Return-To-Duty

Before a driver who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol and/or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and a verified negative for controlled substances use, respectively.

F. Follow-Up

Any employee who has engaged in prohibited drug and/or alcohol-related conduct will be subject to unannounced follow-up testing for alcohol and/or controlled substances as directed by the Substance Abuse Professional for up to 60 months after return to safety-sensitive duties.

G. Refusal to Test

Any driver who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service and prohibited from performing or continuing to perform a safety-sensitive function. Employees will also be subject to any discipline outlined in Section VII of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath test;
2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;
3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.
4. Submitting a substituted or adulterated specimen.
5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
6. Failing to remain at the testing site until the testing process is complete.
7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

III. Alcohol Testing Procedures

A. Alcohol Testing Personnel and Equipment

All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration.

B. Alcohol Testing Procedures

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is ≥ 0.02 , the BAT will immediately notify the District representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation test result is <0.02 , the test is negative.

C. Inability to Provide a Sample

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath or saliva sample, the employee will make two attempts to complete the testing process. If the employee cannot provide a saliva sample for the screening test, the employee will submit to a breath alcohol test. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the District representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the District. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

IV. Controlled Substance Testing

A. Specimen Collection Procedures

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located on-site at the District or at an off-site laboratory service center or medical clinic. For all FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process. The Collection Procedures are completely outlined in the attached FORM C.

B. Laboratory Analysis

The District shall select a laboratory for testing. All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA).

All specimens will be tested for the drug or drug classes listed in Section II using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS and DOT to eliminate negative specimens from further consideration. Any presumptive positive test will be subject to confirmation analysis.

Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS and DOT for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

When appropriate, the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include but are not limited to specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated. If the laboratory determines that the specimen is inconsistent with human urine, the laboratory will report the specimen as substituted. If the laboratory is unable to obtain a valid screening or confirmation analysis, the laboratory will report the specimen as Invalid. If the laboratory determines that the specimen's specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

The laboratory will report all test results to the Medical Review Officer (MRO) by confidential, secure electronic (not telephone) or hard copy transmission.

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

C. Medical Review Officer

All test results will be reported by the laboratory to a medical review employee (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CFR Part 40, subpart G. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The District will designate an MRO for its controlled substance testing program.

Prior to making a final test result for a positive, adulterated, or substituted specimen, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual, the MRO will contact a designated NMWRD representative who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the District is unable to contact the employee, the District will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:

1. If the individual expressly declines the opportunity to discuss the test;
2. If the designated NMWRD representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or
3. If neither the MRO nor employer has successfully contacted the employee after 10 days of reasonable effort.

In the test result verification process for an opiate positive, adulterated or substituted result, the MRO may require that the employee submit to a medical examination by a District-designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.

If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.

If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test. If the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the District that another specimen must immediately be collected under direct observation.

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

1. The MRO will disclose such information to the District, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, if in the MRO's reasonable judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or
2. The MRO will disclose such information to the District, if in the MRO's reasonable medical judgment, the information indicates that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. [The split specimen testing at another laboratory will be at the employee's expense].

If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with

information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. If the split specimen is unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the District that another specimen must be immediately recollected under direct observation.

V. Confidentiality and Recordkeeping

A. Confidentiality

The District will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal regulation or law. In addition, the District's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the District may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.) The District may be required to release information to a DOT agency or other Federal agency as required by applicable law or Federal regulation.

B. Access to Facilities and Records

Upon written request by any covered employee, the District will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The District will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board (NTSB) as part of an accident investigation, the District will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the

employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

VI. Employee Assistance Program/Substance Abuse Professional

A. Employee Education

The District, through the development of this policy has provided employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the District policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information may include the following:

1. Display and distribution of informational material
2. Display and distribution of a community service hotline telephone number or employee assistance program.

Copies of the above materials and this policy will be distributed to each employee hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The District will retain the original of the signed certificate and will provide a copy to the employee, if requested.

B. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

VII. Discipline

In addition to the removal from safety-sensitive functions required by Federal Motor Carrier Safety Administration Regulations, the NMWRD will take the following disciplinary action against any individual who violates this policy.

A. Applicants

An individual who tests positive on a pre-employment drug test will not be hired for a covered function position. Any individual who adulterates or substitutes a specimen provided for a pre-employment drug test will not be hired for a covered function position.

B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.04 or greater will be subject to discipline, up to and including termination of employment with the District. Any employee who engages in any conduct that constitutes a refusal to submit to a drug or

alcohol test required under this policy will be subject to discipline up to and including termination of employment with the District.

Any employee whose alcohol test result is 0.02-0.039 alcohol concentration will be removed from duty for at least 24 hours or until his/her next regularly scheduled shift, whichever is longer. All time suspended will be without pay. Any employee who tests 0.02-0.039 alcohol concentration on more than one occasion will be terminated from employment with the District.

IX. Recordkeeping and Reporting

A. Retention of Records

The District will maintain records relating to this policy as outlined in 49 CFR Parts 40 and 382. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

B. Management Information System Reporting

When required by the FMCSA, the District will prepare and submit an annual statistical report, in the format prescribed by the FMCSA, detailing the District's controlled substances and alcohol testing program activity.

FORM A
NMWRD
AUTHORIZATION FOR THE RELEASE OF DRUG AND
ALCOHOL TESTING INFORMATION

Prior Employer: _____ Driver: _____
Address: _____ Date of Birth: ____/____/_____
_____ Soc. Sec. No.: _____
_____ Dates of Employment: _____
Telephone: () _____

In accordance with 49 CFR Part 40, §40.25 you are hereby authorized and requested to release to **NMWRD** (Employer), at **420 Timber Trail, Island Lake, IL 60042**, information on any alcohol tests with concentration results of 0.04 or greater, verified positive controlled substance test results, refusals to be tested, and/or any other violations of DOT drug and alcohol testing regulations within two years preceding the date of this request. I further authorize and request you to release any information in your possession concerning my evaluation by a substance abuse professional, the identity of that substance abuse professional, my participation in any treatment or rehabilitation recommended by the substance abuse professional and the results of any return-to-duty or follow-up drug and/or alcohol tests within the two years preceding this request.

A photocopy of this release shall be valid as the original. This authorization shall be valid for one year from the date of signing hereof.

Date: _____ Driver Signature: _____

To Be Completed By Prior Employer
DOT DRUG AND ALCOHOL TESTING VIOLATIONS

Driver has no violations of a DOT drug and alcohol testing regulation: ____.

Controlled Substance: ____ positive. Date: _____
Alcohol: ____ alcohol concentration >0.04. Date: _____
Refusal to be tested: ____ (adulterated, substituted, etc.) Date: _____

SUBSTANCE ABUSE PROFESSIONAL INFORMATION:

No Substance Abuse Professional information available ____

Name of Substance Abuse Professional _____

Address: _____

Date of Initial evaluation: _____

Recommendation: _____

Return-to-duty evaluation: ____ yes ____ no Date: _____

SAP determination: ____ compliance ____ non-compliance

Return-to-duty test results: _____ negative _____ positive
Follow-up testing program:

FORM B

NMWRD

POST-ACCIDENT TESTING INSTRUCTIONS

Any driver involved in an accident while operating a commercial motor vehicle on a public road will be required to submit to tests for alcohol and controlled substances as soon as practicable following the incident, if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
2. The driver received a citation for a moving traffic violation arising from the accident and the accident involves:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incur *disabling damage*¹ as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Unless otherwise required by the District, post-accident drug and alcohol tests will not be required for occurrences involving only boarding or alighting from a stationary motor vehicle or the loading or unloading of cargo. In order to ensure that the above requirements are met, in the event of any accident, all drivers are required to take the following actions:

When an employee driving a District vehicle is involved in a motor vehicle accident the employee will immediately contact 911 or *999 and request a police officer be sent to the scene, and if necessary an ambulance. As soon as practicable following contacting 911 or *999, the employee shall notify his supervisor of the accident.

If a police officer cannot arrive at the scene, the employee shall collect insurance and witness information from the other party or parties involved. When reporting the accident, the driver/employee will give the following information: Name, location of the accident, whether or not anyone is injured, and whether or not the vehicles are drivable. Since an investigation will occur at a later time, the employee should never admit fault or liability. Employees must report all accidents to his/her supervisor as soon as practicable, and in all cases within 24 hours. An Illinois Traffic Crash Report shall be completed for each accident. This is to be practiced whether or not there are any apparent injuries or vehicle damage.

District Insurance Provider:

Info Needed

¹ “Disabling damage” means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. “Disabling damage” does not include:

- a. Damage which can be remedied temporarily at the scene of the accident without special tools or parts
- b. Tire disablement without other damage even if no spare tire is available.
- c. Headlight or taillight damage.
- d. Damage to turn signals, horn, or windshield wipers, which make them inoperative.

Insurance identification cards are located in each District vehicle identifying the District's insurance provider and policy number. If additional information is needed contact the NMWRD's District Manager's Office.

These procedures do not require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

DRIVERS ARE STRICTLY PROHIBITED FROM USING ALCOHOL FOR EIGHT HOURS FOLLOWING AN ACCIDENT, OR UNTIL THE POST-ACCIDENT TESTING REQUIREMENTS ARE CARRIED OUT, WHICHEVER OCCURS FIRST.

FAILURE OR REFUSAL TO FOLLOW THESE INSTRUCTIONS, INCLUDING THE USE OF ALCOHOL PRIOR TO THE REQUIRED POST-ACCIDENT ALCOHOL TEST, WILL BE CONSIDERED A REFUSAL TO SUBMIT TO A TEST AND RESULT IN DISCIPLINE UP TO AND INCLUDING DISCHARGE.

FORM C

NMWRD

URINE SPECIMEN COLLECTION PROCEDURES

1. The collector will ask the donor for photo identification.
2. After verification of the donor's identification, the collector will complete Step 1 of the Custody and Control Form (CCF).
3. The collector will ask the donor to remove any unnecessary outer clothing (coat, jacket, hat, etc.) and to leave hand carried items (i.e. briefcase, pocketbook, bags, etc.) outside the toilet enclosure. The collector will secure these items and provide a receipt if requested by the donor. The donor will be required to empty his/her pockets and display the contents of the pockets. Any items which can be used to adulterate or substitute the specimen must be left outside the toilet enclosure.
4. The collector will instruct the donor to wash and dry his/her hands.
5. The collector will provide the donor a wrapped/sealed collection container. Either the collector or the donor may open the container in the donor's presence.
6. Only the collection container should be taken into the toilet enclosure. The wrapped/sealed specimen bottle(s) should remain outside the enclosure and be opened in the donor's presence when the donor presents the filled collection container to the collector.
7. The collector will accompany the donor to the toilet enclosure where the donor will provide the urine specimen. The donor will enter the toilet enclosure and shut the door; the collector remains outside the closed door. If a multi-stall restroom is used, the collector will enter the restroom with the donor and remain outside the closed toilet stall door while the donor provides the urine specimen.
8. The donor will hand the filled collection container to the collector. Both the donor and the collector should maintain visual contact of the specimen until the labels/seals are placed over the bottle cap(s).
9. The collector checks the specimen, reading the specimen temperature indicator within 4 minutes of receiving the specimen from the donor. The collector marks the appropriate box in Step 2 of the CCF.
10. The collector checks the specimen volume, ensuring that there is at least 45 ml of urine.
11. NOTE: If the employee is unable to void or voids an insufficient amount of urine, the employee will be provided up to 40 mL of fluids and up to three hours to provide the specimen. Any partial specimen will be discarded.
12. The collector checks the specimen for unusual color, odor, or other physical qualities that may indicate an attempt to adulterate the specimen.
13. The collector will pour at least 30 ml of specimen into a specimen bottle (designated Bottle A). The remainder of the specimen (at least 15 ml) will be poured into a second bottle (designated Bottle B).
14. The collector immediately places the lid/cap(s) on the specimen bottle(s), and then applies tamper-evident label/seals (CCF, Step 3).
15. The collector will write the date on the label/seal(s). The donor will be asked to initial the label/seal(s) once they are affixed to the bottle(s).
16. After sealing the specimen bottle(s), the donor will be permitted to wash and dry his/her hands, if he/she so desires.

17. The donor will be instructed to read and complete the donor certification Section of the CCF (Step 5), including signing the certification statement.
18. The collector will record any remarks concerning the collection process in the "remarks" Section of the CCF.
19. The collector will complete the collector certification Section of the CCF (Step 4), including signing the certification statement and recording the date and time of the collection, and the "specimen released to" block.
20. The collector will place the specimen bottles and copy 1 of the CCF in the plastic bag and seal it.
21. The collector will give the donor his/her copy of the CCF (copy 5). The donor may leave the collection site at the completion of this step of the collection process.
22. The plastic bag containing the specimen bottles and CCF copy will be shipped in a padded mailer or shipping container if being transported by an express carrier or mail. The specimens will be maintained in a secure area until picked up by the courier or transport service.
23. The collector will distribute the remaining copies of the CCF as appropriate.

FORM D
NMWRD
CERTIFICATION OF RECEIPT OF POLICY and DRUG
AND ALCOHOL AWARENESS INFORMATION

I, _____, hereby certify that I have been provided with copies of the District's Drug and Alcohol Abuse Policy, including the requirements for compliance with 49 CFR Part 382. I have also received drug and alcohol abuse awareness information, including resources available for evaluation and treatment of substance abuse problems.

Date: _____ Employee: _____

Acknowledgment of Receipt of Employee Manual

I acknowledge having received a copy of the Northern Moraine Wastewater Reclamation District Employment Manual and I agree to read and become familiar with its contents. I **understand that I have no guarantee of future employment with the District or employment under any specific conditions. I understand that this Manual is not an express or implied contract of employment and that it does not create any rights or benefits in the nature of an employment contract. I understand that I am an employee at will.** Nothing shall restrict my right to terminate my employment at any time and nothing shall restrict the right of the District to terminate my employment at any time, with or without notice and with or without cause. I also understand that the District has the right to change, suspend or terminate any or all of the policies, procedures or benefits described in this manual at any time, with or without advance notice.

Name (please print)

Signature

Date

This acknowledgment form is to be signed and returned to be held in the employee's personnel file.



McHenry County Council of Governments

Executive Committee

President Rick Mack
Village of Ringwood
MCCG President

Mayor Mark Kownick
Village of Cary
MCCG Vice-President

Mayor Haig Haleblian
City of Crystal Lake
MCCG Treasurer

President Toni Wardanian
Village of Richmond
MCCG Secretary

Supervisor Gary Barla
McHenry Township
Chair of the
Finance Committee

President Debby Sosine
Village of Algonquin
Chair of the
Legislative Committee

President Ray Bogdanowski
Village of Lake in the Hills
Chair of the
Transportation Committee

Chairman Mike Buehler
McHenry County Board
Ex-Officio Member

Chalen Daigle
Executive Director
620 Dakota Street
Suite 251
Crystal Lake, IL 60012
815-788-4390 (p)
847-767-0440 (c)
cdaigle@mchenrycountycog.org
www.mchenrycountycog.org

Please Join

President Rick Mack and the Village of Ringwood
for the McHenry County Council of Governments

April Membership Meeting
Wednesday, April 23, 2025

The Rusty Nail
4520 Ringwood Road
Ringwood, IL 60072

This is a social meeting.

5:00 p.m. Cocktail Reception

6:00 p.m. Dinner

Dinner Options

County's Best Fried Fish & Potato Pancakes
Broasted Chicken
Mostaccioli
Salad and Dessert

Members: \$45.00

To RSVP, please contact Chalen Daigle at cdaigle@mchenrycountycog.org by Friday,
April 18, 2025 with your name and organization.

Algonquin · Barrington Hills · Bull Valley · Cary · Crystal Lake · Fox River Grove · Greenwood · Harvard · Hebron · Huntley ·
Island Lake · Johnsburg · Lake in the Hills · Lakemoor · Lakewood · Marengo · McCullom Lake · McHenry
McHenry County · McHenry Twp. · Prairie Grove · Richmond · Ringwood · Spring Grove · Trout Valley · Union ·
Wonder Lake · Woodstock



NORTHERN MORAIN E WASTEWATER RECLAMATION DISTRICT
UNPAID BILLS
AS OF APRIL 11, 2025

ACE HARDWARE OF LIBERTYVILLE INC

Date	Transaction type	Number / Description	Due date	Amount
03/18/2025	Bill	Operating Supplies	04/17/2025	8.09
03/24/2025	Bill	Operating Supplies	04/23/2025	17.62
04/02/2025	Bill	Operating Supplies	05/02/2025	74.67

Total ACE HARDWARE OF LIBERTYVILLE INC
ADVANCED AUTOMATION & CONTROLS, INC

03/20/2025	Bill	TroubleShooting	04/01/2025	1,285.00
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Total ADVANCED AUTOMATION & CONTROLS, INC
AMAZON CAPITAL SERVICES

03/12/2025	Bill	Breakroom Remodel	04/11/2025	79.99
03/18/2025	Bill	Outdoor Cameras	04/17/2025	356.98
03/20/2025	Bill	Air Registers	04/19/2025	66.20
03/20/2025	Bill	Office Supplies	04/19/2025	37.15
03/20/2025	Bill	Office Supplies	04/19/2025	37.15
03/23/2025	Bill	Trailer Hitch Ext	04/22/2025	25.79
03/24/2025	Bill	Operating Supplies	04/23/2025	276.07
03/30/2025	Bill	Small Tools	04/29/2025	39.17
04/01/2025	Bill	Various	05/01/2025	77.43
04/01/2025	Bill	Office Supplies	05/01/2025	41.26
04/02/2025	Bill	Operating Supplies	05/02/2025	19.99
04/03/2025	Bill	Operating Supplies	05/03/2025	87.93
04/04/2025	Bill	Vehicle Supplies	05/04/2025	19.99
04/07/2025	Bill	Office Supplies	05/07/2025	49.38
04/08/2025	Bill	Office Supplies	05/08/2025	7.41
04/09/2025	Bill	Office Supplies	05/09/2025	58.98
04/09/2025	Bill	Office Supplies	05/09/2025	18.42
04/09/2025	Bill	Operating Supplies	05/09/2025	48.99
04/10/2025	Bill	Office Supplies	05/10/2025	41.85
04/10/2025	Bill	Office Supplies	05/10/2025	200.40
04/11/2025	Bill	Office Supplies	05/11/2025	10.91
04/11/2025	Bill	Office Supplies	05/11/2025	11.87

Total AMAZON CAPITAL SERVICES
AT&T

03/12/2025	Bill	March Phone Bills	03/22/2025	2,392.77
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Total AT&T

BHFX

04/01/2025	Bill	Plans Scans	05/01/2025	23.60
04/09/2025	Bill	Plans Scans	05/09/2025	278.00

Total BHFX

BITSPEED CONSULTING, INC

03/13/2025	Bill	Fortigate Firewall	04/12/2025	382.67
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Total BITSPEED CONSULTING, INC

BLUECROSS BLUESHIELD OF ILLINOIS

03/21/2025	Bill	Life Insurance	03/31/2025	155.00
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Total BLUECROSS BLUESHIELD OF ILLINOIS

BRIAN MULEE

03/12/2025	Bill	DOT Physical	03/22/2025	110.00
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Total BRIAN MULEE

CLARK BAIRD SMITH LLP

03/31/2025	Bill	Legal Services	04/30/2025	170.00
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Total CLARK BAIRD SMITH LLP

COM ED

	03/21/2025	Bill	Holiday Hills	05/20/2025	522.38
Total COM ED					522.38
COMCAST CABLE					
	03/28/2025	Bill	Internet Services	04/27/2025	542.90
Total COMCAST CABLE					542.90
CONTINENTAL UTILITY SOLUTIONS, INC.					
	03/10/2025	Credit	MS Fees		-38.84
	03/05/2025	Bill	MS Fees	04/04/2025	39.00
	03/11/2025	Bill	Billing Software	04/10/2025	6,977.73
	03/13/2025	Bill	ACH Process	04/12/2025	19.50
	03/17/2025	Bill	MS Fees	04/16/2025	1,460.62
	03/17/2025	Bill	MS Fees	04/16/2025	389.83
	04/07/2025	Bill	SSL 2-years	05/07/2025	240.00
Total CONTINENTAL UTILITY SOLUTIONS, INC.					9,087.84
COVALEN					
	04/09/2025	Bill	Adaptor Whips	05/09/2025	625.00
Total COVALEN					625.00
DAHME MECHANICAL INDUSTRIES, INC					
	03/10/2025	Bill	LS 5 Upgrades	04/01/2025	21,888.00
	03/07/2025	Bill	S Shore LS Upgrades	04/01/2025	16,388.00
	03/07/2025	Bill	LS 5 Upgrades	04/01/2025	16,388.00
Total DAHME MECHANICAL INDUSTRIES, INC					54,664.00
DATA BUSINESS EQUIPMENT					
	04/03/2025	Bill	Billing Software	04/13/2025	1,824.00
Total DATA BUSINESS EQUIPMENT					1,824.00
DIRECT ENERGY					
	03/25/2025	Bill	3923 Hale Ln	04/24/2025	151.62
	03/25/2025	Bill	230 South Shore	04/24/2025	133.28
	03/25/2025	Bill	243 Timber Trail	04/24/2025	204.80
	03/25/2025	Bill	243 Timber Trail	04/24/2025	280.11
	03/25/2025	Bill	100 Rawson	04/24/2025	465.48
	03/25/2025	Bill	2900 Spruce	04/24/2025	181.38
	03/25/2025	Bill	3390 Waterford	04/24/2025	404.43
	03/25/2025	Bill	3440 Hale Lane	04/24/2025	231.03
	03/25/2025	Bill	Fern & Poplar	04/24/2025	171.91
	03/25/2025	Bill	2629 Wisteria	04/24/2025	479.92
	03/25/2025	Bill	4320 Watersedge	04/24/2025	107.67
	03/25/2025	Bill	E Side Westridge Dr	04/24/2025	267.82
	03/26/2025	Bill	420 Timber	04/25/2025	12,865.68
	03/28/2025	Bill	127 South Drive	04/27/2025	463.68
	03/28/2025	Bill	100 S Lakeshore	04/27/2025	126.44
	03/28/2025	Bill	2285 Walnut	04/27/2025	139.45
	03/28/2025	Bill	Fenview Cir	04/27/2025	93.38
	03/28/2025	Bill	300 Herbert	04/27/2025	43.45
	03/28/2025	Bill	500 Wegner	04/27/2025	366.51
	03/28/2025	Bill	300 Venice	04/27/2025	137.23
	03/28/2025	Bill	532 Santa Barbara	04/27/2025	96.11
	03/28/2025	Bill	Darrell & Wagon	04/27/2025	209.59
	04/01/2025	Bill	27715 W Route 120	05/01/2025	191.48
Total DIRECT ENERGY					17,812.45
EDGE AI SOLUTIONS, INC.					
	04/10/2025	Bill	Six Months Subscrip	05/10/2025	12,000.00
Total EDGE AI SOLUTIONS, INC.					12,000.00
EMILY LECUYER					
	04/08/2025	Bill	Clothing Reimbursem	04/18/2025	195.47
Total EMILY LECUYER					195.47
EUROFINS TESTAMERICA					
	03/24/2025	Bill	Lab Testing	04/03/2025	307.50
Total EUROFINS TESTAMERICA					307.50
FILIPPINI LAW FIRM, LLP					
	03/21/2025	Bill	Legal Fees	04/20/2025	4,997.50
Total FILIPPINI LAW FIRM, LLP					4,997.50
First Bank					

	03/20/2025	Bill	MARCH STMT	03/30/2025	2,698.07
	03/26/2025	Bill	MARCH STMT	04/05/2025	2,705.23
Total First Bank GACRUX					5,403.30
	04/01/2025	Bill	Cleaning Services	05/01/2025	705.00
Total GACRUX GRANITE & CABINET WORK					705.00
	12/06/2024	Bill	Break Room	01/01/2025	1,406.30
Total GRANITE & CABINET WORK GRUNDFOS WATER UTILITY INC					1,406.30
	04/09/2025	Bill	Replacement Pump	05/09/2025	9,972.00
Total GRUNDFOS WATER UTILITY INC ILLINOIS COUNTIES RISK MANAGEMENT TRUST					9,972.00
	04/10/2025	Bill	Worker's Comp	04/20/2025	1,283.50
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST ISOLVED BENEFIT SERVICES					1,283.50
	03/13/2025	Bill	FSA Admin Fee	03/23/2025	91.16
	04/09/2025	Bill	FSA Admin Fee	04/19/2025	91.16
Total ISOLVED BENEFIT SERVICES JASMIN BAIT					182.32
	04/11/2025	Bill	Reimbursement	04/21/2025	321.02
Total JASMIN BAIT JENNIFER DURON					321.02
	04/10/2025	Bill	Office Supplies	04/20/2025	39.49
Total JENNIFER DURON LIBERTY MUTUAL INSURANCE COMPANY					39.49
	03/31/2025	Bill	Timothy Brunn	04/10/2025	100.00
Total LIBERTY MUTUAL INSURANCE COMPANY LUBE PLUS					100.00
	03/14/2025	Bill	Oil Change	04/13/2025	279.99
Total LUBE PLUS MAC STRATEGIES GROUP, INC.					279.99
	04/04/2025	Bill	Public Relations	04/14/2025	2,000.00
Total MAC STRATEGIES GROUP, INC. MANUSOS GENERAL CONTRACTING INC.					2,000.00
	04/08/2025	Bill	Raw Pump Upg	05/08/2025	4,250.00
Total MANUSOS GENERAL CONTRACTING INC. McGUIRE WOODS CONSULTING					4,250.00
	03/07/2025	Bill	Consulting	04/06/2025	3,500.00
Total McGUIRE WOODS CONSULTING MCMASTER CARR					3,500.00
	03/11/2025	Bill	Equip. Mainten	04/10/2025	24.60
	03/12/2025	Bill	Various	04/11/2025	464.10
	04/09/2025	Bill	Admin Building	05/09/2025	97.13
Total MCMASTER CARR MENARDS - FOX LAKE					585.83
	03/10/2025	Bill	Operating Supplies	04/09/2025	80.91
	03/10/2025	Bill	Various	04/09/2025	227.23
	03/19/2025	Bill	Operating Supplies	04/18/2025	159.87
	03/21/2025	Bill	Various	04/20/2025	273.48
	04/02/2025	Bill	Admin Bldg. Remod.	05/02/2025	301.04
	04/07/2025	Bill	Admin Bldg. Remod.	05/07/2025	345.35
Total MENARDS - FOX LAKE MIKE'S TOWING, INC					1,387.88
	04/04/2025	Bill	Safety Inspection	05/04/2025	157.00
	04/11/2025	Bill	Safety Inspection	05/11/2025	40.00
Total MIKE'S TOWING, INC MINUTEMAN PRESS					197.00
	04/08/2025	Bill	Red Tags	04/18/2025	160.47
Total MINUTEMAN PRESS MOHAMMED HAQUE					160.47
	03/13/2025	Bill	Reimbursement	03/23/2025	166.56
Total MOHAMMED HAQUE					166.56

NICOR GAS

03/11/2025	Bill	1532 Sunset Dr	03/21/2025	156.94
03/11/2025	Bill	103 S Lakeshore Dr	03/21/2025	319.28
03/12/2025	Bill	32250 Darrell Rd	03/22/2025	59.52
03/12/2025	Bill	3390 Waterford Way	03/22/2025	62.29
03/12/2025	Bill	2285 Walnut	03/22/2025	60.09
03/12/2025	Bill	3440 Hale Lane	03/22/2025	62.29
03/12/2025	Bill	2900 Spruce	03/22/2025	61.77
03/12/2025	Bill	230 S Shore Dr	03/22/2025	51.36
03/12/2025	Bill	2301 Fen View Circle	03/22/2025	58.81
03/12/2025	Bill	3923 Hale Ln	03/22/2025	57.14
03/13/2025	Bill	27715 Route	03/23/2025	81.36
03/13/2025	Bill	316 Venice Rd	03/23/2025	53.93
03/13/2025	Bill	127 South D	03/23/2025	165.47
03/13/2025	Bill	113 Timber	03/23/2025	302.06
03/13/2025	Bill	100 Rawson Bridge Rd	03/23/2025	155.88
03/13/2025	Bill	420 Timber	03/23/2025	1,260.45
03/13/2025	Bill	2629 Wisteria Way	03/23/2025	162.41
03/14/2025	Bill	500 Wegner Rd	03/24/2025	63.02

Total NICOR GAS

3,194.07

NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH

01/31/2025	Bill	DOT Testing	02/10/2025	85.00
02/28/2025	Bill	DOT Testing	03/10/2025	85.00

Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH

170.00**PACE ANALYTICAL SERVICES**

03/07/2025	Bill	Lab Testing	04/06/2025	103.30
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Total PACE ANALYTICAL SERVICES

103.30**POLYDYNE INC**

04/01/2025	Bill	Polymer	05/01/2025	12,283.38
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Total POLYDYNE INC

12,283.38

QUADIENT

03/09/2025	Bill	Mailing	03/19/2025	286.87
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Total QUADIENT

286.87

READY FRESH BY NESTLE

03/22/2025	Bill	Dist. & Pot Water	04/06/2025	85.96
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Total READY FRESH BY NESTLE

85.96

SHAW MEDIA

03/31/2025	Bill	Publishing	04/30/2025	70.44
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Total SHAW MEDIA

70.44

SHERWIN-WILLIAMS CO INC

03/17/2025	Bill	Paint for Break Room	03/27/2025	68.53
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Total SHERWIN-WILLIAMS CO INC

68.53

THIRD MILLENNIUM ASSOCIATES INC

04/07/2025	Bill	April Bills	04/17/2025	651.45
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Total THIRD MILLENNIUM ASSOCIATES INC

651.45

TROTTER AND ASSOCIATES, INC

02/28/2025	Bill	GIS System	03/10/2025	2.50
02/28/2025	Bill	Holiday Hills - 2	03/10/2025	75.00
02/28/2025	bILL	Holiday Hills - 2		7,767.00
02/28/2025	Bill	Engineering Services	03/10/2025	7,750.13

Total TROTTER AND ASSOCIATES, INC

15,594.63

ULINE

03/21/2025	Bill	EyeWash	04/01/2025	95.85
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Total ULINE

95.85**USA BLUEBOOK**

04/01/2025	Bill	Lab Supplies	05/01/2025	581.81
04/02/2025	Bill	Lab Supplies	05/02/2025	141.25
04/04/2025	Bill	Lab Supplies	05/04/2025	161.25
04/07/2025	Bill	Lab Supplies	05/07/2025	146.25

Total USA BLUEBOOK

1,030.56

VERIZON

03/23/2025	Bill	Phone Services	04/22/2025	772.44
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Total VERIZON

772.44

WASTE MANAGEMENT				
	04/03/2025	Bill	Garbage & Recycling	05/03/2025 1,025.51
Total WASTE MANAGEMENT				<u>1,025.51</u>
WATER SOLUTIONS UNLIMITED				
	03/19/2025	Bill	Chemicals	04/01/2025 2,699.50
Total WATER SOLUTIONS UNLIMITED				<u>2,699.50</u>
WEX FLEET UNIVERSAL				
	03/23/2025	Bill	Fleet Fuel	04/22/2025 760.89
Total WEX FLEET UNIVERSAL				<u>760.89</u>
TOTAL				<u><u>179,923.81</u></u>