



# DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642  
(630) 834-0100 Fax: (630) 834-0120

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, MAY 21, 2015  
7:00 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call  
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016 (Voice Vote).**

**RECOMMENDED MOTION: To close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016 (Voice Vote).**

- IV. Public Comments (limited to 3 minutes per person)
- V. Approval of Minutes  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Minutes of the April 16, 2015 Regular Meeting and the Minutes of the April 16, 2015 Executive Session Meeting of the DuPage Water Commission (Voice Vote).**

- VI. Treasurer's Report – April 2015  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the April Treasurer's Report (Voice Vote).**

All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

## VII. Committee Reports

## A. Finance Committee

1. Report of 5/21/15 Finance Committee
2. Ordinance No. O-4-15: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016  
(Concurrence of a Majority of the Appointed Commissioners—7)
3. Resolution No. R-16-15: A Resolution Amending and Restating the Investment Policy of the DuPage Water Commission – **First Reading**  
(FIRST READING: Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To adopt item numbers 2 and 3 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

4. Actions on Other Items Listed on 5/21/15 Finance Committee Agenda

## B. Administration Committee

1. Report of 5/21/15 Administration Committee
2. Request For Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period. **(\$100/per hour, as needed)**  
(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum)  
(Concurrence of a Majority of the Appointed Commissioners - 7)

**RECOMMENDED MOTION: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period. (Roll Call).**

3. Actions on Other Items Listed on 5/21/15 Administration Committee Agenda

## C. Engineering &amp; Construction Committee

1. Report of 5/21/15 Engineering & Construction Committee
2. Resolution No. R-12-15: A Resolution Approving a two-year contract Time Extension of Contract QR-10/13 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. at the May 21, 2015, DuPage Water Commission Meeting **(No Cost)**  
(Concurrence of a Majority of the Appointed Commissioners - 7)

3. Resolution No. R-13-15: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-10/13 at the May 21, 2015 DuPage Water Commission Meeting (**Rossi Contractors, Inc. – Cost Not-to-Exceed \$5,500.00**)

(Concurrence of a Majority of the Appointed Commissioners - 7)

4. Resolution No. R-14-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the May 21, 2015, DuPage Water Commission Meeting **–(Rossi Contractors, Inc. minimum estimated cost of \$56,300.00)**

(Concurrence of a Majority of the Appointed Commissioners - 7)

5. Resolution No. R-15-15: A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services **–(estimated cost of \$185,398.90)**

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

6. Request For Board Action: To authorize a contract for the Roof Replacement at the DuPage Water Commission facility **– (Malcor Roofing of Illinois for a cost of \$715,700.00).**

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

7. Request For Board Action: Authorization of a contract extension with SPI for Electrical Supply Consulting **– (\$260/per hour, as needed)**

(Concurrence of a Majority of the Appointed Commissioners - 7)

**RECOMMENDED MOTION: To adopt item numbers 2 through 7 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

8. Actions on Other Items Listed on 5/21/15 Engineering & Construction Committee Agenda

#### VIII. Accounts Payable

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$7,906,833.94 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).**

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,086,325.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

- IX. Chairman's Report
- X. Omnibus Vote Requiring Majority Vote
- XI. Omnibus Vote Requiring Super-Majority or Special Majority Vote
- XII. Old Business
- XIII. New Business
- XIV. Executive Session

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).**

**RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).**

- XV. Adjournment

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, APRIL 16, 2015  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:03 P.M.

Commissioners in attendance: J. Broda, J. Fennell, R. Furstenau, R. Gans, D. Loftus (via teleconference), D. Novotny, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Commissioners Absent: L. Crawford and D. Russo

Also in attendance: Treasurer D. Ellsworth, J. Spatz, C. Johnson, C. Peterson, T. McGhee, J. Rodriguez, R. C. Bostick, J. Schori, F. Frelka, E. Kazmierczak, and R. Jones of Gorski & Good

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Furstenau moved to approve the Minutes of the March 19, 2015 Regular Meeting and the Minutes of the March 19, 2015 Executive Session Meeting of the DuPage Water Commission. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**CHARTER CUSTOMER HEARING**

Commissioner Suess moved to open the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016. Seconded by Commissioner Pruyn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

There being no comments, Commissioner Broda moved to close the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016. Seconded by Commissioner Suess and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **TREASURER REPORT**

Treasurer Ellsworth presented the March 2015 Treasurer's Report, consisting of twelve pages, noting that pages 1, 2 and 3 contained a brief summary of the report.

Treasurer Ellsworth pointed out the \$97.4 million of cash and investments on page 4, which reflected an increase of about \$7.0 million from the previous month. Treasurer Ellsworth also pointed out the schedule of investments on pages 5 through 10 totaling \$93.3 million and the market yield on the total portfolio showed 74 basis points which had slightly decreased from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$27.5 million and operating activities increased cash by approximately \$13.9 million, roughly \$33.8 million of sales tax was received, and principal and interest debt payments on bonds totaled about \$20.1 million. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$13.1 million of outstanding debt in Table 3, Row J.

Commissioner Pruyn moved to accept the March 2015 Treasurer's Report. Seconded by Commissioner Suess and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **COMMITTEE REPORTS**

### **Finance Committee – Reported by Commissioner Suess**

Commissioner Suess reported that the Finance Committee had reviewed and recommended for approval all action items listed on the Finance Agenda. After Commissioner Suess provided a brief summary of the items, he welcomed any questions.

Hearing none, Commissioner Suess moved to adopt item numbers 2 through 5 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Pruyn.

With regards to the proposed reduction in water rates, Chairman Zay expressed his appreciation to Board members and to staff for their hard work and dedication in making the necessary changes needed, including proactively managing the debt certificates for an early payoff, which in turn benefits the Commission's customers. Commissioner Suess echoed Chairman Zay and added that the Commission is approximately \$6.6 million ahead of revenues exceeding expenses and expressed his gratitude towards General Manager Spatz and to the organization.

General Manager Spatz informed the Commissioners that the City of Chicago's next proposed water rate increase was scheduled for June of 2016 adding that the Commission should receive notification of Chicago's proposed increase by February of 2016. With no further comments the motion was unanimously approved by a Roll Call Vote.

## Minutes of the 4/16/15 Commission Meeting

Ayes: J. Broda, J. Fennell, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: L. Crawford and D. Russo

Item 2: Ordinance No. O-2-15: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016

Item 3: Ordinance No. O-3-15: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016

Item 4: Request for Board Action – Authorizing the Transfer of Funds from the General Account to the Operating Reserve, Long Term Water Capital Reserve, and Capital Reserve Accounts – (\$9.2M)

Item 5: Retain the services of Baker Tilly Virchow Krause as Financial Services Provider (at a cost not to exceed \$120,000.00/per year for a two year term).

Commissioner Suess referred to Page 1 of the Treasurer's Report under the Summary of Cash & Investments item 5 and reported that a representative from PFM had attended the Finance Committee to discuss PFM's invested \$1.2 million in African Development Bank Supranational securities in March. Discussion ensued related to the investment and it was decided that staff would be reviewing the Commission's Investment Policy and submit proposed changes to the Finance Committee for review.

### **Administration Committee – Reported by Commissioner Broda**

Commissioner Broda reported that the Administration Committee met with no action items for consideration.

### **Engineering & Construction Committee – Reported by Commissioner Scheck**

Commissioner Scheck reported that the Engineering & Construction Committee had reviewed and recommended for approval all action items listed on the Engineering & Construction Agenda. After providing a brief summary of all items, Commissioner Scheck deferred to General Manager Spatz to provide a brief update on current projects.

General Manager Spatz referred to Resolution No. R-9-15 and described the process of the leak repair work being completed on a 60" diameter pipe located in Lombard and explained that the project had turned into an extensive repair with costs being significantly higher than originally anticipated. The Board members also discussed the original installation of the pipeline.

## Minutes of the 4/16/15 Commission Meeting

General Manager Spatz referred to the upcoming water tank painting project and offered suggestions regarding paint colors and logo options. After the Commissioners agreed to wait on making a final decision until costs for the logos were presented for review, Commissioner Scheck moved to adopt item numbers 2 through 5 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: L. Crawford and D. Russo

Item 2: Resolution No. R-9-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the April 16, 2015 DuPage Water Commission Meeting– (John Neri Construction Co., Inc. minimum estimated cost of \$87,650.00)

Item 3: Resolution No. R-10-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the April 16, 2015, DuPage Water Commission Meeting – (Divane Bros. Electric Co., estimated cost not-to-exceed \$3,500.00)

Item 4: Resolution No. R-11-15: A Resolution Awarding a Contract for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation – (Manusos General Contracting, Inc. \$278,334.00)

Item 5: Request For Board Action – To suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve Requisition No. 19817 – (Schneider Electric in the amount of \$25,566.00)

### **ACCOUNTS PAYABLE**

Commissioner Suess moved to approve the Accounts Payable in the amount of \$8,460,080.14 subject to submission of all contractually required documentation, for invoices that have been received and the Accounts Payable in the amount of \$989,565.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: L. Crawford and D. Russo



Minutes of the 4/16/15 Commission Meeting

**CHAIRMAN'S REPORT**

Chairman Zay thanked staff for their hard work on the 60" water main leak repair noting that the whole process of inspecting, locating, and repairing the main had been very interesting.

**OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None

**OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

None

**EXECUTIVE SESSION**

Commissioner Suess moved to go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2). Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: J. Broda, J. Fennell, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruyne, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: L. Crawford and D. Russo

The Board went into Executive Session at 7:35 P.M.

Commissioner Furstenau moved to come out of Executive Session at 7:50 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Broda moved to adjourn the meeting at 7:51 P.M. Seconded by Commissioner Gans and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

**TO:** Chairman and Commissioners  
**FROM:** Douglas Ellsworth, Treasurer  
**DATE:** May 12, 2015  
**SUBJECT:** TREASURER'S REPORT – APRIL 30, 2015

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of April. I have also reviewed the monthly financial statements and budget status reports, and found them to be in order.

### **Summary of Cash & Investments (Page 4)**

1. Cash and investments totaled \$99.6 million at April 30<sup>th</sup>, an increase of \$2.2 million over the previous month.
2. The balance in the BMO Harris checking account was \$3.7 million at April 30<sup>th</sup>, a decrease from the \$4.1 million reported last month.
3. The BMO Harris money market account had \$14.5 million at month-end, an increase of \$2.5 million over the preceding month.
4. During the month of April the IIIT money market account decreased by \$7.8 million, for an ending balance of \$1.2 million. The decrease was the result of significant investment purchases by PFM.
5. Our holdings of U.S. treasury securities increased by \$8.6 million in April, for an ending balance of \$47.6 million. Our investment in U.S. Agency securities increased by \$1.5 million, for a balance of \$24.3 million. Municipal bond investments increased by \$466,340, for a balance of \$6.3 million. Just under \$1.75 million of commercial paper matured during April, bringing our balance down to \$1.2 million. PFM sold for a small gain the \$1.2 million of African Development Bank supranational securities purchased in March.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. Over the past year the Commission's cash and investments increased a total of \$29.6 million.
  - The Operating & Maintenance Account increased by \$6.2 million, for an ending balance of \$17.1 million.
  - The General Account decreased by \$9.5 million, for an ending balance of \$1.0 million. A total of \$9.2 million was transferred out in April to fund the FY2016 requirements for the Long-Term Capital Account, the Operating Reserve Account, and the Capital Reserve Account.
  - The Sales Tax Account decreased by \$7.1 million for an ending balance of \$2.1 million. \$2.0 million was transferred to the Long-Term Capital Reserve Fund at the beginning of the year to

fully fund the year's commitment of \$175,000 per month. An additional \$5 million was transferred to the recently created Capital Reserve Fund.

- The Long-Term Capital Reserve Account increased \$4.3 million, for a balance of \$7.9 million. In the beginning of the year \$2.1 million was transferred in to cover the 2014/2015 funding commitment. In April of 2015, another \$2.1 million was transferred in to cover the 2015/2016 funding commitment.
- The Operating Reserve Account increased \$6.5 million for a balance of \$40.9 million. The increase was the result of our maintaining an operating reserve of 120 days of the operating budget. During the month of April \$3.1 million was transferred into the fund to maintain the 120 day reserve for the upcoming fiscal year.
- The Capital Reserve Fund created this fiscal year ended the year with a balance of \$29.3 million. Several months ago \$25 million was transferred from the General and Sales Tax accounts. In April, another \$4.0 million was transferred in to reflect the revised five-year capital improvements plan prepared as part of the 2015/2016 budget process.

The following table presents a summary of the changes in cash position by account.

#### **Cash and Investments by Account**

Account	Balance 4/30/2014	Balance 4/30/2015	Increase (Decrease)
Operations & Maintenance	\$10,909,467	\$17,071,214	\$ 6,161,747
Bond Interest	22,545	11,920	(10,625)
Bond Principal	1,164,550	1,181,000	16,450
General Account	10,573,642	1,040,019	(9,533,623)
Sales Tax	9,182,877	2,118,925	(7,063,952)
Operating Reserve	34,435,593	40,933,837	6,498,244
Capital Reserve	0	29,301,655	29,301,655
Long-Term Cap. Reserve	3,658,775	7,916,324	4,257,549
<b>Total Cash &amp; Investments</b>	<b>\$69,947,449</b>	<b>\$99,574,894</b>	<b>\$29,627,445</b>

#### **Schedule of Investments (Pages 5-10)**

1. The average yield to maturity on the Commission's investments was 0.81%, up slightly over the 0.74% reported last month.
2. The weighted-average maturity of the Commission's investments was 706 days, or just under two years.
3. Due to a slight jump in interest rates during April, our portfolio's market value decreased slightly from the preceding month. We are showing unrealized gains of \$215,019 at April 30<sup>th</sup>, compared to unrealized gains of \$278,907 at the end of March. At the beginning of the fiscal year we were reporting unrealized losses of \$47,728.
4. The amortized cost of our investments was \$95.8 million at April 30<sup>th</sup>, an increase of \$2.5 million over the prior month. Our investments are \$28.1 million higher than the start of the fiscal year.

**Statement of Cash Flows (Page 11)**

1. The statement of cash flows shows a breakdown of the \$29.6 million increase in cash and investments since the beginning of the fiscal year.
2. Operating activities increased cash by \$14.5 million.
3. \$36.4 million of sales tax revenue was received.
4. Debt service payments totaled \$21.3 million.
5. Cash flow from investment activity generated \$802,577.

**Reserve Analysis (Page 12)**

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at April 30<sup>th</sup>. Several of the accounts are significantly over the year-end target, but this was the result of a decision by the Commissioners to fund the FY2016 reserve requirements in April of 2015.
2. The Operating Reserve account is \$3.8 million over its target of \$37.2 million.
3. The Operating and Maintenance account has \$17.1 million, which is \$8.0 million higher than target.
4. The Capital Reserve Fund, which was created in December of 2014, had \$29.3 million as of April 30<sup>th</sup>, compared to the target of \$25.3 million.
5. There was \$12.0 million of debt outstanding at April 30<sup>th</sup>, a reduction of \$1.1 million from last month. For the year to date, \$21.1 million of debt has been retired.

Respectfully submitted,



Douglas R. Ellsworth, CPA  
Treasurer

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 April 30, 2015

FUNDS CONSIST OF:	April 30, 2015	March 31, 2015	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	3,726,670.91	4,096,810.67	(370,139.76)
<b>TOTAL CASH</b>	<b>3,727,870.91</b>	<b>4,098,010.67</b>	<b>(370,139.76)</b>
IIIT MONEY MARKET FUNDS	1,164,779.19	9,013,943.22	(7,849,164.03)
BMO HARRIS MONEY MARKET FUNDS	14,536,263.21	12,035,501.64	2,500,761.57
U. S. TREASURY INVESTMENTS	47,595,281.70	38,982,921.67	8,612,360.03
U. S. AGENCY INVESTMENTS	24,253,264.17	22,754,681.81	1,498,582.36
MUNICIPAL BONDS	6,336,970.37	5,870,630.58	466,339.79
COMMERCIAL PAPER	1,199,580.67	2,949,236.51	(1,749,655.84)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	760,883.98	482,994.05	277,889.93
SUPRANATIONAL BONDS	-	1,231,040.69	(1,231,040.69)
<b>TOTAL INVESTMENTS</b>	<b>95,847,023.29</b>	<b>93,320,950.17</b>	<b>2,526,073.12</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>99,574,894.20</b>	<b>97,418,960.84</b>	<b>2,155,933.36</b>
	<b>April 30, 2015</b>	<b>March 31, 2015</b>	<b>% CHANGE</b>
IIIT MONEY MARKET FUNDS	1.1%	9.6%	-87.1%
BMO HARRIS MONEY MARKET FUNDS	15.2%	12.9%	20.8%
U. S. TREASURY INVESTMENTS	49.7%	41.8%	22.1%
U. S. AGENCY INVESTMENTS	25.3%	24.4%	6.6%
MUNICIPAL BONDS	6.6%	6.3%	7.9%
COMMERCIAL PAPER	1.3%	3.2%	-59.3%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	0.8%	0.5%	57.5%
SUPRANATIONAL BONDS	0.0%	1.3%	-100.0%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>2.7%</b>

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
April 30, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/15
<b>Water Fund Oper. &amp; Maint. Acct. (01-1211.03)</b>										
BMO Harris - Money Market	0.170%	04/30/15	05/01/15	1	0.170%	\$ 13,343,342.92	\$ 13,343,342.92	\$ -	\$ 13,343,342.92	-
<b>Revenue Bond Interest Account (01-1212)</b>										
BMO Harris	0.000%	04/30/15	05/01/15		0.000%	\$ 11,920.29	\$ 11,920.29	\$ -	\$ 11,920.29	\$ -
<b>Revenue Bond Principal (01-1213)</b>										
BMO Harris	0.000%	04/30/15	05/01/15		0.000%	\$ 1,181,000.00	\$ 1,181,000.00	\$ -	\$ 1,181,000.00	\$ -
<b>Water Fund General Account (01-1217 &amp; 1217.01)</b>										
IIIT - Money Market	0.030%	04/30/15	05/01/15	1	0.030%	1,040,019.30	1,040,019.30	-	1,040,019.30	-
	Weighted Avg Maturity			1	0.030%	\$ 1,040,019.30	\$ 1,040,019.30	\$ -	\$ 1,040,019.30	\$ -
<b>Sales Tax Funds (01-1230 &amp; 01-1230.01)</b>										
IIIT - Money Market	0.030%	04/30/15	05/01/15	1	0.030%	4,866.05	4,866.05	-	4,866.05	-
US Treasury Notes	2.000%	01/30/13	01/31/16	276	0.440%	35,000.00	35,409.54	(1,211.94)	36,621.48	174.03
US Treasury Notes	2.000%	03/04/14	01/31/16	276	0.300%	170,000.00	172,167.92	(3,330.52)	175,498.44	845.30
US Treasury Notes	0.375%	06/03/14	05/31/16	397	0.380%	75,000.00	74,993.62	5.34	74,988.28	117.45
US Treasury Notes	1.750%	04/04/14	05/31/16	397	0.540%	150,000.00	151,964.27	(1,938.07)	153,902.34	1,096.15
US Treasury Notes	0.375%	03/23/15	05/31/16	397	0.390%	320,000.00	319,954.56	4.56	319,950.00	501.10
MD ST Econ Dev Corp Rev Bonds	0.750%	10/31/12	06/01/15	32	0.730%	170,000.00	170,002.75	(82.25)	170,085.00	531.25
OR ST GO Bonds	0.497%	02/13/13	08/01/15	93	0.500%	100,000.00	100,000.00	-	100,000.00	124.25
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	260	0.920%	150,000.00	150,000.00	-	150,000.00	405.89
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	372	0.580%	200,000.00	199,930.76	66.76	199,864.00	91.67
FHLB (CALLABLE) Global Notes	0.375%	12/30/13	12/30/15	244	0.390%	150,000.00	149,985.03	30.03	149,955.00	189.06
Farmer Mac Agency Notes	0.350%	08/11/14	02/11/16	287	0.350%	200,000.00	200,000.00	-	200,000.00	155.56
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	335	0.540%	115,000.00	114,961.42	92.52	114,868.90	49.51
Fannie Mae Global Notes	0.500%	08/29/13	03/30/16	335	0.710%	150,000.00	149,715.57	515.07	149,200.50	64.58
FHLMC Reference Note	0.400%	11/21/14	05/27/16	393	0.420%	125,000.00	124,973.47	10.97	124,962.50	222.22
	Weighted Avg Maturity			299	0.510%	\$ 2,114,866.05	\$ 2,118,924.96	\$ (5,837.53)	\$ 2,124,762.49	\$ 4,568.02

DU PAGE WATER COMMISSION  
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/15
Water Fund Operating Reserve (01-1218)										
HT - Money Market	0.030%	04/30/15	05/01/15	1	0.030%	47,895.43	47,895.43	-	47,895.43	-
US Treasury Notes	1.000%	03/06/13	10/31/16	550	0.490%	1,500,000.00	1,511,399.57	(16,256.68)	1,527,656.25	40.76
US Treasury Notes	4.625%	01/10/14	02/15/17	657	0.920%	425,000.00	452,902.39	(20,026.32)	472,928.71	4,072.43
US Treasury Notes	1.000%	02/27/14	03/31/17	701	0.730%	1,075,000.00	1,080,460.41	(3,273.97)	1,083,734.38	910.52
US Treasury Notes	1.000%	03/19/14	03/31/17	701	0.920%	1,850,000.00	1,852,711.64	(1,552.03)	1,854,263.67	1,566.94
US Treasury Notes	0.625%	05/15/14	05/31/17	762	0.830%	1,000,000.00	995,868.98	1,884.60	993,984.38	2,609.89
US Treasury Notes	0.625%	03/12/13	05/31/17	762	0.720%	1,100,000.00	1,097,949.69	2,074.69	1,095,875.00	2,870.88
US Treasury Notes	2.500%	12/09/14	06/30/17	792	0.920%	750,000.00	775,401.74	(4,568.96)	779,970.70	6,267.27
US Treasury Notes	0.625%	10/31/12	09/30/17	884	0.750%	100,000.00	99,711.37	344.19	99,367.18	52.94
US Treasury Notes	0.625%	10/31/12	09/30/17	884	0.750%	300,000.00	299,134.10	1,032.54	298,101.56	158.81
US Treasury Notes	0.750%	11/01/12	10/31/17	915	0.740%	100,000.00	100,029.62	185.82	99,843.80	2.04
US Treasury Notes	0.625%	11/05/12	10/31/17	915	0.740%	175,000.00	175,051.84	325.19	174,726.65	3.57
US Treasury Notes	0.625%	05/09/14	11/30/17	945	1.180%	675,000.00	665,538.17	3,510.83	662,027.34	1,761.68
US Treasury Notes	0.750%	03/08/13	02/28/18	1,035	0.850%	1,500,000.00	1,495,830.54	3,096.16	1,492,734.38	1,895.38
US Treasury Notes	0.750%	04/30/15	03/31/18	1,066	0.840%	700,000.00	698,142.35	1.72	698,140.63	444.67
US Treasury Notes	0.750%	04/23/15	03/31/18	1,066	0.870%	1,500,000.00	1,494,707.28	39.31	1,494,667.97	952.87
US Treasury Notes	0.625%	05/10/13	04/30/18	1,096	0.810%	625,000.00	621,534.85	2,223.33	619,311.52	10.61
US Treasury Notes	1.375%	02/04/15	07/31/18	1,188	0.920%	650,000.00	659,426.92	(678.55)	660,105.47	2,222.03
US Treasury Notes	1.250%	10/06/14	10/31/18	1,280	1.470%	575,000.00	570,677.32	686.11	569,991.21	19.53
US Treasury Notes	1.250%	06/03/14	11/30/18	1,310	1.410%	655,000.00	651,324.55	904.44	650,420.11	3,418.96
US Treasury Notes	1.500%	07/31/14	01/31/19	1,372	1.610%	1,075,000.00	1,070,810.02	807.09	1,070,002.93	4,008.98
US Treasury Notes	1.625%	09/04/14	03/31/19	1,431	1.600%	1,000,000.00	1,000,945.03	(148.72)	1,001,093.75	1,376.37
US Treasury Notes	1.625%	04/23/15	04/30/19	1,461	1.200%	1,500,000.00	1,524,595.41	(131.15)	1,524,726.56	66.24
US Treasury Notes	3.125%	11/03/14	05/15/19	1,476	1.500%	205,000.00	217,990.85	(1,535.32)	219,526.17	2,955.37
US Treasury Notes	1.750%	03/27/15	09/30/19	1,614	1.390%	1,500,000.00	1,522,783.01	(478.71)	1,523,261.72	2,223.36
US Treasury Notes	1.000%	02/27/15	09/30/19	1,614	1.420%	2,200,000.00	2,160,509.93	1,502.12	2,159,007.81	1,863.39
OR ST GO Bonds	0.497%	02/13/13	08/01/15	93	0.500%	135,000.00	135,000.00	41.85	134,958.15	167.74
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	260	0.920%	350,000.00	350,000.00	-	350,000.00	947.08
CA ST GO Bonds	1.050%	03/27/13	02/01/16	277	0.930%	275,000.00	275,247.18	(682.32)	275,929.50	721.88
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	372	0.580%	850,000.00	849,705.75	283.75	849,422.00	389.58
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	412	1.050%	100,000.00	104,390.50	(9,447.50)	113,838.00	1,886.89
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	412	1.050%	300,000.00	313,171.50	(28,342.50)	341,514.00	5,666.67
IN ST Bond Bank Txbl Rev Bonds	1.022%	06/05/13	07/15/16	442	1.020%	275,000.00	275,000.00	-	275,000.00	827.54
CA ST Taxable GO Bonds	1.750%	10/22/13	11/01/17	916	1.660%	700,000.00	701,585.07	(913.93)	702,499.00	6,125.00
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	1,250	1.470%	150,000.00	150,000.00	-	150,000.00	184.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,250	1.650%	565,000.00	565,000.00	-	565,000.00	776.88
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	1,415	1.970%	300,000.00	300,000.00	-	300,000.00	592.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	1,476	2.000%	135,000.00	135,000.00	-	135,000.00	270.41
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,615	1.680%	310,000.00	310,000.00	-	310,000.00	433.74
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	1,738	1.880%	375,000.00	389,749.67	(66.58)	389,816.25	229.17

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/15
Water Fund Operating Reserve (01-1218) Continued...										
FNMA Series 2015-M1 ASQ2	1.626%	01/30/15	02/01/18	1,008	1.260%	200,000.00	201,876.02	(122.48)	201,998.50	271.00
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	1,067	0.830%	175,000.00	176,749.37	-	176,749.37	226.04
Freddie Mac Global Notes	0.500%	03/07/13	05/13/16	379	0.500%	710,000.00	709,985.93	28.53	709,957.40	1,656.67
FHLMC Notes	2.500%	03/30/12	05/27/16	393	0.960%	100,000.00	101,636.49	(4,602.71)	106,239.20	1,069.44
FHLMC Notes	2.500%	03/30/12	05/27/16	393	0.960%	200,000.00	203,272.98	(9,205.42)	212,478.40	2,138.89
FHLB Global Notes	2.000%	10/29/14	09/09/16	498	0.500%	895,000.00	913,138.44	(6,733.61)	919,872.05	2,585.56
FNMA Notes	1.250%	03/30/12	09/28/16	517	1.060%	200,000.00	200,515.91	(3,890.29)	204,406.20	229.17
FHLB Global Notes	0.500%	08/07/14	09/28/16	517	0.610%	290,000.00	289,569.86	222.36	289,347.50	132.92
FNMA Notes	1.250%	03/30/12	09/28/16	517	1.060%	500,000.00	501,289.78	(9,725.72)	511,015.50	572.92
FHLMC Notes	0.875%	10/01/13	10/14/16	533	0.770%	1,000,000.00	1,001,465.99	(1,574.01)	1,003,040.00	413.19
FHLB Global Notes	0.840%	03/24/15	03/24/17	694	0.840%	750,000.00	750,000.00	-	750,000.00	647.50
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	791	0.970%	165,000.00	165,118.88	(38.53)	165,157.41	559.17
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	791	0.960%	635,000.00	635,560.83	(182.12)	635,742.95	2,151.94
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	820	0.860%	95,000.00	95,288.77	(275.34)	95,564.11	245.42
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	820	0.860%	125,000.00	125,379.96	(362.29)	125,742.25	322.92
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	820	0.850%	205,000.00	205,663.71	(33.29)	205,697.00	529.58
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	851	0.820%	200,000.00	200,235.11	313.11	199,922.00	296.53
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	851	0.820%	475,000.00	475,558.38	743.63	474,814.75	704.25
Fannie Mae Global Notes	0.875%	11/27/13	10/26/17	910	0.820%	1,300,000.00	1,293,609.66	3,554.66	1,290,055.00	157.99
Freddie Mac Global Notes	0.875%	03/27/13	03/07/18	1,042	0.930%	450,000.00	449,308.91	496.91	448,812.00	590.63
Freddie Mac Global Notes	0.875%	03/12/13	03/07/18	1,042	1.020%	1,100,000.00	1,095,386.15	3,372.15	1,092,014.00	1,443.75
Fannie Mae Global Notes	0.875%	05/24/13	05/21/18	1,117	1.190%	500,000.00	495,292.62	2,867.62	492,425.00	1,944.44
Fannie Mae Global Notes	0.875%	05/22/13	05/21/18	1,117	1.050%	1,000,000.00	994,775.53	3,225.53	991,550.00	3,888.89
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	1,307	1.390%	990,000.00	998,238.07	(1,166.93)	999,405.00	6,881.88
Freddie Mac Global Notes	1.750%	12/03/14	05/30/19	1,491	1.490%	475,000.00	479,916.82	(479.18)	480,396.00	3,486.63
FNMA Notes	1.750%	12/03/14	11/26/19	1,671	1.610%	475,000.00	477,820.39	(243.36)	478,063.75	3,578.99
Weighted Avg Maturity				995	1.047%	\$ 40,812,895.43	\$ 40,933,837.24	\$ (92,970.28)	\$ 41,026,807.52	\$ 97,722.58



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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/15
Water Fund L-T Water Capital Reserve (01-1219)										
IIIT - Money Market (PFM Asset Management)	0.030%	04/30/15	05/01/15	1	0.030%	30,449.72	30,449.72	-	30,449.72	-
US Treasury Notes	2.750%	10/21/13	11/30/16	580	0.690%	10,000.00	10,323.55	(308.87)	10,632.42	114.84
US Treasury Notes	2.750%	12/13/13	11/30/16	580	0.670%	145,000.00	149,750.43	(4,108.17)	153,858.60	1,665.11
US Treasury Notes	1.000%	03/17/14	03/31/17	701	0.790%	175,000.00	175,705.50	(408.76)	176,114.26	148.22
US Treasury Notes	1.000%	04/11/14	03/31/17	701	0.780%	175,000.00	175,717.12	(390.30)	176,107.42	148.22
US Treasury Notes	0.625%	02/05/14	05/31/17	762	0.820%	365,000.00	363,511.78	678.97	362,832.81	952.61
US Treasury Notes	0.625%	04/24/15	05/31/17	762	0.580%	500,000.00	500,445.20	(4.02)	500,449.22	1,304.95
US Treasury Notes	0.625%	05/15/14	11/30/17	945	1.030%	425,000.00	420,587.49	1,613.86	418,973.63	1,109.20
US Treasury Notes	0.750%	12/31/13	02/28/18	1,035	1.390%	485,000.00	476,602.01	3,840.68	472,761.33	612.84
US Treasury Notes	0.625%	05/13/13	04/30/18	1,096	0.820%	180,000.00	178,946.81	676.50	178,270.31	3.06
US Treasury Notes	0.625%	05/15/13	04/30/18	1,096	0.820%	180,000.00	178,959.13	667.72	178,291.41	3.06
US Treasury Notes	1.375%	02/20/15	09/30/18	1,249	1.260%	305,000.00	306,175.55	(63.52)	306,239.07	355.21
US Treasury Notes	1.625%	04/24/15	04/30/19	1,461	1.150%	630,000.00	641,610.53	(54.31)	641,664.84	27.82
US Treasury Notes	1.250%	01/12/15	02/29/20	1,766	1.480%	275,000.00	272,050.80	176.77	271,874.03	579.14
US Treasury Notes	1.125%	04/24/15	04/30/20	1,827	1.350%	300,000.00	296,766.17	12.26	296,753.91	9.17
US Treasury Notes	2.625%	01/12/15	11/15/20	2,026	1.640%	300,000.00	315,645.20	(807.93)	316,453.13	3,632.94
US Treasury Notes	2.250%	04/24/15	03/31/21	2,162	1.540%	250,000.00	260,008.10	(30.96)	260,039.06	476.43
US Treasury Notes	2.000%	01/12/15	05/31/21	2,223	1.720%	300,000.00	304,760.34	(220.13)	304,980.47	2,505.49
US Treasury Notes	1.875%	01/12/15	11/30/21	2,406	1.780%	260,000.00	261,608.42	(67.36)	261,675.78	2,035.71
US Treasury Notes	1.625%	02/26/15	08/15/22	2,664	1.780%	175,000.00	172,714.14	52.03	172,662.11	589.17
US Treasury Notes	1.750%	04/24/15	05/15/23	2,937	1.790%	390,000.00	388,784.49	3.24	388,781.25	3,148.55
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,250	1.650%	95,000.00	95,000.00	-	95,000.00	130.63
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,615	1.680%	40,000.00	40,000.00	-	40,000.00	55.97
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	1,738	1.880%	75,000.00	77,949.93	(13.32)	77,963.25	45.83
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	1,781	2.290%	70,000.00	70,000.00	-	70,000.00	160.58
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	1,842	2.250%	50,000.00	50,000.00	-	50,000.00	112.65
FNMA SERIES 2015	2.013%	03/31/15	07/25/22	2,643	1.710%	24,832.02	25,079.77	(0.12)	25,079.89	41.66
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	791	0.970%	80,000.00	80,057.64	(18.68)	80,076.32	271.11
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	791	0.960%	300,000.00	300,264.96	(86.04)	300,351.00	1,016.67
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	1,117	1.300%	425,000.00	419,564.42	1,666.17	417,896.25	1,652.76
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	1,307	1.780%	475,000.00	472,503.48	894.98	471,608.50	3,301.91
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	1,391	1.550%	400,000.00	404,781.38	(1,162.62)	405,944.00	1,500.00
Weighted Avg Maturity			1.423		1.296%	\$ 7,890,281.74	\$ 7,916,324.06	\$ 2,538.07	\$ 7,913,785.99	\$ 27,711.53

DU PAGE WATER COMMISSION  
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 (Unaudited)  
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/15
Capital Reserve (01-1220)										
IIIT - Money Market (PFM Asset Management)	0.497%	04/30/15	05/01/15	1	0.497%	41,548.69	41,548.69	-	41,548.69	-
US Treasury Notes	2.625%	12/31/14	04/30/16	366	0.430%	625,000.00	638,652.55	(4,560.34)	643,212.89	44.58
US Treasury Notes	3.250%	05/10/13	06/30/16	427	0.410%	150,000.00	154,955.92	(8,286.27)	163,242.19	1,629.49
US Treasury Notes	3.250%	05/22/13	06/30/16	427	0.530%	150,000.00	154,742.65	(7,737.82)	162,480.47	1,629.49
US Treasury Notes	3.250%	05/24/13	06/30/16	427	0.440%	200,000.00	206,518.40	(10,755.04)	217,273.44	2,172.65
US Treasury Notes	3.250%	12/31/14	06/30/16	427	0.510%	750,000.00	773,810.58	(6,804.65)	780,615.23	8,147.44
US Treasury Notes	1.500%	01/27/15	07/31/16	458	0.380%	1,050,000.00	1,064,613.66	(3,023.06)	1,067,636.72	3,915.75
US Treasury Notes	0.375%	04/06/15	10/31/16	550	0.410%	400,000.00	399,820.82	8.32	399,812.50	4.08
US Treasury Notes	0.375%	01/05/15	10/31/16	550	0.620%	1,000,000.00	996,380.96	775.02	995,585.94	10.19
US Treasury Notes	0.875%	11/01/13	11/30/16	580	0.620%	200,000.00	200,798.67	(748.20)	201,546.87	730.77
US Treasury Notes	0.875%	02/04/15	12/31/16	611	0.440%	500,000.00	503,591.48	(510.08)	504,101.56	1,482.36
US Treasury Notes	0.875%	12/31/14	12/31/16	611	0.710%	1,000,000.00	1,002,800.90	(558.48)	1,003,359.38	2,924.72
US Treasury Notes	1.000%	12/31/14	03/31/17	701	0.810%	875,000.00	878,181.15	(544.43)	878,725.58	741.12
US Treasury Notes	1.000%	02/27/15	03/31/17	701	0.680%	1,570,000.00	1,579,626.89	(860.22)	1,580,487.11	1,329.78
US Treasury Notes	0.625%	06/03/14	05/31/17	762	0.810%	75,000.00	74,709.39	125.41	74,583.98	195.74
US Treasury Notes	0.500%	07/07/14	07/31/17	823	0.960%	35,000.00	34,642.32	127.67	34,514.65	43.51
US Treasury Notes	0.500%	01/27/15	07/31/17	823	0.740%	615,000.00	611,658.38	382.01	611,276.37	764.50
US Treasury Notes	0.500%	12/31/14	07/31/17	823	0.960%	1,000,000.00	989,810.62	1,490.31	988,320.31	1,243.09
US Treasury Notes	0.625%	01/05/15	09/30/17	884	1.020%	1,000,000.00	990,495.42	1,237.61	989,257.81	529.37
US Treasury Notes	0.625%	11/03/14	11/30/17	945	0.990%	200,000.00	198,118.53	352.90	197,765.63	521.98
US Treasury Notes	0.625%	04/23/15	11/30/17	945	0.780%	1,500,000.00	1,494,189.90	49.27	1,494,140.63	3,914.84
US Treasury Notes	0.750%	12/03/14	12/31/17	976	1.010%	225,000.00	223,458.67	234.06	223,224.61	564.05
US Treasury Notes	0.875%	12/31/14	01/31/18	1,007	1.160%	1,000,000.00	992,391.45	907.07	991,484.38	2,175.41
US Treasury Notes	0.750%	03/27/15	03/31/18	1,066	0.990%	150,000.00	148,950.06	34.04	148,916.02	95.29
US Treasury Notes	0.750%	04/30/15	03/31/18	1,066	0.840%	475,000.00	473,739.45	1.17	473,738.28	301.74
US Treasury Notes	0.750%	02/27/15	03/31/18	1,066	1.040%	930,000.00	922,243.59	453.75	921,789.84	590.78
US Treasury Notes	0.750%	04/23/15	03/31/18	1,066	0.880%	1,000,000.00	996,355.20	27.07	996,328.13	635.25
US Treasury Notes	0.750%	03/27/15	03/31/18	1,066	1.000%	1,500,000.00	1,489,443.84	342.28	1,489,101.56	952.87
Orange County CA TXBL Rev Bonds	0.780%	01/13/15	05/02/16	368	0.780%	220,000.00	220,000.00	-	220,000.00	514.80
CA ST Taxable GO Bonds	1.250%	10/22/13	11/01/16	551	1.090%	100,000.00	100,237.26	(231.74)	100,469.00	625.00
UNIV OF CAL Taxable Rev Bonds	0.934%	03/25/15	05/15/17	746	0.930%	175,000.00	175,000.00	-	175,000.00	163.45
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	885	1.090%	35,000.00	35,000.00	-	35,000.00	31.79

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 April 30, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/15
Capital Reserve (01-1220) Continued...										
FNMA SERIES 2015 M1	1.625%	01/30/15	02/01/18	1,008	1.260%	100,000.00	100,938.01	(61.24)	100,999.25	135.50
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	1,067	1.260%	105,000.00	106,049.62	-	106,049.62	135.63
FNMA SERIES 2015 M3	0.392%	02/27/15	06/01/18	1,128	0.390%	79,796.31	79,775.46	-	79,775.46	27.90
FNMA SERIES 2015 M3	0.385%	03/31/15	09/25/18	1,244	0.380%	70,433.02	70,415.73	0.76	70,414.97	22.57
FNMA Notes	1.250%	10/01/13	09/28/16	517	0.750%	70,000.00	70,490.45	(543.45)	71,033.90	80.21
FNMA Notes	1.250%	10/01/13	09/28/16	517	0.740%	105,000.00	105,747.40	(828.24)	106,575.64	120.31
FHLB Notes	0.500%	08/07/14	09/28/16	517	0.610%	200,000.00	199,703.35	153.35	199,550.00	91.67
FHLB Notes	0.500%	02/27/15	09/28/16	517	0.540%	1,600,000.00	1,599,190.58	102.58	1,599,088.00	733.33
FHLB Notes	0.625%	01/22/15	11/23/16	573	0.560%	400,000.00	400,428.31	(74.72)	400,503.03	1,138.89
FHLB Notes	0.625%	01/26/15	11/23/16	573	0.570%	600,000.00	600,478.15	(79.85)	600,558.00	1,708.33
FHLB Notes	1.625%	04/23/15	12/09/16	589	0.540%	1,475,000.00	1,500,462.04	(350.46)	1,500,812.50	9,454.34
FHLB Notes	1.625%	01/16/15	01/27/17	638	0.590%	415,000.00	414,377.65	103.90	414,273.75	605.21
FHLB Notes	0.500%	01/26/15	01/27/17	638	0.620%	575,000.00	573,771.11	185.61	573,585.50	838.54
FHLB Notes	0.875%	03/06/15	02/27/17	669	0.840%	150,000.00	150,067.16	(31.84)	150,099.00	233.33
FHLB Notes	0.850%	03/17/15	03/17/17	687	0.850%	450,000.00	450,000.00	-	450,000.00	467.50
FHLB Notes	0.840%	03/24/15	03/24/17	694	0.840%	450,000.00	450,000.00	-	450,000.00	388.50
FNMA Notes	1.125%	09/04/14	04/27/17	728	0.940%	475,000.00	476,733.54	(565.46)	477,299.00	59.38
FNMA Notes	1.125%	02/04/15	04/27/17	728	0.600%	850,000.00	858,746.56	(1,053.94)	859,800.50	106.25
Freddie Mac Global Notes	1.000%	08/14/14	07/28/17	820	1.000%	125,000.00	124,993.72	2.10	124,991.62	322.92
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	820	0.850%	1,000,000.00	1,003,237.61	(162.39)	1,003,400.00	2,583.33
BNP PARIBAS FINANCE CP	0.000%	12/31/14	05/01/15	1	0.280%	400,000.00	400,000.00	376.44	399,623.56	-
JP Morgan Securities CP	0.000%	12/31/14	06/01/15	32	0.270%	400,000.00	399,907.00	363.00	399,544.00	-
JP Morgan Securities CP	0.000%	12/31/14	07/29/15	90	0.330%	400,000.00	399,673.67	443.67	399,230.00	-
Weighted Avg Maturity				706	0.722%	\$ 29,241,778.02	\$ 29,301,654.52	\$ (40,092.55)	\$ 29,341,747.07	\$ 57,859.52
TOTAL ALL FUNDS					0.810%	\$ 95,636,103.75	\$ 95,847,023.29	\$ (96,269.74)	\$ 95,983,385.58	\$ 187,861.65
April 30, 2015	90 DAY US TREASURY YIELD				0.01%	Longest Maturity		2,937	\$ 390,000.00	
	3 month US Treasury Bill Index				0.01%					
	0-3 Year US Treasury Index				0.42%					
	1-3 Year US Treasury Index				0.55%					
	1-5 Year US Treasury Index				0.82%					
	1-10 Year US Treasury Index				1.11%					

DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from May 1, 2014 to April 30, 2015

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 116,015,911
Cash payments to suppliers	(98,782,517)
Cash payments to employees	<u>(2,744,502)</u>
Net cash from operating activities	14,488,892

CASH FLOWS FROM NONCAPITAL  
FINANCING ACTIVITIES

Cash received from sales taxes	36,396,962
Cash Received from water quality loans	<u>49,044</u>
Net cash from noncapital financing activities	36,446,006

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	(219,999)
Principal Paid	(21,102,996)
Construction and purchase of capital assets	<u>(787,035)</u>
Net cash from capital and related financing activities	(22,110,030)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>802,577</u>
Net cash from investing activities	802,577

Net Increase (Decrease) in cash and investments 29,627,445

CASH AND INVESTMENTS, MAY 1, 2014 69,947,449

CASH AND INVESTMENTS, APRIL 30, 2015 \$ 99,574,894

April 30, 2015  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	4/30/2015		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS</b>			
A. Operating Reserve	\$ 37,152,341	\$ 40,933,837	\$ 3,781,496
B. Capital Reserve	\$ 25,254,680	\$ 29,301,655	\$ 4,046,975
C. Long Term Water Capital Reserve	\$ 5,725,000	\$ 7,916,324	\$ 2,191,324
D. Principal Account	\$ 1,175,500	\$ 1,181,000	\$ 5,500
E. Interest Account	\$ 9,763	\$ 11,920	\$ 2,157
F. O+M Account (1)	\$ 9,071,740	\$ 17,071,214	\$ 7,999,474
G. Current Construction Obligation and Customer Construction Escrows	\$ 75,149	\$ 75,149	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 78,464,173</b>	<b>\$ 96,491,099</b>	<b>\$ 18,026,926</b>

<b>TABLE 2</b>	
<b>OTHER CASH</b>	
H. General Fund	\$ 1,040,019
I. Sales Tax	\$ 2,043,776
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 3,083,795</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 99,574,894</b>

Outstanding Balance 4/30/15
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<b>TABLE 3--DEBT</b>
<b>J. REVENUE BOND FINAL PAYMENT MAY-2016</b>

\$ 11,954,550
---------------

Note 1: The O&M Account target varies from month to month. The cash balance should be enough to cover the current months operating cash outflows, but not exceed \$25 million in balance.

DATE: May 6, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Finance Committee	<b>ORIGINATING DEPARTMENT</b> Finance
<b>ITEM</b> Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016  Ordinance No. O-4-15	<b>APPROVAL</b>    
<p>Account No.: N/A</p> <p>Ordinance No. O-4-15 would approve and adopt the Combined Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016 as required by the Commission's By-Laws and the Illinois Municipal Budget Law (50 ILCS 330/1 <i>et seq.</i>).</p> <p>The ordinance is based on the fiscal year 2015-16 Management Budget plus a factor designed to allow the Board of Commissioners the ability to expend all funds available to it during the fiscal year even though the Management Budget does not contemplate so doing. Personnel costs have been appropriated at 105% of budget. All other operating expenditures and all construction expenditures were appropriated at 135% of budget with the exception of cost of water purchases and depreciation expense, which were appropriated at 125%. The fiscal year 2015-16 Management Budget still provides the criteria for management analysis.</p>	
<b>MOTION:</b> To adopt Ordinance No. O-4-15.	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-4-15

ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE  
FISCAL YEAR COMMENCING MAY 1, 2015 AND ENDING APRIL 30, 2016

BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as follows:

SECTION ONE: That the following sums are authorized by law and the same are hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the objects and purposes hereinafter specified during the fiscal year commencing May 1, 2015 and ending April 30, 2016 and that the sums of money hereinafter set forth are deemed necessary to defray all necessary expenses and liabilities of the DuPage Water Commission for said period:

Ordinance No. O-4-15  
 DU PAGE WATER COMMISSION  
 BUDGET AND APPROPRIATION ORDINANCE  
 MAY 1, 2015 TO APRIL 30, 2016

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
WATER FUND RESOURCES		
01-5000	OPERATIONS & MAINTENANCE PAYMENTS	124,754,329
01-5110	FIXED COST PAYMENTS	0
01-5120	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	903,400
01-5130	EMERGENCY WATER SERVICE	19,462
01-5300	SALES TAXES	34,742,000
01-5810	INTEREST INCOME FROM INVESTMENTS	357,500
01-5900	OTHER INCOME	0
	TOTAL WATER FUND REVENUES	<u>160,776,691</u>
WATER FUND EXPENDITURES		
01-2340	REVENUE BOND PRINCIPAL PAYMENTS	11,056,250
01-2310	DEBT CERTIFICATE PRINCIPAL PAYMENTS	0
01-2322	CAPITAL LEASE PRINCIPAL PAYMENTS	9,400
01-60-6110	SALARIES OF COMMISSION PERSONNEL	3,121,385
01-60-6120	PERSONNEL - PENSION, INSURANCE AND TAXES	1,272,535
01-60-6130	PERSONNEL - TRAINING, DEVELOPMENT AND TRAVEL	95,025
01-60-6190	OTHER PERSONNEL EXPENSES	27,615
01-60-6210	WATER CONSERVATION	33,750
01-60-6230	COST OF INVESTMENT FEES AND BANK CHARGES	91,800
01-60-6250	LEGAL SERVICES AND NOTICES	228,825
01-60-6260	AUDIT SERVICES	43,200
01-60-6280	CONSULTING SERVICES	338,175
01-60-6290	CONTRACTUAL SERVICES	504,360
01-60-6400	INSURANCE COVERAGES	890,730
01-60-6512	GENERATOR DIESEL FUEL	151,875
01-60-6513	GAS UTILITY EXPENSES	44,550
01-60-6514	COMMUNICATION SYSTEMS	94,905
01-60-6520	OFFICE SUPPLIES AND PUBLICATIONS	46,948
01-60-6530	PRINTING AND POSTAGE EXPENSES	20,588
01-60-6540	PROFESSIONAL DUES	29,295
01-60-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	11,232
01-60-6560	REPAIRS AND MAINTENANCE OF BUILDINGS	288,414



01-60-6580	COMPUTER SOFTWARE	16,470
01-60-6590	SOFTWARE MAINTENANCE	128,797
01-60-6591	OTHER ADMINISTRATIVE EXPENSES	20,115
01-60-6611	COST OF WATER PURCHASES	130,627,764
01-60-6612	ELECTRIC UTILITY EXPENSES	2,728,350
01-60-6613	PURCHASE OF WATER CHEMICALS	36,045
01-60-6614	COST OF WATER TESTING	33,413
01-60-6620	PUMP STATION OPERATIONS	526,763
01-60-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	1,119,623
01-60-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	132,300
01-60-6722	REVENUE BOND INTEREST PAYMENTS	783,000
01-60-6723	NOTE INTEREST - CERTIFICATES OF DEBT	0
01-60-6724	CAPITAL LEASE INTEREST PAYMENTS	1,350
01-60-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	20,858
01-60-6850	COST OF FURNITURE & EQUIPMENT PURCHASES	170,100
01-60-6860	COST OF MOTOR VEHICLES PURCHASES	0
01-60-6900	DEPRECIATION EXPENSES	10,295,000
01-60-7000	COMMISSION CAPITAL PROJECTS	9,617,292
01-60-7980	COST OF CAPITALIZED FIXED ASSETS	0
01-60-7990	CONTINGENCY	67,214,477
		<hr/>
	TOTAL WATER FUND EXPENDITURES	241,872,574
		<hr/>
	WATER FUND REVENUE OVER (UNDER) EXPENDITURES	(81,095,883)
	ESTIMATED AVAILABLE WATER FUND BALANCES 05/01/2015	81,095,883
	AVAILABLE WATER FUND BALANCES 04/30/2015	<hr/> 0 <hr/>
		<hr/>
	ESTIMATED AVAILABLE WATER FUND BALANCES	05/01/15
		<hr/>
	Cash and Cash Equivalents	19,696,228
	Investments	71,194,597
	Accounts Payable	(9,794,942)
	TOTAL ESTIMATED AVAILABLE WATER FUND BALANCES	<hr/> 81,095,883 <hr/>

Ordinance No. O-4-15

SECTION TWO: This Ordinance shall be in full force and effect from and after its adoption.

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Ordinances/2015/O-4-15.docx

(SEAL)

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified Clerk of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, and as such Clerk, I am the keeper of the official journal of proceedings, books, records, minutes, and files of the DuPage Water Commission and of the Board of Commissioners thereof.

I do further certify that the attached is a full, true and complete copy of Ordinance No. O-4-15: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the DuPage Water Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

\_\_\_\_\_  
Carolyn Johnson  
Clerk

CERTIFICATION OF BUDGET/APPROPRIATION IN  
ACCORDANCE WITH CHAPTER 35 SECTION  
200/18-50 ILLINOIS COMPILED STATUES

The undersigned, being Clerk and Treasurer of the Taxing District below named, do hereby certify that attached hereto is a true and correct copy of the Budget/Appropriation of said District for its 2015/2016 fiscal year, adopted May 21, 2015.

We further certify that the estimate of revenues, by source, anticipated to be received by said Taxing District, either set forth in said document or attached hereto separately, is a true statement of said estimate.

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Carolyn Johnson  
Clerk  
DuPage Water Commission



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Douglas R. Ellsworth  
Treasurer  
DuPage Water Commission

(SEAL)

DATE: May 11, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Finance Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Amending and Restating the Investment Policy of the DuPage Water Commission  Resolution No. R-16-15	<b>APPROVAL</b>	  
<p>The Commission's Investment Policy was last updated on December 18, 2014. The proposed resolution amends the Commission's Investment Policy (a) to specifically allow investment in supranational securities, subject to certain limitations, and (b) to make other minor changes consistent with Illinois statute.</p>			
<b>MOTION:</b> To adopt Resolution No. R-16-15.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-16-15

A RESOLUTION AMENDING AND RESTATING  
THE INVESTMENT POLICY OF THE DUPAGE WATER COMMISSION

WHEREAS, Resolution No. R-34-14 amended and restated the Investment Policy of the DuPage Water Commission on December 18, 2014 (the "Investment Policy"); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary, and desirable, and in the best interest of the Commission, to further amend and update the Investment Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: Adoption. The Investment Policy of the DuPage Water Commission shall be and is hereby amended and restated so that said Investment Policy shall hereafter be and read as set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof.

SECTION THREE: Repealer. All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect from and after its adoption.

Resolution No. R-16-15

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-16-15.docx

EXHIBIT 1

# **DuPage Water Commission**

**Investment Policy**

**May 21, 2015**



## **INVESTMENT POLICY**

This policy authorizes the Commission to invest funds in certain authorized classes of securities. All persons from the Commission involved in the investment of public funds are to comply with the provisions relating to the deposit and investment of public funds. The purpose of this Statement of Investment Policy and Guidelines (this "Policy") is to establish cash management and investment guidelines for the Commission. This Policy has been prepared in accordance with the Public Funds Investment Act (30 ILCS 235), Exhibit A.

### **1.0 POLICY**

The Commission is responsible for the management of daily receipt and investment of cash and related accounting operations. The Treasurer is the Chief Investment Officer of the Commission and investments may be directed by the Treasurer, General Manager, Office designees, or outside professional fund managers, in accordance with this Policy.

It is the policy of the Commission to invest all funds under the control in a manner that provides the highest investment return using authorized instruments while meeting the Commission's daily cash flow demands in conformance with this policy, its objectives, applicable ordinances and laws.

### **2.0 SCOPE OF POLICY:**

This Policy applies to all investments held within and made on behalf of the Commission.

### **3.0 OBJECTIVES:**

The primary objective in the investment of funds under control of the Commission is to ensure the safety of principal, while managing liquidity requirements of debt service and other financial obligations of the Commission, and providing the highest investment return using authorized investment instruments.

#### **3.1 Safety.**

The safety of principal is the foremost objective of the investment program. Commission investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. To attain this objective, diversification is required to ensure that the Commission prudently manages market, interest rate and credit risk. Each investment purchase shall be limited to those defined as eligible under this Policy.

#### **3.2 Liquidity.**

The investment portfolio shall remain sufficiently liquid to enable the Commission to meet all operating requirements that might be reasonably anticipated. Unless otherwise authorized by the Board, all investments shall be fully payable as to principal and interest within five years from the date of purchase. The only exception will be in regards to investments within the Long-Term Water Capital Reserve Fund which may include investments that shall be fully payable as to principal and interest within ten years from the date of purchase due to the longstanding nature of the reserve fund; provided, however, that such investments shall have a maximum five-year weighted average maturity.

#### **3.3 Return on Investments.**

The investment portfolio shall be designed to obtain the highest available return, taking into account the Commission's investment risk constraints and cash flow needs. The Commission shall seek to obtain the highest available return using authorized investments.

#### **4.0 STANDARD OF CARE:**

To accomplish the objectives of the Commission, all authorized persons engaged in the investment process will perform their duties responsibly in accordance with the following standard:

“Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the Commission, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of investing funds of like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.”

The standard of care to be used by the Commission shall be the “prudent investor” standard and shall be applied in the context of managing an overall portfolio. Those involved in investing shall: (i) act in accordance with written procedures and this Policy, (ii) exercise due diligence, (iii) prepare all reports in a timely fashion and (iv) exercise appropriate action to control adverse developments.

#### **5.0 OPERATIONAL GUIDELINES:**

##### **5.1 Particular Fund Investments:**

The Commission requires that any investments of a particular restricted account be credited to that account. Principal and interest shall be credited to the particular restricted account so invested. Any two of the following four officials, 1) General Manager, 2) Treasurer, 3) Finance Committee Chairman, and 4) Commission Chairman, may transfer ownership of any security purchased with monies of a particular restricted account to another restricted or unrestricted account of the Commission. The particular restricted account originally invested shall be credited with the amount of the principal and accrued interest up to the date of the transfer of ownership of such security from that particular restricted account to the other restricted/unrestricted account.

##### **5.2 Competitive Bidding:**

At least three (3) competitive bids are to be solicited on most investment transactions made by the Commission. Bids/quotes and markups or discounts need to be consistent with prevailing institutional trades at the time of each transaction and are to be compared to market quotations for the same type and maturity investment. In certain emergency circumstances, the Commission may solicit less than three (3) competitive bids. The guiding principle with choosing any bid for any investment transaction made by the Commission is the quality of the bid and the assurance that the bidder can complete the investment transaction.

##### **5.3 Selection of Investment Advisors and Money Managers:**

The services of investment advisors and money managers shall only be employed after the solicitation of at least three written quotations and, as required by the Commission's By-Laws, as amended, approved by the Board of Commissioners pursuant to the majority affirmative vote of all of the Commissioners, including the votes of at least 1/3 of the Commissioners appointed by the Chairman of the DuPage County Board and at least 40% of the Commissioners appointed by the groups of mayors as provided in the Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq.

#### **6.0 ETHICS AND CONFLICT OF INTEREST:**

It is the policy of the Commission that no person acting on behalf of the investment function shall, in any manner, have any interest, either directly or indirectly in, or receive in any manner compensation from, any investments in which the Commission is authorized to invest; or have any interest, either directly or indirectly in, or receive, in any manner, compensation of any kind from, the

sellers, sponsors or managers of such investments. Officers and other staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

## 7.0 AUTHORIZED INVESTMENTS:

The Board has authorized the following types of investments subject to the provisions of the Public Funds Investment Act (30 ILCS 235) and other applicable law:

The investment portfolio will be diversified to avoid incurring undue concentration in securities of one type or securities of one financial institution or maturities.

- a. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, which are guaranteed as to the payment of principal and interest by the full faith and credit of the United States of America.

Maximum Aggregate Position                      No Limit

- b. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies and its instrumentalities.

Maximum Aggregate Position                      No Limit, except for obligations classified as supranational securities, which shall be limited to a maximum aggregate position of 5% of total portfolio. For purposes of this Policy, "supranational securities" shall mean obligations issued by a multinational development institution, when the United States is, by virtue of legislation enacted by the United States Congress, a member thereof, including, but not limited to:

- International Bank for Reconstruction and Development (World Bank) (22 USC 286 *et seq.*);
- International Finance Corporation (22 USC 282 *et seq.*);
- Inter-American Development Bank (22 USC 283 *et seq.*);
- African Development Bank (22 USC 290i *et seq.*);
- Asian Development Bank (22 USC 285 *et seq.*);
- European Bank of Reconstruction and Development (22 USC 2901 *et seq.*)

- c. Interest-bearing savings accounts, certificates of deposit, time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, the deposits of which are insured by the Federal Deposit Insurance Corporation. Any such investments made in excess of such deposit insurance shall be secured as provided in Section 10.0.

Maximum Aggregate Position                      50% of total portfolio

- d. Short-term obligations of corporations (Commercial Paper) organized in the United States of America with assets exceeding \$500,000,000; obligations must be rated at the time of purchase A1/P1 or better by Standard & Poor's and Moody's, respectively, and must mature not later than 270 days from the date of purchase; the Board's investment in the short-term obligations of a single issuer shall not exceed 10% of that corporation's outstanding obligations.

Maximum Position with Single Issuer                      5% of total portfolio

Maximum Aggregate Position

33% of total portfolio

- e. Money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended; the portfolio of any such money market fund must be limited to obligations specified in subsection [a] or [b] of this section and to agreements to repurchase such obligations. All underlying securities of the fund must mature within twelve months or less, and the fund must maintain a weighted average portfolio maturity of 90 days or less. Prospectuses must be on file, reviewed, and approved before investing.

Maximum Aggregate Position

No Limit

- f. Shares or other forms of securities legally issuable by savings and loan associations incorporated under the laws of any state or of the United States of America, the shares or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such investments made in excess of such deposit insurance shall be secured as provided in Section 10.0.

Maximum Aggregate Position 50% of total portfolio

- g. Dividend-bearing share accounts, share certificate accounts, or other such class of share accounts of a credit union chartered under the laws of the State of Illinois or of the United States of America, provided that deposits are insured by applicable law and that the credit union's principal office is located within the State of Illinois. Any such investments made in excess of such deposit insurance, shall be secured as provided in Section 10.0

Maximum Aggregate Position

25% of total portfolio

- h. Subject to the limitation of Section 12 of the Local Government Debt Reform Act, 30 ILCS 350/12, interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, or any other state, or of any political subdivision or agency of the State of Illinois or of any other state, if the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the Commission or held under a custodial agreement at a bank. The bonds shall be rated at least A- by Standard and Poor's or A3 by Moody's at the time of purchase.

Maximum Aggregate Position 25% of total portfolio

- i. Any other suitable investment instrument permitted by applicable state laws governing public investments subject to the reasonable exercise of prudence in making investments of public fund.

## **8.0 BOND ORDINANCES:**

The provisions and restrictions of any bond ordinance(s) of the Commission regarding permitted investments must be observed during the time that any bonds of the Commission authorized by said ordinance(s) are outstanding.

## **9.0 INVESTMENT RESTRICTIONS:**

The Commission will not utilize investment of leveraged transactions, financial forwards, futures, hedged investments, index amortizing notes, dual index notes, dc-leveraged bonds, range bonds, inverse floaters, and any other financial derivative. The Commission is not authorized, without the approval of

the Board, to (i) invest in financial agreements whose returns are linked to or derived from the performance of some underlying asset such as bonds, currencies or commodities products, or (ii) borrow against or otherwise obligate Commission investments. No investment maturity can be longer than 5 years except as otherwise authorized by the Board per Section 3.2.

#### **10.0 COLLATERALIZATION:**

In order to protect the Commission's deposits, depository institutions are to maintain collateral pledges on Commission certificates of deposit during the term of the deposit of at least 102% of marketable U.S. government or approved securities or surety bonds issued by top-rated insurers. Collateral is required as security for any amount in excess of the federal deposit insurance limit. The collateral required to secure Commission funds must be held in safekeeping and pursuant to collateral agreements which would prohibit release or substitution of pledged assets without proper written notification and authorization of the Treasurer or General Manager. However, substitutions may be made without prior approval from the Commission provided: security types are of the type allowed for collateralization in the Policy, the market value of the securities to be substituted is at least equal to the amount withdrawn; notification is given to the Treasurer or General Manager; and the custodian has not received any prior notification from the Treasurer or General Manager prohibiting substitution. Repurchase agreements must also be collateralized in an amount of 102% of market value of principal and accrued interest.

The final maturity of acceptable collateral pledged shall not exceed 60 months. Collateral pledged for repurchase agreements shall be marked to market at least weekly during the term of the agreement. Additional collateral will be required when the ratio falls below the level required.

#### **11.0 SAFEKEEPING AND CUSTODY:**

All securities and collateral will be held by a third party custodian designated by the Commission and evidenced by safekeeping receipts. Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

#### **12.0 DIVERSIFICATION:**

A variety of financial instruments and maturities, properly balanced, will help to ensure liquidity and reduce risk or interest rate volatility and loss of principal. Diversifying investments and maturities will avoid incurring unreasonable risks in the investment portfolio regarding specific security types, issuers or individual financial institutions.

#### **13.0 INTERNAL CONTROLS:**

The Commission, shall maintain a system of internal controls and written operational procedures that shall be documented. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by authorized investment officers.

In addition, the Commission has established a system of internal controls to ensure that staff positions and functional duties are adequately segregated for separation of duties between the investment and accounting operations.

These controls shall be tested and reviewed periodically by external auditors during the audit.

**14.0 PERFORMANCE EVALUATION:**

The Commission will utilize the following benchmarks as appropriate to determine whether market average yields are being achieved:

<b>Account</b>	<b>Benchmark</b>
General Account	BoA/Merrill Lynch 3-Month U.S. Treasury Bill Index
Sales Tax	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index
Operating Reserve Fund	BoA/Merrill Lynch 1 – 5 Year U.S. Treasury Index
Capital Reserve Fund	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index
Long-Term Water Capital Reserve Fund	BoA/Merrill Lynch 1 – 10 Year U.S. Treasury Index

For all other funds (i.e., the Interest and Principal accounts), the rate of return should equal or exceed the rate of return on Treasury securities of like maturities and like purchase dates.

**15.0 REPORTING:**

The Commission shall record all investment transactions. A written report will be generated monthly for internal purposes listing all active investments by class or type, maturity of investments, book value, interest rate, income earned, including the fair market value of all investments as of the report date and other pertinent information deemed necessary. This report will be submitted to the General Manager of the Commission for distribution to the Board no less than on a quarterly basis pursuant to the Public Funds Investment Act.

**16.0 POLICY ADOPTION AND AMENDMENT:**

This Policy shall be adopted by a resolution of the Board. This Policy may be reviewed from time to time and amended upon approval of the Board.

## Exhibit A

### FINANCE

#### (30 ILCS 235/) Public Funds Investment Act.

(30 ILCS 235/0.01) (from Ch. 85, par. 900)

Sec. 0.01. Short title. This Act may be cited as the Public Funds Investment Act.

(Source: P.A. 86-1324.)

(30 ILCS 235/1) (from Ch. 85, par. 901)

Sec. 1. The words "public funds", as used in this Act, mean current operating funds, special funds, interest and sinking funds, and funds of any kind or character belonging to or in the custody of any public agency.

The words "public agency", as used in this Act, mean the State of Illinois, the various counties, townships, cities, towns, villages, school districts, educational service regions, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, the Illinois Bank Examiners' Education Foundation, the Chicago Park District, and all other political corporations or subdivisions of the State of Illinois, now or hereafter created, whether herein specifically mentioned or not. This Act does not apply to the Illinois Prepaid Tuition Trust Fund, private funds collected by the Illinois Conservation Foundation, or pension funds or retirement systems established under the Illinois Pension Code, except as otherwise provided in that Code.

The words "governmental unit", as used in this Act, have the same meaning as in the Local Government Debt Reform Act.

(Source: P.A. 98-297, eff. 1-1-14.)

(30 ILCS 235/2) (from Ch. 85, par. 902)

Sec. 2. Authorized investments.

(a) Any public agency may invest any public funds as follows:

(1) in bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(2) in bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;

(3) in interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;

(4) in short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the public agency's funds may be invested in short term obligations of corporations; or

(5) in money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations.

(a-1) In addition to any other investments authorized under this Act, a municipality, park district, forest preserve district, conservation district, county, or other governmental unit may invest its public funds in interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the municipality, park district, forest preserve district, conservation district, county, or other governmental unit, or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

(b) Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. Any public agency may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of such governing authority, the public funds so invested will be required for expenditure by such public agency or its governing authority. The expressed judgment of any such governing authority as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. Any public agency may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

(c) For purposes of this Section, the term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress.

(d) Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no person acting as treasurer or financial officer or who is employed in any similar capacity by or for a public agency may do any of the following:

(1) have any interest, directly or indirectly, in any investments in which the agency is authorized to invest.

(2) have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments.

(3) receive, in any manner, compensation of any kind from any investments in which the agency is authorized to invest.

(e) Any public agency may also invest any public funds in a Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. Any public agency may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

(f) To the extent a public agency has custody of funds not owned by it or



another public agency and does not otherwise have authority to invest such funds, the public agency may invest such funds as if they were its own. Such funds must be released to the appropriate person at the earliest reasonable time, but in no case exceeding 31 days, after the private person becomes entitled to the receipt of them. All earnings accruing on any investments or deposits made pursuant to the provisions of this Act shall be credited to the public agency by or for which such investments or deposits were made, except as provided otherwise in Section 4.1 of the State Finance Act or the Local Governmental Tax Collection Act, and except where by specific statutory provisions such earnings are directed to be credited to and paid to a particular fund.

(g) A public agency may purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the public agency, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

(h) Except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, no public agency may purchase or invest in instruments which constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of any public agency unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in the name of the public agency, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) An authorized public officer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, which acts for the public agency in connection with repurchase agreements involving the investment of funds by the public agency. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements. To the extent the Treasurer acts in this capacity, he is hereby authorized to pass through to such public agencies any charges assessed by the Federal Reserve Bank.

(3) A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the public agency on the records of the custodial bank and the transaction must be confirmed in writing to the public agency by the custodial bank.

(4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The public agency enters into a written master repurchase agreement which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The authorized public officer of the public agency informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank must take delivery of and maintain the securities in its custody for the account of the public agency and confirm the transaction in writing to the public agency. The Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the public agency; that the securities

are free of any claims against the trading partner; and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by a public agency may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the public agency or officer authorized to make such investments.

(11) The custodial bank shall be liable to the public agency for any monetary loss suffered by the public agency due to the failure of the custodial bank to take and maintain possession of such securities.

(i) Notwithstanding the foregoing restrictions on investment in instruments constituting repurchase agreements the Illinois Housing Development Authority may invest in, and any financial institution with capital of at least \$250,000,000 may act as custodian for, instruments that constitute repurchase agreements, provided that the Illinois Housing Development Authority, in making each such investment, complies with the safety and soundness guidelines for engaging in repurchase transactions applicable to federally insured banks, savings banks, savings and loan associations or other depository institutions as set forth in the Federal Financial Institutions Examination Council Policy Statement Regarding Repurchase Agreements and any regulations issued, or which may be issued by the supervisory federal authority pertaining thereto and any amendments thereto; provided further that the securities shall be either (i) direct general obligations of, or obligations the payment of the principal of and/or interest on which are unconditionally guaranteed by, the United States of America or (ii) any obligations of any agency, corporation or subsidiary thereof controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress of the United States and provided further that the security interest must be perfected by either the Illinois Housing Development Authority, its custodian or its agent receiving possession of the securities either physically or transferred through a nationally recognized book entry system.

(j) In addition to all other investments authorized under this Section, a community college district may invest public funds in any mutual funds that invest primarily in corporate investment grade or global government short term bonds. Purchases of mutual funds that invest primarily in global government short term bonds shall be limited to funds with assets of at least \$100 million and that are rated at the time of purchase as one of the 10 highest classifications established by a recognized rating service. The investments shall be subject to approval by the local community college board of trustees. Each community college board of trustees shall develop a policy regarding the percentage of the college's investment portfolio that can be invested in such funds.

Nothing in this Section shall be construed to authorize an intergovernmental risk management entity to accept the deposit of public funds except for risk management purposes.

(Source: P.A. 97-129, eff. 7-14-11; 98-297, eff. 1-1-14; 98-390, eff. 8-16-13; 98-756, eff. 7-16-14.)

(30 ILCS 235/2.5)

Sec. 2.5. Investment policy.

(a) Investment of public funds by a public agency shall be governed by a written investment policy adopted by the public agency. The level of detail and complexity of the investment policy shall be appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio. The policy shall address safety of principal, liquidity of funds, and return on investment and shall require that the investment portfolio be structured in such manner as to provide

sufficient liquidity to pay obligations as they come due. In addition, the investment policy shall include or address the following:

- (1) a listing of authorized investments;
- (2) a rule, such as the "prudent person rule", establishing the standard of care that must be maintained by the persons investing the public funds;
- (3) investment guidelines that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (4) a policy regarding diversification of the investment portfolio that is appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (5) guidelines regarding collateral requirements, if any, for the deposit of public funds in a financial institution made pursuant to this Act, and, if applicable, guidelines for contractual arrangements for the custody and safekeeping of that collateral;
- (6) a policy regarding the establishment of a system of internal controls and written operational procedures designed to prevent losses of funds that might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the entity;
- (7) identification of the chief investment officer who is responsible for establishing the internal controls and written procedures for the operation of the investment program;
- (8) performance measures that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (9) a policy regarding appropriate periodic review of the investment portfolio, its effectiveness in meeting the public agency's needs for safety, liquidity, rate of return, and diversification, and its general performance;
- (10) a policy establishing at least quarterly written reports of investment activities by the public agency's chief financial officer for submission to the governing body and chief executive officer of the public agency. The reports shall include information regarding securities in the portfolio by class or type, book value, income earned, and market value as of the report date;
- (11) a policy regarding the selection of investment advisors, money managers, and financial institutions; and
- (12) a policy regarding ethics and conflicts of interest.

(b) For purposes of the State or a county, the investment policy shall be adopted by the elected treasurer and presented to the chief executive officer and the governing body. For purposes of any other public agency, the investment policy shall be adopted by the governing body of the public agency.

(c) The investment policy shall be made available to the public at the main administrative office of the public agency.

(d) The written investment policy required under this Section shall be developed and implemented by January 1, 2000.

(Source: P.A. 90-688, eff. 7-31-98.)

(30 ILCS 235/2.10)

Sec. 2.10. Unit of local government; deposit at reduced rate of interest. The treasurer of a unit of local government may, in his or her discretion, deposit public moneys of that unit of local government in a financial institution pursuant to an agreement that provides for a reduced rate of interest, provided that the institution agrees to expend an amount of money equal to the amount of the reduction for senior centers.

(Source: P.A. 93-246, eff. 7-22-03.)

(30 ILCS 235/3) (from Ch. 85, par. 903)

Sec. 3. If any securities, purchased under authority of Section 2 hereof, are issuable to a designated payee or to the order of a designated payee, then the public agency shall be so designated, and further, if such securities are purchased with money taken from a particular fund of a public agency, the name of such fund shall be added to that of such public agency. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be so registered in the name of the public agency, and in the name of the fund to which they are to be credited. (Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/4) (from Ch. 85, par. 904)

Sec. 4. All securities purchased under the authority of this Act shall be held for the benefit of the public agency which purchased them, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by any such public agency under authority of this Act, may be sold at any time, at the then current market price thereof, by the governing authority of such public agency. Except as provided in Section 4.1 of "An Act in relation to State finance", all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the public agency and to the fund by or for which such securities were purchased.

(Source: P.A. 84-1378.)

(30 ILCS 235/5) (from Ch. 85, par. 905)

Sec. 5. This Act, without reference to any other statute, shall be deemed full and complete authority for the investment of public funds, as hereinabove provided, and shall be construed as an additional and alternative method therefor.

(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/6) (from Ch. 85, par. 906)

Sec. 6. Report of financial institutions.

(a) No bank shall receive any public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency; provided, that if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.

(b) No savings bank or savings and loan association shall receive public funds unless it has furnished the corporate authorities of a public agency

submitting a deposit with copies of the last 2 sworn statements of resources and liabilities which the savings bank or savings and loan association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.

(c) No credit union shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a share deposit with copies of the last two reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings and the corporate authorities of a public agency making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.

(d) Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

(1) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.

(2) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.

(3) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.

(4) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes.

(5) Revenue bonds of any city, town, county, or school district of the State of Illinois.

(6) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.

(7) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing

Development Act.

(8) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.

(9) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:

(i) be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the 3 highest classifications established by at least one of the 2 standard rating services;

(ii) be issued by a financial institution having assets of \$15,000,000 or more; and

(iii) be issued by either a savings and loan association having a capital to asset ratio of at least 2%, by a bank having a capital to asset ratio of at least 6% or by a credit union having a capital to asset ratio of at least 4%.

The depository institution shall effect the assignment of the certificate of deposit or share certificate to the public agency and shall agree that, in the event the issuer of the certificate fails to maintain the capital to asset ratio required by this Section, such certificate of deposit or share certificate shall be replaced by additional suitable security.

(e) The public agency may accept a system established by the State Treasurer to aggregate permissible securities received as collateral from financial institutions in a collateral pool to secure public deposits of the institutions that have pledged securities to the pool.

(f) The public agency may at any time declare any particular security ineligible to qualify as collateral when, in the public agency's judgment, it is deemed desirable to do so.

(g) Notwithstanding any other provision of this Section, as security a public agency may, at its discretion, accept a bond, executed by a company authorized to transact the kinds of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this Section to be secured, payable to the public agency for the benefit of the People of the unit of government, in a form that is acceptable to the public agency.

(h) Paragraphs (a), (b), (c), (d), (e), (f), and (g) of this Section do not apply to the University of Illinois, Southern Illinois University, Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Western Illinois University, the Cooperative Computer Center and public community colleges.

(Source: P.A. 95-331, eff. 8-21-07.)

(30 ILCS 235/6.5)

(Text of Section from P.A. 98-703)

Sec. 6.5. Federally insured deposits at Illinois financial institutions.

(a) Notwithstanding any other provision of this Act or any other statute, whenever a public agency invests public funds in an interest-bearing savings

account, demand deposit account, interest-bearing certificate of deposit, or interest-bearing time deposit under Section 2 of this Act, the provisions of Section 6 of this Act and any other statutory requirements pertaining to the eligibility of a bank to receive or hold public deposits or to the pledging of collateral by a bank to secure public deposits do not apply to any bank receiving or holding all or part of the invested public funds if (i) the public agency initiates the investment at or through a bank located in Illinois and (ii) the invested public funds are at all time fully insured by an agency or instrumentality of the federal government.

(b) Nothing in this Section is intended to:

(1) prohibit a public agency from requiring the bank at or through which the investment of public funds is initiated to provide the public agency with the information otherwise required by subsections (a), (b), or (c) of Section 6 of this Act as a condition of investing the public funds at or through that bank; or

(2) permit a bank to receive or hold public deposits if that bank is prohibited from doing so by any rule, sanction, or order issued by a regulatory agency or by a court.

(c) For purposes of this Section, the term "bank" includes any person doing a banking business whether subject to the laws of this or any other jurisdiction.

(Source: P.A. 98-703, eff. 7-7-14.)

(Text of Section from P.A. 98-756)

Sec. 6.5. Federally insured deposits at Illinois financial institutions.

(a) Notwithstanding any other provision of this Act or any other statute, whenever a public agency invests public funds in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit under Section 2 of this Act, the provisions of Section 6 of this Act and any other statutory requirements pertaining to the eligibility of a bank to receive or hold public deposits or to the pledging of collateral by a bank to secure public deposits do not apply to any bank receiving or holding all or part of the invested public funds if (i) the public agency initiates the investment at or through a bank located in Illinois and (ii) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

(b) Nothing in this Section is intended to:

(1) prohibit a public agency from requiring the bank at or through which the investment of public funds is initiated to provide the public agency with the information otherwise required by subsection (a), (b), or (c) of Section 6 of this Act as a condition of investing the public funds at or through that bank; or

(2) permit a bank to receive or hold public deposits if that bank is prohibited from doing so by any rule, sanction, or order issued by a regulatory agency or by a court.

(c) For purposes of this Section, the term "bank" includes any person doing a banking business whether subject to the laws of this or any other jurisdiction.

(Source: P.A. 98-756, eff. 7-16-14.)

(30 ILCS 235/7) (from Ch. 85, par. 907)

Sec. 7. When investing or depositing public funds, each custodian shall, to the extent permitted by this Act and by the lawful and reasonable performance of his custodial duties, invest or deposit such funds with or in minority-owned financial institutions within this State.

(Source: P.A. 84-754.)

(30 ILCS 235/8)

Sec. 8. Consideration of financial institution's commitment to its

community.

(a) In addition to any other requirements of this Act, a public agency is authorized to consider the financial institution's record and current level of financial commitment to its local community when deciding whether to deposit public funds in that financial institution. The public agency may consider factors including, but not necessarily limited to:

(1) for financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

(2) any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;

(3) the financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

(4) the financial impact to the public agency as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and

(5) any additional burden on the resources of the public agency that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

(b) Nothing in this Section shall be construed as authorizing the public agency to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise prohibited by law.

(Source: P.A. 93-251, eff. 7-1-04.)



# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
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<b>ITEM</b>	To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.	<b>APPROVAL</b>	
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Account Number 01- 60-6280

An Agreement between the DuPage Water Commission and Reach HR Consulting for Human Resource Services at a rate of \$100.00 per hour, as needed. (see attached agreement). Suspending the purchasing procedures will be needed because the dollar amount will exceed the General Manager's authority level.

The Commission will be utilizing the services of Reach HR Consulting to assist the Commission on a compensation analysis to include researching market data on Commission positions, policy development and administration, employee relations and training, and other requests as needed. This agreement will be for two years.

**MOTION:** To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 21<sup>st</sup> day of May, 2015 between the DuPage Water Commission (the "Commission"), 600 East Butterfield Road, Elmhurst, IL 60126 and Reach HR Consulting (the "Consultant"), 2487 W. Branch Ct., Naperville, IL 60565.

1. **SCOPE OF SERVICES.** On an as-needed basis, to be determined by the General Manager, John Spatz, Reach HR Consulting will provide services such as:

- A. Compensation Analysis to include researching market data on Commission positions as requested
- B. Policy development and administration
- C. Employee relations and training as requested
- D. Other general Human Resources services as may be requested that are generally provided by said Consultant

2. **TERM OF AGREEMENT.** This Agreement shall be effective from the date set forth above and shall terminate on May 20, 2017; provided, however, that either party may terminate this Agreement prior to such date upon giving the other party fourteen (14) days advance written notice at the address set forth above for such party (or such other address as the party may specify).

3. **COMPENSATION.** Payment shall be to the Consultant at an hourly rate of \$100. An itemized monthly invoice based on actual work performed will be submitted by the Consultant.

4. **INDEPENDENT CONSULTANT.** The parties intend that an independent contractor relationship will be created by this Agreement. The Commission is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Nothing in this Agreement is intended to, or should be construed to create an employment relationship. The Consultant shall not be considered an agent or employee of the Commission for any purpose and shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this Agreement.

5. **CONFIDENTIALITY.** The Consultant agrees that any information which concerns the personal, financial or other affairs of the Commission will be treated in full confidence and will not be revealed to any other persons, firms or organizations, except as otherwise required by law. Upon termination of this Agreement, the Consultant will return to the Commission all records, notes, documentation and other items that were used, created, or controlled by the Consultant.

6. **EMPLOYMENT OF OTHERS.** The Commission may request that the Consultant arrange for the services of others. All costs for those services will be paid by the Commission, but in no event shall the Consultant employ others on behalf of the Commission without the prior authorization of the Commission. Any services requiring legal counsel should receive legal review and this may be arranged jointly by the parties.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Commission, its officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anywise accrue against the Commission, its officials, agents, employees and

volunteers, arising in whole or in part or in consequence of the performance of this Agreement by the Consultant, its employees, or sub Consultants, or which may in anyway result therefore, except that arising out of the sole legal cause of the Commission, its officials, agents, employees and volunteers. The Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Commission, its officials, agents, employees and volunteers, in any such action, the Consultant, shall, at its own expense, satisfy and discharge the same.

8. **INSURANCE.** The Consultant shall maintain commercial general liability coverage against death, bodily injury and property damage in an amount of at least \$1,000,000 combined single limit, per occurrence, \$2,000,000 aggregate, and shall include the Commission, its officers, agents and employees as additional insured. The Consultant shall also maintain workers compensation insurance in the amount required by law.

9. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Equal Employment Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/2-105) and the rules and regulations of the Illinois Department of Human Rights.

10. **FREEDOM OF INFORMATION ACT.** The Commission is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Commission to provide, if requested to do so by any person, copies of documents that may be in the Consultant's possession and related to this Agreement. As a condition of this Agreement, the Consultant agrees to and shall provide to the Commission, copies of any and all such documents when directed to do so by the Commission. All such documents shall be delivered to the Commission NO LATER THAN five (5) working days after the date of the Commission's direction to provide such documents. Failure of the Consultant to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Commission to the Consultant which shall be paid immediately by the Consultant upon demand of the same by the Commission.

11. **LITIGATION.** This Agreement shall be enforceable in a court of competent jurisdiction by either of the parties hereto by any appropriate action at law or in equity. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

12. **ENTIRE AGREEMENT.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

13. **AMENDMENT.** Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

14. **SEVERABILITY.** If any article, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

15. GOVERNING LAW. This Agreement and the rights of the parties hereto shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Its \_\_\_\_\_

(Seal)

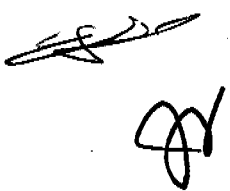

Attest:

By: \_\_\_\_\_  
Clerk

REACH HR CONSULTING

By: \_\_\_\_\_  
Its \_\_\_\_\_

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Pipeline
<b>ITEM</b> A Resolution Approving a 2 year contract time extension of Contract QR-10/13 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. at the May 21, 2015, DuPage Water Commission Meeting  Resolution No. R-12-15	<b>APPROVAL</b>    
<p>Account #01-60-6631</p> <p>The Commission entered into certain agreements beginning July 1, 2013 with John Neri Construction Co. Inc. and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders (Contract QR-10/13). These agreements are scheduled to end on June 30, 2015.</p> <p>Staff has been pleased with the work of both its QR-10/13 contractors and believes that it would be in the Commission's best interest to exercise its option with respect to extending the contract term limits for a period of a 2 years commencing on July 1, 2015, and ending on June 30, 2017 to both John Neri Construction Co. Inc. and Rossi Contractors, Inc.</p> <p>There is no cost associated with this request and all other terms and conditions of Contract QR-10/13 shall remain unchanged during this time.</p> <p>Both contractors have agreed to this proposal and their acceptance can be found in the signed agreements under Exhibit 1 to this Resolution.</p>	
<b>MOTION:</b> To adopt Resolution No. R-12-15.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-12-15

A RESOLUTION EXTENDING THE TERM OF A QUICK RESPONSE  
CONTRACT (QR-10/13)

WHEREAS, pursuant to Resolution No. R-18-13, the DuPage Water Commission (the "Commission") awarded Quick Response Contract QR-10/13 (the "Contract") to John Neri Construction Co. Inc. ("Neri") and Rossi Contractors, Inc. ("Rossi"), the Commission having reserved the right to award a contract to one or more bidders; and

WHEREAS, the initial term of the Contract expires on June 30, 2015; and

WHEREAS, the Commission has determined that it is in the best interests of the Commission to extend the Contract with Neri and with Rossi through June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The extension of the Contract through June 30, 2017 shall be and hereby is approved, such extension to be substantially in the form attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

Resolution No. R-12-15

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/2015/R-12-15.docx

Exhibit 1





**DuPage Water Commission**  
600 E. Butterfield Road, Elmhurst, IL 60126-4642  
Voice: (630)834-0100 Fax: (630)834-0120

May1, 2015

Mr. Nicholas Neri  
John Neri Construction Co. Inc.  
770 Factory Road  
Addison, IL 60101

Subject: Contract QR-10/13

Dear Mr. Neri,

The DuPage Water Commission "Commission" entered into an agreement with John Neri Construction Co. Inc. on July 1, 2013 for quick response construction work related to the Commission's Waterworks System as needed through the issuance of Work Authorization Orders through June 30, 2015. (Contract QR-10/13)

The Commission has been satisfied with the work of John Neri Construction Co. Inc. and therefore wishes to extend the contract term limits for a period of 2 years commencing on July 1, 2015, and ending on June 30, 2017. It is understood that all other terms and conditions of Contract QR-10/13 shall remain unchanged during this time.

Should John Neri Construction Co. Inc. agree to this contract time extension as presented here, please sign, date and return the attached document to the Commission.

Sincerely,

Ed Kazmierczak

cc: File



**DuPage Water Commission**  
600 E. Butterfield Road, Elmhurst, IL 60126-4642  
Voice: (630)834-0100 Fax: (630)834-0120

The DuPage Water Commission and John Neri Construction Co. Inc. do hereby agree to extend the Contract term limit of Contract QR-10/13 for a period of 2 years commencing on July 1, 2015 and ending on June 30, 2017.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGED:**

By: *Nicholas Neri*  
Signature of Authorized  
Representative

DATE: 5/12/15



**DuPage Water Commission**  
600 E. Butterfield Road, Elmhurst, IL 60126-4642  
Voice: (630)834-0100 Fax: (630)834-0120

May 1, 2015

Mr. Robert Rossi  
Rossi Contractors Inc.  
201 W. Lake Street  
Northlake, IL 60164

Subject: Contract QR-10/13

Dear Mr. Rossi,

The DuPage Water Commission "Commission" entered into an agreement with Rossi Contractors Inc. on July 1, 2013 for quick response construction work related to the Commission's Waterworks System as needed through the issuance of Work Authorization Orders through June 30, 2015. (Contract QR-10/13)

The Commission has been satisfied with the work of Rossi Contractors Inc. and therefore wishes to extend the contract term limits for a period of 2 years commencing on July 1, 2015, and ending on June 30, 2017. It is understood that all other terms and conditions of Contract QR-10/13 shall remain unchanged during this time.

Should Rossi Contractors Inc. agree to this contract time extension as presented here, please sign, date and return the attached document to the Commission.

Sincerely,

Ed Kazmierczak

cc: File



**DuPage Water Commission**  
600 E. Butterfield Road, Elmhurst, IL 60126-4642  
Voice: (630)834-0100 Fax: (630)834-0120

The DuPage Water Commission and Rossi Contractors Inc. do hereby agree to extend the Contract term limit of Contract QR-10/13 for a period of 2 years commencing on July 1, 2015 and ending on June 30, 2017.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGED:**

By: *[Handwritten Signature]*  
Signature of Authorized  
Representative

DATE: 5/12/15

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation / Remote Facilities									
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the May 21, 2015, DuPage Water Commission Meeting</p> <p>Resolution No. R-13-15</p>	<p><b>APPROVAL</b></p> <p style="text-align: center;"><i>QR</i>      <i>full</i></p> <p><i>CRP</i></p>										
<p>Account Number: 01-60-6623</p> <p>The Commission entered into certain agreements dated July 1, 2013 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-13-15 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p><b>Work Authorization Order No. 007:</b> This Work Authorization is to Rossi Contractors, Inc. to replace a 10" plug valve in the meter shop test bench. The existing valve is very hard to operate and is more than 23 years old. The Commission pre-purchased the replacement valve for the contractor to install. Quotes were received from both the QR contractors, see table below.</p> <table border="1" data-bbox="302 1188 1349 1299"> <thead> <tr> <th>QR Contractor</th> <th>Description</th> <th>Estimate</th> </tr> </thead> <tbody> <tr> <td>Rossi</td> <td>Replace 10" valve in Meter Shop</td> <td>\$5,000.00</td> </tr> <tr> <td>Neri</td> <td>Replace 10" valve in Meter Shop</td> <td>\$13,800.00</td> </tr> </tbody> </table> <p>The total cost for this work is estimated to not exceed \$5,500.00.</p>				QR Contractor	Description	Estimate	Rossi	Replace 10" valve in Meter Shop	\$5,000.00	Neri	Replace 10" valve in Meter Shop	\$13,800.00
QR Contractor	Description	Estimate										
Rossi	Replace 10" valve in Meter Shop	\$5,000.00										
Neri	Replace 10" valve in Meter Shop	\$13,800.00										
<p><b>MOTION:</b> To adopt Resolution No. R-13-15.</p>												

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-13-15

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE  
MAY 21, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**WORK AUTHORIZATION ORDER**

SHEET 1 OF 2

**CONTRACT QR-10/13: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.:** QR-10.007

**LOCATION:**

Commission Meter Shop at 600 E. Butterfield Rd, Elmhurst

**CONTRACTOR:**

Rossi Contractors Inc.

**DESCRIPTION OF WORK:**

Replace 10" DeZurik plug valve in meter shop test bench.

**REASON FOR WORK:**

Existing valve is very hard to operate and is over 23 years old. It is about 12' off the floor very close to ceiling.

**MINIMUM RESPONSE TIME:**

N/A

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT  
AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

New DeZurik 10" plug valve, flange gaskets, reuse existing bolts/nuts

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY WORK



**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**  
N/A

**SUBMITTALS REQUESTED:** N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:** N/A

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

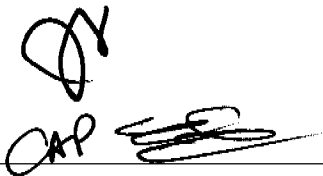
DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By: \_\_\_\_\_ Safety Rep: \_\_\_\_\_  
Signature of Authorized Name and 24-Hr Phone No.  
Representative

DATE: \_\_\_\_\_

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline				
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the May 21, 2015, DuPage Water Commission Meeting</p> <p>Resolution No. R-14-15</p>	<p><b>APPROVAL</b></p> 					
<p>Account Number: 01-60-6631</p>							
<p>The Commission entered into certain agreements dated July 1, 2013 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-14-15 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>							
<p><b>Work Authorization Order No. 008 to Rossi Contractors Inc.</b> This work was authorized and initiated prior to board approval and was necessary to begin repair work on a failed 24" diameter prestressed concrete cylinder pipe (PCCP) located on Green Trails Drive approximately 400ft. east of Naper Boulevard in the Village of Lisle.</p>							
<p>The extent of the repair work is unknown at this time and could range in size and scope from a relatively minor welded joint repair, up to pipe removal and replacement.</p>							
<p>For cost comparison sakes, staff requested repair estimates based on the assumption that the leak is limited to one pipe joint, and that the repair can be made by way of a welded joint repair. The results of those cost comparison estimates are listed in the table below:</p>							
<table border="1"> <tr> <td data-bbox="183 1360 836 1413">Rossi Contractors Inc.</td> <td data-bbox="836 1360 1490 1413">\$56,300.00</td> </tr> <tr> <td data-bbox="183 1413 836 1465">John Neri Construction Co Inc.</td> <td data-bbox="836 1413 1490 1465">\$62,425.00</td> </tr> </table>				Rossi Contractors Inc.	\$56,300.00	John Neri Construction Co Inc.	\$62,425.00
Rossi Contractors Inc.	\$56,300.00						
John Neri Construction Co Inc.	\$62,425.00						
<p>Approval of Resolution R-14-15 would ratify Work Authorization Order Number 008 for the work necessary to repair the source of a leak on the Commission's 24" diameter PCCP located on Green Trails Drive approximately 400ft. east of Naper Boulevard in the Village of Lisle.</p>							
<p><b>This estimated cost is based on the assumption of a repair limited to welding one pipe joint. The actual cost for this repair work may vary significantly and will be determined by the type of repair necessary once the size and extent of the failure can be visually confirmed.</b></p>							
<p><b>MOTION:</b> To adopt Resolution No. R-14-15.</p>							

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-14-15

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE  
MAY 21, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

**WORK AUTHORIZATION ORDER NO.:** QR-10.008

**LOCATION:**

Green Trails Drive approximately 400ft east of Naper Boulevard in the Village of Lisle.

**CONTRACTOR:**

Rossi Contractors, Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls, excavate and expose Commission facilities, locate and identify the area(s) of pipe in need of repair, dewater the main, repair the failed pipe areas(s) by means of welded joint(s), repair band(s), pipe replacement, or by other methods as may be necessary or as directed by the Commission. Install pipe restraints and corrosion control devices as necessary, dispose of unsuitable materials, backfill the excavation with excavated and/or virgin material, restore the area to its existing condition, pipeline disinfection and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To locate and repair the source of a water leak on a 24" diameter PCCP main.

**MINIMUM RESPONSE TIME:**

N/A

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT  
AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER  
 IS  IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:


N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

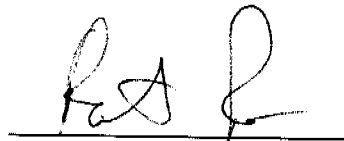
By:

  
Signature of Authorized  
Representative

DATE: 5-7-15

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY  
REPRESENTATIVE:

By:

  
Signature of Authorized  
Representative

Safety Rep:


\_\_\_\_\_  
Name and 24-Hr Phone No.

DATE:

5-1-15

DATE: May 14, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services  Resolution No. R-15-15	<b>APPROVAL</b>	
Account Numbers: 01-60-7707.01 - \$185,398.90			
<p>On September 5, 2012, the Commission solicited qualification based proposals from qualified engineering firms specializing in the evaluation and design of steel water storage facilities. This was achieved by direct invitation, advertisement in the Daily Herald, posting the notice on the Commission's website as well as at several plan houses. On September 19, 2012, the Commission received six (6) sealed statements of interest and qualifications including Tank Industry Consultants, Inc. and Dixon Engineering, Inc. Commission staff reviewed the proposals and determined that Tank Industry Consultants, Inc. was qualified to perform the engineering services for the Project and was the most favorable firm taking into account its approach to the Project and previous experience among other things.</p> <p>R-8-15 terminated the remaining services of the Tank Industry Consultants, Inc. and authorized the General Manager to enter into an agreement with Dixon Engineering, Inc. to perform the remaining necessary at Standpipes No. 2 and No. 4 West at a cost not-to-exceed \$114,195.00 in 2015 and 2016.</p> <p>R-15-15 would authorize the General Manager to enter into an agreement with Dixon Engineering to provide design services, project administration services, resident inspection services and warranty inspection services for Standpipes Nos. 1, 3 and 4E at an estimated cost of \$185,398.90 from 2015 to 2018 as determined by the Commission's Five-Year Capital Improvement Program.</p>			
<b>MOTION:</b> To adopt Resolution No. R-15-15.			



## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-15-15

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE  
DUPAGE WATER COMMISSION AND DIXON ENGINEERING, INC. FOR  
PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the Commission solicited proposals from qualified engineering firms regarding the evaluation of the condition of the Commission's five steel standpipes, including the paint coating system and any recommended corrective and preventative maintenance and related services (the "Project"); and

WHEREAS, the Commission received sealed statements of interest and qualifications from qualified engineering firms specializing and having experience in the evaluation and design of steel water storage facilities on September 19, 2012; and

WHEREAS, the Commission entered in to an agreement (the "Agreement") with Tank Industry Consultants, Inc. ("TIC") with respect to the Project; and

WHEREAS, pursuant to R-8-15 the Commission had determined that it was in its best interest to terminate the TIC Agreement; and

WHEREAS, pursuant to R-8-15, the Commission entered in to an alternate agreement (the "Agreement") with Dixon Engineering, Inc. ("Dixon") with respect to the Project; and

WHEREAS, the Commission has negotiated an agreement with Dixon Engineering, Inc. to provide design services, project administration services, resident inspection services and warranty inspection services for the remaining Standpipes Nos. 1, 3 and 4 East.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

Resolution R-15-15

SECTION TWO: The General Manager shall be and hereby is authorized and directed to execute agreements regarding design services, project administration services, resident inspection services and warranty inspection services for Standpipes Nos. 1, 3 and 4 East with Dixon Engineering, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the agreements between the DuPage Water Commission and Dixon Engineering, Inc., and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

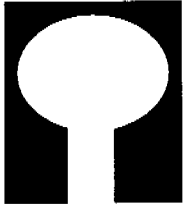
ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1



**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

EXHIBIT 1

5307 S. 92<sup>nd</sup> Street  
Suite 125  
Hales Corners, WI 53130  
Telephone: (630) 220-1410

**Proposal/Contract Agreement  
for Steel Reservoir**

*7,500,000 Gallon Steel Standpipe, (Standpipe #1-Roselle, Illinois), #13-22-66-03  
5,000,000 Gallon Steel Standpipe (Standpipe #4E-Lisle Township, Illinois), #13-22-66-04  
7,500,000 Gallon Steel Standpipe (Standpipe #3-Naperville, Illinois), #13-22-66-05*

The Agreement is between Dixon Engineering, Inc. (DIXON) and the DuPage Water Commission, Elmhurst, Illinois (Owner) to contract with DIXON for technical services for the 7,500,000 Gallon Steel Standpipe (Roselle), 5,000,000 Gallon Steel Standpipe (Lisle), 7,500,000 Gallon Steel Standpipe (Naperville) (Project). This Agreement inclusive together with any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of One Hundred Eighty-Five thousand, three Hundred Ninety-Eight and ninety cents. (\$185,398.90). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Preparation of Technical Specifications and Contract Documents, Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and One-Year Warranty Inspection (ROV) per Schedule A

3.01 SIGNATURES

<u>Brad Schotanus, Project Manager</u>	<u>May 5, 2015</u>	
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE	
<hr/>		
CONTRACT APPROVED by OWNER	POSITION	DATE
<hr/>		
CO SIGNATURE (if required)	POSITION	DATE
<hr/>		
CONTRACT APPROVED by DIXON OFFICER	POSITION	EFFECTIVE CONTRACT DATE

**Members: Society of Protective Coatings • American Water Works Association  
Consulting Engineers Council**

## EXHIBIT 1

### SCHEDULE A

*7,500,000 Gallon Steel Standpipe, (Standpipe #1-Roselle, Illinois), #13-22-66-03*  
*5,000,000 Gallon Steel Standpipe (Standpipe #4E-Lisle Township, Illinois), #13-22-66-04*  
*7,500,000 Gallon Steel Standpipe (Standpipe #3-Naperville, Illinois), #13-22-66-05*  
*Elmhurst, Illinois*

#### **I. Technical Specifications & Contract Documents**

##### **1. Owner agrees:**

1. Owner will provide Owners standard bidding and contract documents for the Project. Owner will not unreasonably withhold requests to alter the documents.
2. Publish and pay for all local advertising costs per Owner's requirements.
3. Provide a place for the bid opening.
4. Open the bids received.
5. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
6. Sign and forward to the Contractor the notice to award, contract documents, and notice to proceed.

##### **1. DIXON agrees:**

1. Preparation of Technical Specifications
  - a. Prepare Technical Specifications and Contract Documents for project to include, but not limited to, the following:
    - 1) Information for Bidders
    - 2) Detailed Technical Specifications and Drawings. Dixon will not unreasonably withhold requests to alter documents.
  - b. Address all questions, written or verbal response, concerning the project that are submitted to DIXON. (Dixon will not be held to any non-written statement.)
  - c. Direct mail advertisements to Contractors who have been prior approved as capable and conscientious by DIXON.
  - d. Send specifications to selected, appropriate plan rooms such as Builders Exchanges and Dodge Reports.
  - e. Review the bids submitted to the Owner and recommend award based on lowest responsible and responsive bidder.
  - f. Coordinate with Owner the Contract Documents for execution.

## EXHIBIT 1

### II. Project Administration:

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. Review all requests for change orders and make recommendations to the Owner.

### III. Pre-construction Meeting:

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
  - a. emergency response plan,
  - b. responsibilities to the Owner,
  - c. responsibilities to her/his workers,
  - d. responsibilities to the public
  - e. inspection start time
  - f. inspection schedule
  - g. liquidated damages
  - h. Contractor's site specific Lead, Health, and Safety Plan
  - i. Who Contractor's designated OSHA competent person for lead, health and safety plan for notification and protection of the public
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

### IV. Progress Meeting:

1. Attend progress status meeting(s).

### V. Critical Phase Inspections:

#### A. Weld Inspection:

1. One (1) visit(s) to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

### VI. Inspection Services:

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.

## EXHIBIT 1

5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

### **VII. One Year Warranty Inspection – ROV:**

#### **A. Scope of Services Performed by Owner (ROV):**

1. Fill the tank to overflow or higher capacity, and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
2. Perform free chlorine residual and bacteriological testing after completion of inspection.

#### **B. Scope of Services Performed by DIXON:**

1. Inspect the tank's interior coating for compliance with warranty requirements of prior interior painting contract.
2. Review all interior surfaces for corrosion and/or damage, and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area and compared with warranty requirements.
3. Inspect the exterior coating.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review exterior of the exposed foundations.
6. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
7. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The engineering report will be letter format.

EXHIBIT 1

SCHEDULE B

5,000,000 Gallon Steel Standpipe, (Standpipe #4E-Lisle Township, Illinois), #13-22-66-04

7,500,000 Gallon Steel Standpipe, (Standpipe #3-Naperville, Illinois), #13-22-66-05

7,500,000 Gallon Steel Standpipe, (Standpipe #2-Roselle, Illinois), #13-22-66-06

	ROSELLE 7.5 MG 13-22-60-03	LISLE TWP. 5.0 MG 13-22-66-04	NAPERVILLE 7.5 MG 12-22-66-05
1	Payment for Scope of Services, Schedule A - <u>Technical Specifications</u> is the lump sum fee of:		
	\$4,000.00	\$4,000.00	\$4,000.00
2	Compensation for Schedule A - <u>Project Administration</u> , shall be the time and material fee of (Payment due as project progresses):		
	\$3,000.00	\$3,000.00	\$3,000.00
3	Compensation for participation at the <u>Pre-Construction Meeting</u> shall be the lump sum fee of (and will include preparation and travel time):		
	\$500.00	\$500.00	\$500.00
4	Compensation for participation at a <u>Progress Meeting</u> is (based on a per meeting fee with one meeting recommended):		
	\$500.00	\$500.00	\$500.00
5	Compensation for <u>Weld Inspection</u> , Schedule A - Critical Phase Inspection is (based on a per visit fee with one visit recommended):		
	\$600.00	\$600.00	\$600.00
6	DIXON will provide <u>Daily Inspection Services</u> as outlined in Schedule A - Inspection Services. Compensation for these services is estimated using an average of eight (8) hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the "ESTIMATED" remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.		
	\$51,649.20	\$47,435.50	\$51,649.20
7	Compensation for inspection, travel time, and preparation of report as outlined in Schedule A - One Year Warranty Inspection Scope of Services Performed by DIXON is a fixed fee of:		
	\$2,955.00	\$2,955.00	\$2,955.00
<b>Estimated Total Fees:</b>			
	<b>\$63,204.20</b>	<b>\$58,990.50</b>	<b>\$63,204.20</b>
Estimated Project Length (Base to Determine Daily Inspection Services)			
	72 Days	70 Days	72 Days

Note: Cost Estimates Based Upon Dixon Engineering 2015 Schedule C – Engineering Services Fees.



EXHIBIT 1

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$125.00	
Registered Professional Engineer.....	\$125.00	
Certified NACE Inspector.....	\$100.00	
Assistant Project Manager.....	\$100.00	
Staff Engineer – Level III.....	\$75.00 to \$85.00	
Staff Engineer – Level II.....	\$70.00 to \$80.00	
Staff Engineer – Level I.....	\$65.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$100.00 to \$110.00	
Inspector – Level III.....	\$70.00 to \$80.00	
Inspector – Level II.....	\$65.00 to \$75.00	
Inspector – Level I.....	\$60.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$50.00 & expenses	
Bookkeeping Services.....	\$45.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non–Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$145 per diem	\$125 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O’Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JANUARY 1<sup>ST</sup> OF EACH YEAR  
A new fee schedule will be sent to the owner 30 days prior to the effective date.

Revised 07/13

## EXHIBIT 1

### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven (7) days written notice:
      - 1) If Owner fails to pay invoices within sixty (60) days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,
    - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

## EXHIBIT 1

### 7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

### 8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

### 8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

### 8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

## EXHIBIT 1

### 8.04 Safety

A. Engineer's Responsibility. The Engineer shall be solely and completely responsible for providing and maintaining safe conditions for their employees at the Work site or sites. The Engineer shall take all safety precautions as shall be necessary to comply with all applicable law. The Engineer shall provide, by its own designation, only "Qualified Workers" to perform the Work and shall provide its own Personal Protective Equipment (PPE) for such Work including, but not limited to: clothing, gloves, eyewear/safety glasses, head/face shields, body harnesses, lanyards and personnel fall protection systems, footwear, hard hats, and hearing protection, as appropriate for the potential hazards to be encountered as determined by the Engineer. The Engineer must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of the Owner's facilities and appurtenances.

B. No Duty. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of the Engineer's safety measures in, on, or near the Work site or sites. The Owner shall not provide design or construction review relating to the Engineer's safety precautions required for the Engineer to perform the Work.

C. No Liability. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the safety of Engineer's employees or property, during the performance of the Work.

D. Safety Representative. The Engineer shall employ or hire a competent safety representative or Sub-consultant, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise, and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. The Engineer shall advise the Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions.

E. Notification of Potentially Hazardous Conditions. The Engineer is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. The Engineer should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and

## EXHIBIT 1

education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains the Engineer's sole responsibility under the Contract. The Engineer is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

The Engineer is being notified of these potentially hazardous conditions so that the Engineer may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to the Contract and the Engineer's legal obligations. The Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Work but, rather, such notice shall be construed to be, and interpreted as, exemplary only. The Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving the Engineer's sole and complete responsibility for their employee's safety at the Work site or sites or for providing and maintaining safe conditions at the Work site or sites, including the safety of all persons and property during performance of the Work. This notification of potentially hazardous conditions is provided solely to assist the Engineer in the performance of these duties, in the interest of maximum safety.

F. Confined Spaces. Even though the Engineer is required to independently assess the potentially hazardous conditions at the Work site or sites and take the necessary precautions to ensure a safe workplace pursuant to the Rider and the Engineer's legal obligations, when the Engineer is advised that the Owner has designated a particular Work site or sites as a permit-required confined space because the space has limited means of egress and other hazardous conditions exist and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services, entry into such permit-required confined space shall be only through compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. In such case, the Owner will inform the Engineer of the precautions and procedures that the Owner has implemented for the protection of the Owner's employees in or near the Work site or sites where the Engineer's personnel will be working. The Engineer shall inform the Owner of the precautions and procedures that the Engineer has implemented for the protection of the Engineer's employees in or near the Work site or sites, including the confined space permit entry program that the Engineer will follow and of any hazards confronted or created while working in the Owner's designated permit-required confined spaces. When both Engineer and Owner personnel will be working simultaneously in or near Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

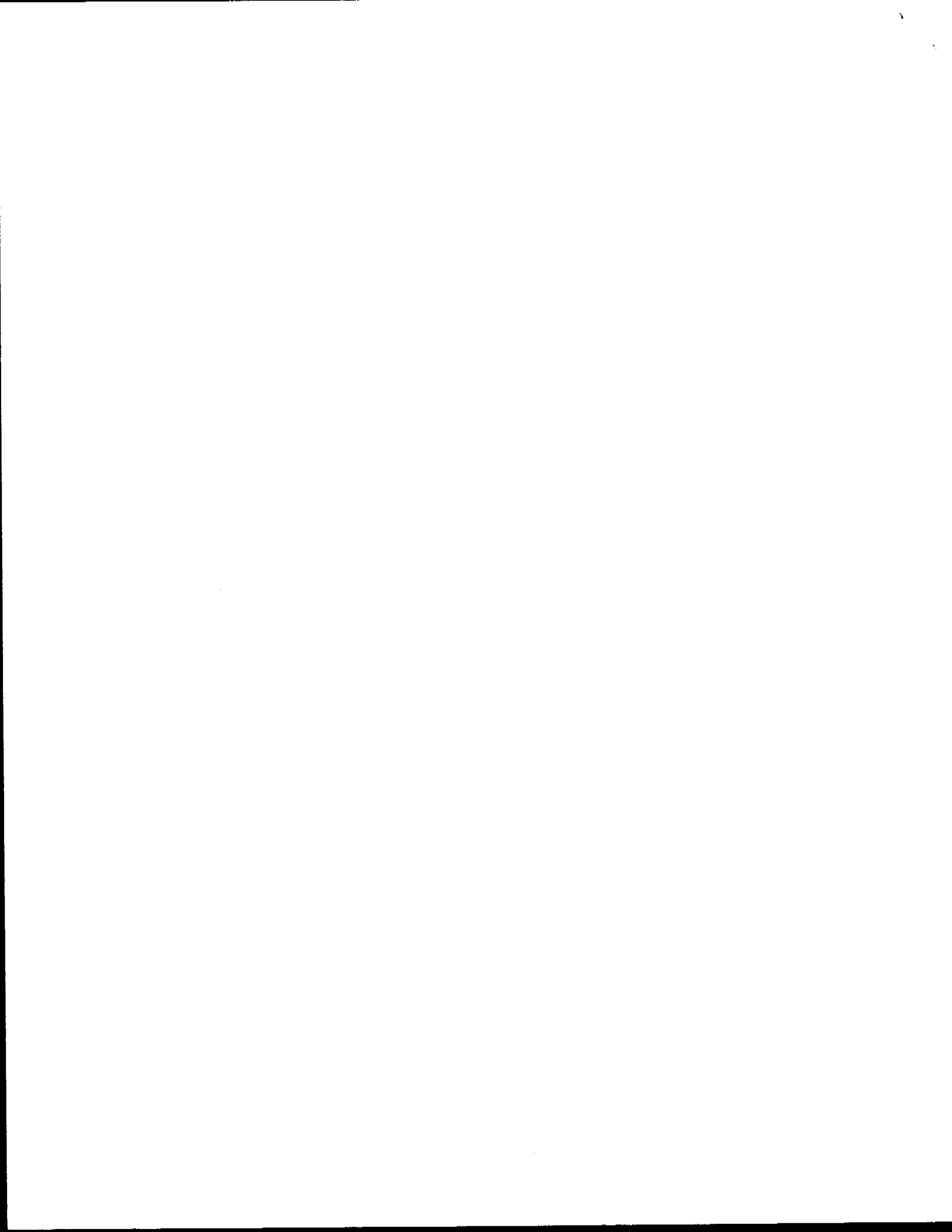
## EXHIBIT 1

G. Hazardous Chemicals. The Engineer shall not use or store hazardous chemicals in such a way that the Owner's employees may be exposed to such hazardous chemicals. Whenever hazardous chemicals are used or stored by the Engineer in such a way that employees of the Owner may be exposed to such hazardous chemicals, the Engineer shall inform the Owner of (i) the precautions and procedures that the Engineer has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Owner personnel will be working and (ii) the labeling system that the Engineer uses to label hazardous chemical containers. In addition, the Engineer shall provide the Owner with a copy of the most current MSDS for such hazardous chemicals and access to the central MSDS binder maintained by the Engineer.


Whenever hazardous chemicals are used or stored by the Owner in such a way that employees of the Engineer may be exposed to such hazardous chemicals, the Owner shall inform the Engineer of (i) the precautions and procedures that the Owner has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Engineer personnel will be working and (ii) the labeling system that the Owner uses to label hazardous chemical containers. In addition, the Owner shall provide Engineer with access to the central MSDS binder maintained by Owner.

H. Safety-Related Equipment. The Engineer shall not use, nor be entitled to use, any of the Owner's safety-related equipment, including without limitation: The Owner's fall-protection, fall-restraint, or fall-arrest equipment; the Owner's ladders or other materials handling equipment; the Owner's confined space entry equipment, including gas monitors, ventilation equipment, or personnel retrieval systems; or the Owner's ventilators, fire extinguishers, or personnel rescue systems.

I. Accident Records. The Engineer shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, or damage to any property whether or not that of the Owner and shall promptly report any of the same to the Owner.



# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	Authorization for Roof Replacement at the DuPage Water Commission facility by Malcor Roofing of Illinois.	<b>APPROVAL</b>	

Account Number: 01-60-7216

As identified in the Commission's Five Year Capital Improvement Plan, the roofs on the Main Pump Station and the Chlorine Building at the DuPage Water Commission facility have outlived their useful lives and are in need of replacement. This project will also reduce ongoing maintenance costs and eliminate damage caused by various roof leaks.

The Commission utilized the services of U.S. Communities Government Purchasing Alliance to solicit sealed proposals for the replacement of the roof, and the bids were publicly opened and read aloud on May 11, 2015 at 1:00 pm. Of the 5 proposals received, the proposal of Malcor Roofing of Illinois was the most favorable to the interests of the Commission.

The following are the bid results for the Roof Replacement.

<b>Bidder</b>	<b>Price</b>
Malcor Roofing of Illinois	\$715,700
A-1 Roofing Company	\$815,600
Waukegan Roofing Co. Inc.	\$915,000
Anderson & Shah Roofing Inc.	\$942,000
American Roofing & Repair Co.	\$949,700

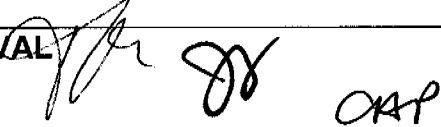
This expense was budgeted and approved in the FY 2014/2015, 2015/2016 Capital Improvement Budgets at an estimated cost of \$1 million.

**MOTION:** To authorize a contract for the Roof Replacement at the DuPage Water Commission facility by Malcor Roofing of Illinois for a cost of \$715,700.00.



May 4, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	Contract Agreement for Electrical Supply Consulting	<b>APPROVAL</b> 	
<p><b>Account Number: 01-60-6280</b></p> <p>The Commission has utilized the services of SPI Consulting; a recognized industry expert in the areas of bid preparation, price solicitation, and contract negotiations. While utilizing SPI consulting services, the Commission has realized substantial saving for energy supply on each of the contracts that SPI has been involved with (approx. 25%). The Commission also expects to see an additional saving this coming year due to the continuing Demand Response program.</p> <p>The attached Agreement between DuPage Water Commission and SPI Energy Group (SPI) would allow for the continued utilization of consulting services at a rate of \$260.00 per hour on an as needed basis. (see attached agreement)</p>			
<b>MOTION:</b> To Approve Continuation of Existing Agreement for Electrical Supply Consulting			

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between SPI Energy Group (SPI) (the "Consultant") and the Du Page Water Commission (the "Commission") as of June 1, 2015.

WHEREAS, the Commission wishes to obtain the benefits of Consultant's experience and know-how in connection with the purchase and management of the Commission's electrical power supply; and

WHEREAS, the Commission wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of electrical power supply to the Commission on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Commission and Consultant agree as follows:

1. Consulting Services.

- a. The Commission hereby engages Consultant as a consultant to the Commission, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall:
  - i. provide support for purchase of electrical power supply
  - ii. assist in electrical power supply contract negotiations
  - iii. provide compliance support
  - iv. perform such other additional services as may be assigned to Consultant from time to time by the Commission
- b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the General Manger of the Commission and/or the General Managers designated representative, who shall be responsible for monitoring Consultant's work under this Agreement.
- c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

- i. negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Commission, or otherwise bind the Commission, in any manner whatsoever;
  - ii. engage in any conduct, or cause the Commission to engage in any conduct, which would result in the Commission's breach or violation of any agreement, law, ordinance, or regulation;
  - iii. sign any checks on behalf of or authorize any payments by the Commission in any manner whatsoever
2. Term. The term of Consultant's retention and engagement under this Agreement shall begin on June 1, 2015 and shall end on May 31, 2017.
3. Compensation. In consideration of all services to be performed by Consultant under this Agreement, the Commission agrees to pay Consultant an hourly rate of (\$260.00). The hourly rate is subject to review annually on the anniversary date of this agreement.
4. Payment of Taxes. Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Commission will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
5. Expenses. Without the prior written content of the Commission, Consultant shall be responsible for all out-of-pocket expenses including travel time that the Consultant incurs in performance of its duties under this Agreement. The Commission reserves the right to review all expenses incurred by the Consultant on the Commission's behalf. If the Commission elects to review the expenses incurred by Consultant, Consultant shall provide the Commission with a detailed expense report within ten (10) days after request by the Commission for the same.
6. Termination of Agreement. Either Party may elect to terminate this Agreement upon 30 days written notice.
7. Independent Contractor. It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Commission, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture

of the Commission and the Commission shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Commission may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.

8. Non-Disclosure. Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Commission. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of the Commission:
  - i. disclose, directly or indirectly, any confidential information to anyone outside the employ of the Commission, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
  - ii. use, directly or indirectly, any confidential information for the benefit of anyone other than the Commission
  
9. Indemnification. The Commission shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by the Commission. Additionally, Consultant shall indemnify the Commission from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
  
10. Assignability. Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.
  
11. Miscellaneous.
  - a. This Agreement constitutes the entire agreement of Consultant and the Commission with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises and agreements set forth in the Agreement shall be binding, and apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns
  - b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.

- c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
- d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

**CONSULTANT:**

SPI Energy Group

By:

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Name:

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Title:

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**COMMISSION:**

By:

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Name:

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Title:

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## Attachment A

### SPI Energy Group

#### Assignments to be completed within FY2015-2016

1. Perform power supply Request for Proposal process for 2016 through 2018
2. Help facilitate the Converge Demand Response Program including resolution of situations that occur
3. Monitor electric power supply market
4. Notify the Commission if pricing incentives become available during the term of agreement

1.



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: May 12, 2015

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the May 21, 2015 Commission meeting:

April 8, 2015 to May 11, 2015 A/P Report	\$7,906,833.94
Accrued and estimated payments required before June Commission meeting	<u>1,086,325.00</u>
Total	<u>\$8,993,158.94</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 6-18-15  
Board Meeting Date: May 21, 2015**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
45,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
9,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,600.00	AT & T - Scada Backhaul Network			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
100.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
525.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
4,000.00	Baker Tilly			
3,000.00	Gorski & Good			
1,500.00	Rory Group			
1,700.00	Douglas Ellsworth - Treasurer			
200.00	Edward Coughlin - Security			
250.00	Storino Ramello & Durkin			
6,000.00	John J. Millner & Assoc			
2,100.00	Nugent Consulting			
250.00	Aramark - Office Supplies			
1,000.00	AT American Trainco - Boiler Seminar			
6,100.00	Beary Landscape - April Lawn Maintenance			
3,000.00	Bedrock Earthscapes - Service Visit			
600.00	Communication Supply - Meter Station Supplies			
500.00	Direction Training Center - Training			



**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 6-18-15  
Board Meeting Date: May 21, 2015**

1,500.00	E.H. Wachs - Valve Key
1,700.00	Farwest Corrosion Control - Pipeline Supplies
700.00	Fluke Electronics - Repair Fluke
500.00	Ground Pro - Landscape Maintenance
400.00	Hach - Monthly Chemicals
300.00	Hach - Annual Calibration
2,100.00	Hill Mechanical - Curb Extension
200.00	Honda House - Vehicle Maintenance
500.00	Hoover Fence - Lower Guide Roller
20,000.00	HSQ Technology - Develop Software Interface
1,100.00	IEPA - Water Supply Testing Program
100.00	Illinois Section AWWA - Pipeline Training
1,200.00	J.J. Keller - OSHA Compliance
400.00	Lightsaber Promotions - Supplies
9,000.00	McWilliams - Panel Upgrades
4,000.00	National Safety Council - Expo 2015
150.00	Newark - Meter Station Supplies
700.00	NFPA - Handbooks
1,900.00	Palatine Oil - Gasoline
100.00	PCS Industries - Maintenance Supplies
500.00	Primus - Meter Station Supplies
1,000.00	Red Wing Shoe Store - Safety Boots
300.00	Regional Truck - Vehicle Parts
1,500.00	Schneider Electric - Computers
26,000.00	Schneider Electric - Programming and Service
1,000.00	Specialty Mat - Cleaning Service
100,000.00	Era-Valdivia Contractors - Standpipe Rehab
3,500.00	Divane - QRE-6.019
1,500.00	McWilliams - QRE-6.017
230,000.00	John Neri Construction
42,000.00	Rossi Contractors

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1,086,325.00



Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
<b>Payable Account:</b> 01-211000 - ACCOUNTS PAYABLE					
<b>Vendor:</b> <u>1663</u> 37526901	<b>AECOM</b> CONDITION ASSESSMENT	04/30/2015	11,819.58	<b>Payable Count: (1)</b>	<b>11,819.58</b> 11,819.58
<b>Vendor:</b> <u>2048</u> <u>106995</u> <u>107335</u>	<b>AMERICAN TRAINCO, LLC</b> BOILER SEMINAR: CARDENAS BOILER SEMINAR: ARREDONDO	04/21/2015 04/30/2015	990.00 990.00	<b>Payable Count: (2)</b>	<b>1,980.00</b> 990.00 990.00
<b>Vendor:</b> <u>2065</u> <u>1854</u>	<b>AQUA PRO CLEANING SOLUTIONS</b> GRAFFITI REMOVAL SERVICES	04/23/2015	375.00	<b>Payable Count: (1)</b>	<b>375.00</b> 375.00
<b>Vendor:</b> <u>1393</u> INV0000201	<b>AT&amp;T LONG DISTANCE</b> LONG DISTANCE SVC: 3/25-4/24/15	04/30/2015	65.83	<b>Payable Count: (1)</b>	<b>65.83</b> 65.83
<b>Vendor:</b> <u>1802</u> BT832465	<b>BAKER TILLY VIRCHOW KRAUSE, LLP</b> PROFESSIONAL SERVICES : 3/18-4/21/15	04/30/2015	3,069.00	<b>Payable Count: (1)</b>	<b>3,069.00</b> 3,069.00
<b>Vendor:</b> <u>1980</u> <u>32172B</u>	<b>BEARY LANDSCAPE MANAGEMENT</b> REMOVE STORM DAMAGE TREE	04/28/2015	360.00	<b>Payable Count: (1)</b>	<b>360.00</b> 360.00
<b>Vendor:</b> <u>1692</u> <u>22672</u> <u>24624</u>	<b>BRIDGEPOINT TECHNOLOGIES</b> CONSULTING SERVICES FY 16 HOSTING FOR WEBSITE FILE SHARE	04/14/2015 05/07/2015	625.00 900.00	<b>Payable Count: (2)</b>	<b>1,525.00</b> 625.00 900.00
<b>Vendor:</b> <u>1544</u> INV0000183	<b>CAREERTRACK</b> TRAINING COURSE: BUTLER	04/30/2015	149.00	<b>Payable Count: (1)</b>	<b>149.00</b> 149.00
<b>Vendor:</b> <u>1177</u> <u>6483</u>	<b>CATHODIC PROTECTION MANAGEMENT, INC.</b> PIPELINE SUPPLIES	04/28/2015	2,733.00	<b>Payable Count: (1)</b>	<b>2,733.00</b> 2,733.00
<b>Vendor:</b> <u>1091</u> <u>5002825976</u> <u>5002913404</u>	<b>CINTAS FIRST AID &amp; SAFETY</b> SAFETY SUPPLIES FIRST AID SUPPLIES	04/21/2015 04/28/2015	301.48 152.49	<b>Payable Count: (2)</b>	<b>453.97</b> 301.48 152.49
<b>Vendor:</b> <u>1134</u> INV0000160 INV0000168	<b>CITY OF CHICAGO DEPARTMENT OF WATER</b> LEX PUMP STATION LABOR: MARCH 2015 LEX PS REAIRS & MAINTENANCE	04/28/2015 04/28/2015	22,437.40 15,225.00	<b>Payable Count: (2)</b>	<b>37,662.40</b> 22,437.40 15,225.00
<b>Vendor:</b> <u>1135</u> INV0000192	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b> WATER BILLING: APRIL 2015	04/30/2015	7,800,505.20	<b>Payable Count: (1)</b>	<b>7,800,505.20</b> 7,800,505.20
<b>Vendor:</b> <u>1140</u> INV0000148	<b>CITY OF ELMHURST</b> WIRELESS RADIO: MAINT&MONITOR	04/21/2015	255.00	<b>Payable Count: (1)</b>	<b>255.00</b> 255.00
<b>Vendor:</b> <u>1821</u> <u>138011</u>	<b>COLLEY ELEVATOR COMPANY</b> TEST SMOKE DETECTORS	04/14/2015	183.00	<b>Payable Count: (1)</b>	<b>183.00</b> 183.00
<b>Vendor:</b> <u>1915</u> INV0000186	<b>DOUGLAS R. ELLSWORTH</b> SERVICE AS TREASURUER: MAY 2015	05/07/2015	1,666.67	<b>Payable Count: (1)</b>	<b>1,666.67</b> 1,666.67
<b>Vendor:</b> <u>2003</u> <u>4803</u>	<b>ECO CLEAN MAINTENANCE, INC.</b> JANITORIAL SERVICE: APRIL 2015	04/30/2015	1,406.30	<b>Payable Count: (1)</b>	<b>1,406.30</b> 1,406.30
<b>Vendor:</b> <u>1569</u> INV0000193	<b>EDWARD COUGHLIN</b> SECURITY: 319/15 & 4/16/15	04/30/2015	150.00	<b>Payable Count: (1)</b>	<b>150.00</b> 150.00
<b>Vendor:</b> <u>1097</u> <u>39428</u> <u>39427</u>	<b>ELMHURST PLAZA STANDARD INC.</b> VEHICLE REPAIRS: M153835 VEHICLE REPAIRS: M63637	04/21/2015 04/28/2015	196.34 150.44	<b>Payable Count: (2)</b>	<b>346.78</b> 196.34 150.44

**Board Open Payable Report**

As Of 05/12/2015

Payable Number	Description	Post Date	Payable Amount	Payable Count:	Net Amount
<b>Vendor: 1446</b> 0057232	<b>EN ENGINEERING, LLC</b> CRCUC REPRESENTATION & TESTING	04/30/2015	584.43	(1)	584.43
<b>Vendor: 1617</b> 22976	<b>FIRST FENCE</b> FENCE REPAIRS	04/30/2015	1,076.00	(1)	1,076.00
<b>Vendor: 1570</b> 2459918 2460059 2460060	<b>FIVE STAR SAFETY EQUIPMENT, INC.</b> CALIBRATION GAS REPLACE LEL SENSOR CALIBRATE UNIT	04/21/2015 04/21/2015 04/21/2015	200.00 160.00 50.00	(3)	410.00 200.00 160.00 50.00
<b>Vendor: 1274</b> INV0000203	<b>FRANK FRELKA</b> ADVOCO CONNECT INFOR CONFERENCE REIMBURSEMENT	05/12/2015	1,091.52	(1)	1,091.52
<b>Vendor: 1947</b> PINV957836	<b>GARVEY'S OFFICE PRODUCTS</b> OFFICE SUPPLIES	04/30/2015	9.58	(1)	9.58
<b>Vendor: 1892</b> INV0000194	<b>GORSKI &amp; GOOD, LLP</b> ATTORNEY FEES: APRIL 2015	04/30/2015	3,744.84	(1)	3,744.84
<b>Vendor: 2037</b> 794	<b>GREEN WINDOW CLEANING SERVICES</b> MONTHLY CLEANING: APRIL 11, 2015	04/21/2015	453.50	(1)	453.50
<b>Vendor: 1068</b> 9327052 9341362	<b>HACH COMPANY</b> MONTHLY CHEMICALS MONTHLY CHEMICALS	04/21/2015 04/28/2015	388.52 290.47	(2)	678.99 388.52 290.47
<b>Vendor: 1998</b> 1/H21302	<b>HI-LINE</b> METER STATION SUPPLIES	04/14/2015	21.73	(1)	21.73
<b>Vendor: 2040</b> 04132015	<b>HUGHES LOCK AND SAFE COMPANY LLC</b> DOOR REPAIRS	04/21/2015	315.60	(1)	315.60
<b>Vendor: 1063</b> 200017251	<b>ILLINOIS SECTION AWWA</b> WATER DISTRIBUTION CONFERENCE	04/28/2015	204.00	(1)	204.00
<b>Vendor: 1496</b> P-157496-USOAB	<b>INFOR (US), INC.</b> SOFTWARE LICENSE MAINTENANCE	05/12/2015	355.08	(1)	355.08
<b>Vendor: 1834</b> INV0000202	<b>INTERNATIONAL FACILITY MANAGEMENT</b> 2015 IFMA'S WORLD WORKPLACE CONF: WEED	05/12/2015	805.00	(1)	805.00
<b>Vendor: 1904</b> 00788139 00789781	<b>IT SAVVY LLC</b> IPAD SUPPLIES IPAD SUPPLIES	04/30/2015 04/30/2015	59.20 29.60	(2)	88.80 59.20 29.60
<b>Vendor: 1949</b> 49	<b>JOHN J. MILLNER AND ASSOCIATES, INC.</b> CONSULTING SERVICES	04/30/2015	6,000.00	(1)	6,000.00
<b>Vendor: 1054</b> 29162532	<b>MCMASTER-CARR SUPPLY COMPANY</b> MAINTENANCE SUPPLIES	05/12/2015	58.64	(1)	58.64
<b>Vendor: 1018</b> S40300	<b>MEDLIN COMMUNICATIONS, INC.</b> PHONE REPLACEMENT	05/12/2015	160.00	(1)	160.00
<b>Vendor: 1327</b> 86628	<b>MICRO TRAIN</b> TRAINING CLASSES: RODRIGUEZ	04/30/2015	620.00	(1)	620.00
<b>Vendor: 1835</b> INV0000163	<b>MID CENTRAL WATER WORKS ASSOCIATION</b> ANNUAL DUES	04/28/2015	100.00	(1)	100.00
<b>Vendor: 1974</b> INV-253828-B5J9Y9	<b>NEW HORIZONS</b> WEB DESIGN CLASSES: RODRIGUEZ	04/30/2015	790.00	(1)	790.00
<b>Vendor: 1395</b> 764212406001	<b>OFFICE DEPOT</b> OFFICE SUPPLIES RETURNED	04/21/2015	-59.99	(7)	1,085.97 -59.99

**Board Open Payable Report**

**As Of 05/12/2015**

<b>Payable Number</b>	<b>Description</b>	<b>Post Date</b>	<b>Payable Amount</b>	<b>Net Amount</b>
<u>768392729001</u>	OFFICE SUPPLIES	04/30/2015	260.28	260.28
<u>768393177001</u>	OFFICE SUPPLIES	04/30/2015	830.87	830.87
<u>768393177002</u>	OFFICE SUPPLIES	04/30/2015	10.62	10.62
<u>768393177003</u>	OFFICE SUPPLIES	04/30/2015	13.94	13.94
<u>768393180001</u>	OFFICE SUPPLIES	04/30/2015	11.46	11.46
<u>768393181001</u>	OFFICE SUPPLIES	04/30/2015	18.79	18.79
<b>Vendor: 2060</b> <u>081849</u>	<b>PETERSEN PRODUCTS CO., LLC</b> PIPELINE SUPPLIES	04/30/2015	6,325.28	
				<b>Payable Count: (1) 6,325.28</b>
<b>Vendor: 1059</b> <u>450000008434</u>	<b>RED WING SHOE STORE</b> SAFETY CLOTHES: CARDENAS	04/14/2015	34.00	
<u>450000008458</u>	SAFETY CLOTHES: ARREDONDO	04/14/2015	30.60	
<u>450000008459</u>	SAFETY CLOTHES: CARDENAS	04/14/2015	15.30	
<u>450000008460</u>	SAFETY CLOTHES: SANCHEZ	04/14/2015	51.00	
<u>450000008461</u>	SAFETY CLOTHES: WEGNER	04/14/2015	51.00	
<u>450000008514</u>	SAFETY SHOES: CASTANEDAS & VILLEGAS	04/28/2015	341.00	
<u>450000008485</u>	SAFETY CLOTHING: CARDENAS	04/30/2015	40.80	
				<b>Payable Count: (7) 563.70</b>
<b>Vendor: 1043</b> <u>255288</u>	<b>SOOPER LUBE</b> VEHICLE MAINTENANCE: M66159	04/21/2015	38.95	
<u>255733</u>	VEHICLE MAINTENANCE: M166601	04/28/2015	35.95	
<u>255735</u>	VEHICLE MAINTENANCE: M63637	04/28/2015	39.94	
<u>255288CR</u>	VEHICLE MAINTENANCE DISCOUNT	04/30/2015	-3.00	
<u>256152</u>	VEHICLE MAINTENANCE: M149226	05/07/2015	41.20	
				<b>Payable Count: (5) 153.04</b>
<b>Vendor: 1040</b> <u>760057</u>	<b>SPECIALTY MAT SERVICE</b> MAT SERVICE: 3/5/15	04/14/2015	162.54	
<u>761130</u>	MAT SERVICE: 3/12/15	04/14/2015	162.54	
<u>762215</u>	MAT SERVICE: 3/19/15	04/14/2015	162.54	
<u>763293</u>	MAT SERVICE: 3/26/15	04/14/2015	162.54	
				<b>Payable Count: (4) 650.16</b>
<b>Vendor: 1121</b> <u>INV0000167</u>	<b>SPI ENERGY GROUP</b> CONSULTING FEE: D-001-009	04/28/2015	7,085.00	
				<b>Payable Count: (1) 7,085.00</b>
<b>Vendor: 1773</b> <u>3263678083</u>	<b>STAPLES ADVANTAGE</b> OFFICE SUPPLIES	04/30/2015	83.75	
<u>3264533803</u>	OFFICE SUPPLIES	04/30/2015	322.61	
				<b>Payable Count: (2) 406.36</b>
<b>Vendor: 2035</b> <u>0111118</u>	<b>STRAND ASSOCIATES, INC.</b> TANK SITE PUMPING FEASIBILITY STUDY	04/21/2015	986.77	
				<b>Payable Count: (1) 986.77</b>
<b>Vendor: 1080</b> <u>025-121271</u>	<b>TYLER TECHNOLOGIES, INC</b> INCODE MAINTENANCE	04/21/2015	1,450.22	
				<b>Payable Count: (1) 1,450.22</b>
<b>Vendor: 2062</b> <u>24703353</u>	<b>UPS FREIGHT</b> FREIGHT CHARGES	04/21/2015	95.00	
				<b>Payable Count: (1) 95.00</b>
<b>Vendor: 1907</b> <u>38815</u>	<b>WHITING SERVICES, INC.</b> ANNUAL INSPECTION OF HOISTS AT MS	04/30/2015	2,519.00	
				<b>Payable Count: (1) 2,519.00</b>
<b>Vendor: 2028</b> <u>INV11370</u>	<b>ZOBRIO</b> SITE BACKUP LICENSE	04/28/2015	3,240.00	
				<b>Payable Count: (1) 3,240.00</b>
			<b>Payable Account 01-211000</b>	<b>Payable Count: (79) Total: 7,906,833.94</b>

**Payable Account Summary**

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	79	7,906,833.94
<b>Report Total:</b>	<b>79</b>	<b>7,906,833.94</b>

**Payable Fund Summary**

Fund	Count	Amount
01 - WATER FUND	79	7,906,833.94
<b>Report Total:</b>	<b>79</b>	<b>7,906,833.94</b>



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz *JFS*  
General Manager

DATE: May 14, 2015

SUBJECT: April 2015 Invoice

I reviewed the Gorski & Good, LLP April 2015 invoice for services rendered during the period – April 1, 2015 – April 30, 2015 and recommend it for approval. This invoice should be placed on the May 21, 2015, Commission meeting accounts payable.

April 2015  
Gorski & Good

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$3,640.00	18.2	\$200.00	Jones (18.2 @ \$200/hr.)	various (review board packet material, investment matter, personnel matter, agreements, and attend regular Commission Meeting)
Misc:	<u>\$104.84</u>	<u>18.2</u>	<u>\$200.00</u>		
	<u>\$3,744.84</u>				