



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE AUGUST 2015 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 6:00 P.M. ON THURSDAY, AUGUST 20, 2015, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126.

AGENDA

DUPAGE WATER COMMISSION

**THURSDAY, AUGUST 20, 2015
6:00 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 Comments (limited to 3 minutes per person)
- IV. 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 June 18, 2015 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

RECOMMENDED MOTION: To accept the June and July Treasurer's Reports (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 8/20/15 Finance Committee

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.

2. 2015 Annual Audit Report - To accept the draft audit report for the fiscal year ending April 30, 2015, to direct the auditors to print the final report, and to direct staff to distribute the FY2015 audit report to the Commission's customers and other interested parties

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

3. Request For Board Action – Authorizing the Transfer of Funds from the General Account to the Operating Reserve Account (**\$5 million**)

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)

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 8/20/15 Finance Committee Agenda

B. Administration Committee

1. Report of 8/20/15 Administration Committee
2. Request For Board Action – Consulting Services - Rory Group, LLC.

Concurrence of a Majority of the Appointed Commissioners-7)

RECOMMENDED MOTION: To Authorize the Execution of a Consulting Agreement with Rory Group, LLC. for a one year period in an amount not to exceed \$18,000.00 (Roll Call).

3. Actions on Other Items Listed on 8/20/15 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 8/20/15 Engineering & Construction Committee
2. Resolution No. R-21-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the August 20, 2015, DuPage Water Commission Meeting (**Divane Bros. Electric Co. estimated cost of \$16,500.00**)

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)

3. Resolution No. R-22-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under quick Response Contract QR-10/13 at the August 20, 2015, DuPage Water Commission Meeting (**John Neri Construction Co Inc. estimated cost of \$93,100.00**)

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

4. Resolution No. R-23-15: A Resolution Awarding a Contract to Furnish and Deliver Steel Pipe (**Trinity Steel and Pipe Inc. - \$23,800.00**)

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

5. Resolution No. R-24-15: A Resolution Awarding a Contract for Vacuum Excavation Services (**Airy's Inc. - \$154,945.00**)

(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)

6. Request For Board Action: To Authorize Purchase Requisition No. 20219 in the amount of **\$39,412.00 to LF George, Inc.**

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

RECOMMENDED MOTION: To adopt item numbers 2 through 6 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

7. Actions on Other Items Listed on 8/20/15 Engineering & Construction Committee Agenda

VII. 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 \$8,733,726.11, (June 2015, disbursements made with concurrence of Commission's Chairman) and \$9,991,583.21 (July 2015) 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 \$1,223,090.00, (June 2015, disbursements made with concurrence of Commission's Chairman) and \$1,563,075.00 (July 2015) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

X. Omnibus Vote Requiring Super-Majority or Special Majority Vote

XI. Old Business

XII. New Business

XIII. 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).

XIV. 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, JUNE 18, 2015
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

DRAFT

The meeting was called to order by Chairman Zay at 7:00 P.M.

Commissioners in attendance: L. Crawford, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruyn, D. Russo (via telephone), F. Saverino, M. Scheck, P. Suess and J. Zay

Commissioners Absent: J. Broda and J. Fennell

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

PRESENTATION OF PLAQUE

Chairman Zay presented Treasurer Ellsworth with a Plaque thanking him for his hard work and dedication and wished him the best. Treasurer Ellsworth thanked Chairman Zay and the Commissioners for the opportunity to serve as Treasurer and wished the Commission continued success.

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Furstenau moved to approve the Minutes of the May 21, 2015 Regular Meeting. Seconded by Commissioner Crawford and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER REPORT

Treasurer Ellsworth presented the May 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 \$102.5 million of cash and investments on page 4, which reflected an increase of about \$2.9 million from the previous month. Treasurer Ellsworth also pointed out the schedule of investments on pages 5 through 10 totaling \$97.7 million and the market yield on the total portfolio showed 81 basis points which had remained the same from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$2.9 million and operating activities increased cash by approximately \$1.6 million, roughly \$2.5 million of sales tax was received, and principal and interest debt payments on bonds totaled about \$1.2 million. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$10.8 million of outstanding debt in Table 3, Row J.

Minutes of the 6/18/15 Commission Meeting

Commissioner Suess moved to accept the May 2015 Treasurer's Report. Seconded by Commissioner Loftus 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 providing a brief summary, Commissioner Suess moved to approve Resolution No. R-16-15: A Resolution Amending and Restating the Investment Policy of the DuPage Water Commission. Seconded Commissioner Russo and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda and J. Fennell

Commissioner Suess moved to approve Resolution No. R-20-15: A Resolution Approving, Ratifying, and Accepting the Appointment of Commissioner Pruyn as Treasurer of the Commission for No Additional Compensation. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, R. Gans, D. Loftus, D. Novotny, D. Russo, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Abstain: J. Pruyn

Absent: J. Broda and J. Fennell

Commissioner Suess concluded his report by expressing his appreciation to Commissioner Pruyn for temporarily filling the position of Treasurer and also thanked Treasurer Ellsworth for his hard work on the Finance Committee.

Administration Committee – Reported by Commissioner Crawford

Commissioner Crawford reported that the Administration Committee had reviewed and recommended for approval all action items listed on the Administration Agenda. After providing a brief summary, Commissioner Crawford moved to adopt Resolution No. R-19-15: A Resolution Releasing Certain Executive Session Meeting Minutes at the June 18, 2015, DuPage Water Commission Meeting. Seconded by Commissioner Russo.

Minutes of the 6/18/15 Commission Meeting

Commissioner Furstenau referred to Schedule A and Schedule B of Resolution No. R-19-15 noting that he was in favor of Schedule A, but had questions regarding Schedule B and requested that the Board go into Executive Session to discuss.

Attorney Tom Good suggested withdrawing the pending motion and start over. After Commissioner Crawford as the movant and Commissioner Russo as the seconder, agreed to withdraw the pending motion, Commissioner Crawford moved to adopt Schedule A of Resolution No. R-19-15: A Resolution Releasing Certain Executive Session Meeting Minutes at the June 18, 2015, DuPage Water Commission Meeting. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda and J. Fennell

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus 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 Loftus 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 Furstenau and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda and J. Fennell

Item 2: Ordinance No. O-5-15: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County (No Cost Component)

Item 3: Resolution No. R-17-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the June 18, 2015, DuPage Water Commission Meeting (John Neri Construction Co., Inc. at an estimated amount of \$11,850.00)

Item 4: Resolution No. R-18-15: A Resolution Approving and Ratifying Certain Contract SS-6/15 Change Orders at the June 18, 2015, DuPage Water Commission Meeting (Era-Valdivia Contractors, Inc. – Net Decrease of \$109,264.00).

Minutes of the 6/18/15 Commission Meeting

Item 5: Request For Board Action: To Approve Change Order No. 1 to Contract QRE-6.019 at the June 18, 2015 DuPage Water Commission Meeting – (Divane Bros. Electric Co. increase of estimated cost from \$3,500.00 to a not to exceed total cost of \$9,500.00).

Commissioner Loftus concluded his report by thanking staff for providing a copy, at the May meeting, of the AECOM Condition Assessment report noting how pleased he was with the detail of the report.

ACCOUNTS PAYABLE

Commissioner Suess moved to approve the Accounts Payable in the amount of \$8,765,549.23 subject to submission of all contractually required documentation, for invoices that have been received and the Accounts Payable in the amount of \$1,109,650.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Crawford and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda and J. Fennell

CHAIRMAN'S REPORT

Chairman Zay informed the Commissioners of the possibility that the July Board may be cancelled, noting that Board members would be notified.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

None

NEW BUSINESS

None

Minutes of the 6/18/15 Commission Meeting

EXECUTIVE SESSION

Commissioner Furstenau moved to go into Executive Session to discuss matters related to minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21). Seconded by Commissioner Gans and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruy, D. Russo, F. Saverino, M. Scheck, P. Sues and J. Zay

Nays: None

Absent: J. Broda and J. Fennell

The Board went into Executive Session at 7:17 P.M.

Commissioner Furstenau moved to come out of Executive Session at 7:25 P.M. Seconded by Commissioner Pruy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Furstenau moved to release certain minutes listed on Schedule B of Resolution No. R-19-15: A Resolution Releasing Certain Executive Session Meeting Minutes in accordance with the discussion held in Executive Session. Seconded by Commissioner Crawford and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, R. Gans, D. Loftus, D. Novotny, J. Pruy, D. Russo, F. Saverino, M. Scheck, P. Sues and J. Zay

Nays: None

Absent: J. Broda and J. Fennell

Commissioner Furstenau moved to adjourn the meeting at 7:26 P.M. Seconded by Commissioner Crawford and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Jeff Pruyn, Treasurer
DATE: July 8, 2015
SUBJECT: TREASURER'S REPORT – JUNE 30, 2015

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of June. 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 \$106.6 million at June 30th, an increase of \$4.1 million over the previous month.
2. The balance in the BMO Harris checking account was \$3.8 million at June 30th, a decrease of \$1.0 million over the \$4.8 million reported last month.
3. The BMO Harris money market accounts had \$15.4 million at month-end, an increase of \$2.0 million from the preceding month.
4. During the month of June, the IIIT money market accounts increased by \$3.1 million from the prior month.
5. Our holdings of asset backed securities increased by \$308,658 in June.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. Over the past two months the Commission's cash and investments increased a total of \$7.0 million.
 - The Operating & Maintenance Account increased by \$1.1 million, for an ending balance of \$18.3 million.
 - The General Account increased by \$6.0 million, for an ending balance of \$7.0 million. There was a \$3 million transfer from the Operating & Maintenance account in June.
 - The Sales Tax Account remained relatively unchanged at \$2.1 million.
 - The Long-Term Capital Reserve Account increased by \$24,777 for a balance of \$7.9 million.
 - The Operating Reserve Account increased \$61,595 for a balance of \$41.0 million.

- The Capital Reserve Fund increased \$35,662 for a balance of \$29.3 million.

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

Cash and Investments by Account

Account	Balance 4/30/2015	Balance 6/30/2015	Increase (Decrease)
Operations & Maintenance	\$17,071,214	\$18,268,809	\$1,197,595
Bond Interest	11,920	10,455	(1,465)
Bond Principal	1,181,000	905,250	(275,750)
General Account	1,040,019	7,040,739	6,000,720
Sales Tax	2,118,925	2,121,052	2,127
Operating Reserve	40,933,837	40,995,432	61,595
Capital Reserve	29,301,655	29,337,317	35,662
Long-Term Cap. Reserve	7,916,324	7,941,102	24,778
Total Cash & Investments	\$99,574,894	\$106,620,156	\$7,045,262

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 0.78%, a decrease from the previous month of 0.81% due to the increase in cash invested in money market accounts.
2. The weighted-average maturity of the Commission's investments was 701 days, or just under two years.
3. The portfolio is showing unrealized gains of \$115,645 at June 30, 2015, compared to \$215,019 at April 30th.
4. The amortized cost of our investments was \$102.8 million at June 30th, an increase of \$5.1 million over the prior month.

Statement of Cash Flows (Page 11)

1. The statement of cash flows shows a breakdown of the \$7.0 million increase in cash and investments since the beginning of the fiscal year.
2. Operating activities increased cash by \$4.0 million.
3. \$5.5 million of sales tax revenue was received.
4. Debt service payments totaled \$2.1 million.
5. Cash flow from investment activity generated \$139,003.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at June 30th.
2. The Operating and Maintenance Account was \$7.5 million over its target balance of \$10.7 million.

3. The Operating Reserve account is \$837,036 over its minimum target of \$40.2 million.
4. There was \$9.9 million of debt outstanding at June 30th, a reduction of \$0.9 million from last month. For the year to date, \$2.1 million of debt has been retired.

Respectfully submitted,



Jeff Pruyn, CPA
Treasurer

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

FUNDS CONSIST OF:	June 30, 2015	May 31, 2015	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	3,828,859.44	4,780,975.12	(952,115.68)
TOTAL CASH	3,830,059.44	4,782,175.12	(952,115.68)
IIIT MONEY MARKET FUNDS	4,260,401.39	1,198,395.61	3,062,005.78
BMO HARRIS MONEY MARKET FUNDS	15,354,453.76	13,352,871.08	2,001,582.68
U. S. TREASURY INVESTMENTS	47,453,434.39	47,566,612.78	(113,178.39)
U. S. AGENCY INVESTMENTS	25,030,382.10	25,033,405.06	(3,022.96)
MUNICIPAL BONDS	6,163,649.61	6,335,310.44	(171,660.83)
COMMERCIAL PAPER	3,398,693.44	3,397,975.12	718.32
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	1,129,081.38	820,423.02	308,658.36
SUPRANATIONAL BONDS	-	-	0.00
TOTAL INVESTMENTS	102,790,096.07	97,704,993.11	5,085,102.96
TOTAL CASH AND INVESTMENTS	106,620,155.51	102,487,168.23	4,132,987.28
	June 30, 2015	May 31, 2015	% CHANGE
IIIT MONEY MARKET FUNDS	4.1%	1.2%	255.5%
BMO HARRIS MONEY MARKET FUNDS	14.9%	13.7%	15.0%
U. S. TREASURY INVESTMENTS	46.2%	48.7%	-0.2%
U. S. AGENCY INVESTMENTS	24.4%	25.6%	0.0%
MUNICIPAL BONDS	6.0%	6.5%	-2.7%
COMMERCIAL PAPER	3.3%	3.5%	0.0%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	1.1%	0.8%	37.6%
SUPRANATIONAL BONDS	0.0%	0.0%	N/A
TOTAL INVESTMENTS	100.0%	100.0%	5.2%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 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 06/30/15
Water Fund Oper. & Maint. Acct. (01-1211.03)										
BMO Harris - Money Market	0.170%	06/30/15	07/01/15	1	0.170%	\$ 14,438,749.24	\$ 14,438,749.24	\$ -	\$ 14,438,749.24	-
Revenue Bond Interest Account (01-1212)										
BMO Harris	0.000%	06/30/15	07/01/15		0.000%	\$ 10,454.52	\$ 10,454.52	\$ -	\$ 10,454.52	\$ -
Revenue Bond Principal (01-1213)										
BMO Harris	0.000%	06/30/15	07/01/15		0.000%	\$ 905,250.00	\$ 905,250.00	\$ -	\$ 905,250.00	\$ -
Water Fund General Account (01-1217 & 1217.01)										
IIIT - Money Market	0.030%	06/30/15	07/01/15	1	0.030%	4,041,943.33	4,041,943.33	-	4,041,943.33	-
Bank of Tokyo Mitsubishi CP	0.000%	05/27/15	07/27/15	27	0.210%	1,000,000.00	999,848.33	204.16	999,644.17	-
Credit Agricole CIB NY CP	0.000%	05/27/15	08/24/15	55	0.240%	1,000,000.00	999,640.00	233.33	999,406.67	-
BNP PARIBAS FINANCE CP	0.000%	05/27/15	09/28/15	90	0.280%	1,000,000.00	999,307.78	272.22	999,035.56	-
		Weighted Avg Maturity	25		0.121%	\$ 7,041,943.33	\$ 7,040,739.44	\$ 709.71	\$ 7,040,029.73	\$ -
Sales Tax Funds (01-1230 & 01-1230.01)										
IIIT - Money Market	0.030%	06/30/15	07/01/15	1	0.030%	7,661.43	7,661.43	-	7,661.43	-
US Treasury Notes	2.000%	01/30/13	01/31/16	215	0.440%	35,000.00	35,317.83	(1,303.65)	36,621.48	291.99
US Treasury Notes	2.000%	03/04/14	01/31/16	215	0.300%	170,000.00	171,682.21	(3,816.23)	175,498.44	1,418.23
US Treasury Notes	0.375%	06/03/14	05/31/16	336	0.390%	75,000.00	74,994.60	6.32	74,988.28	23.82
US Treasury Notes	1.750%	04/04/14	05/31/16	336	0.540%	150,000.00	151,661.71	(2,240.63)	153,902.34	222.34
US Treasury Notes	0.375%	06/01/15	05/31/16	336	0.290%	170,000.00	170,128.00	(11.45)	170,139.45	54.00
US Treasury Notes	0.375%	03/23/15	05/31/16	336	0.390%	320,000.00	319,961.62	11.62	319,950.00	101.64
OR ST GO Bonds	0.497%	02/13/13	08/01/15	32	0.500%	100,000.00	100,000.00	-	100,000.00	207.08
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	199	0.920%	150,000.00	150,000.00	-	150,000.00	635.64
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	311	0.580%	200,000.00	199,942.15	78.15	199,864.00	275.00
FHLB (CALLABLE) Global Notes	0.375%	12/30/13	12/30/15	183	0.390%	150,000.00	149,988.78	33.78	149,955.00	1.56
Farmer Mac Agency Notes	0.350%	08/11/14	02/11/16	226	0.350%	200,000.00	200,000.00	-	200,000.00	272.22
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	274	0.540%	115,000.00	114,968.44	99.54	114,868.90	145.35
Fannie Mae Global Notes	0.500%	08/29/13	03/30/16	274	0.710%	150,000.00	149,767.34	566.84	149,200.50	189.58
FHLMC Reference Note	0.400%	11/21/14	05/27/16	332	0.420%	125,000.00	124,977.59	15.09	124,962.50	47.22
		Weighted Avg Maturity	267		0.474%	\$ 2,117,661.43	\$ 2,121,051.70	\$ (6,560.62)	\$ 2,127,612.32	\$ 3,885.67

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 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 06/30/15
Water Fund Operating Reserve (01-1218)										
IIT - Money Market	0.030%	06/30/15	07/01/15	1	0.030%	113,127.37	113,127.37	-	113,127.37	-
US Treasury Notes	1.000%	03/06/13	10/31/16	489	0.490%	690,000.00	694,664.70	(8,057.17)	702,721.87	1,162.50
US Treasury Notes	4.625%	01/10/14	02/15/17	596	0.920%	425,000.00	450,300.00	(22,628.71)	472,928.71	7,384.67
US Treasury Notes	1.000%	02/27/14	03/31/17	640	0.730%	1,075,000.00	1,079,987.97	(3,746.41)	1,083,734.38	2,702.19
US Treasury Notes	1.000%	03/19/14	03/31/17	640	0.920%	1,850,000.00	1,852,477.37	(1,786.30)	1,854,263.67	4,650.27
US Treasury Notes	0.625%	05/15/14	05/31/17	701	0.830%	1,000,000.00	996,197.92	2,213.54	993,984.38	529.37
US Treasury Notes	0.625%	03/12/13	05/31/17	701	0.720%	1,100,000.00	1,098,113.13	2,238.13	1,095,875.00	582.31
US Treasury Notes	2.500%	12/09/14	06/30/17	731	0.920%	750,000.00	773,446.51	(6,524.19)	779,970.70	50.95
US Treasury Notes	0.625%	10/31/12	09/30/17	823	0.750%	100,000.00	99,731.13	363.95	99,367.18	157.10
US Treasury Notes	0.625%	10/31/12	09/30/17	823	0.750%	300,000.00	299,193.39	1,091.83	298,101.56	471.31
US Treasury Notes	0.750%	11/01/12	10/31/17	854	0.740%	100,000.00	100,027.67	183.87	99,843.80	126.36
US Treasury Notes	0.625%	11/05/12	10/31/17	854	0.740%	175,000.00	175,048.43	321.78	174,726.65	221.13
US Treasury Notes	0.625%	05/09/14	11/30/17	884	1.180%	675,000.00	666,141.89	4,114.55	662,027.34	357.33
US Treasury Notes	0.750%	03/08/13	02/28/18	974	0.850%	1,500,000.00	1,496,071.89	3,337.51	1,492,734.38	3,760.19
US Treasury Notes	0.750%	04/30/15	03/31/18	1,005	0.840%	700,000.00	698,247.70	107.07	698,140.63	1,319.67
US Treasury Notes	0.750%	04/23/15	03/31/18	1,005	0.870%	1,500,000.00	1,495,007.00	339.03	1,494,667.97	2,827.87
US Treasury Notes	0.625%	05/10/13	04/30/18	1,035	0.810%	625,000.00	621,724.55	2,413.03	619,311.52	658.12
US Treasury Notes	1.375%	02/04/15	07/31/18	1,127	0.920%	650,000.00	658,945.61	(1,159.86)	660,105.47	3,728.07
US Treasury Notes	1.250%	10/06/14	10/31/18	1,219	1.470%	575,000.00	570,877.72	886.51	569,991.21	1,210.94
US Treasury Notes	1.250%	06/03/14	11/30/18	1,249	1.410%	655,000.00	651,491.94	1,071.83	650,420.11	893.48
US Treasury Notes	1.500%	07/31/14	01/31/19	1,311	1.610%	1,075,000.00	1,070,992.66	989.73	1,070,002.93	6,726.17
US Treasury Notes	1.625%	09/04/14	03/31/19	1,370	1.600%	1,000,000.00	1,000,905.94	(187.81)	1,001,093.75	4,084.70
US Treasury Notes	1.625%	04/23/15	04/30/19	1,400	1.200%	1,500,000.00	1,523,586.79	(1,129.77)	1,524,726.56	4,106.66
US Treasury Notes	3.125%	11/03/14	05/15/19	1,415	1.500%	205,000.00	217,470.28	(2,055.89)	219,526.17	818.19
US Treasury Notes	1.750%	03/27/15	09/30/19	1,553	1.390%	1,500,000.00	1,521,947.15	(1,314.57)	1,523,261.72	6,598.36
US Treasury Notes	1.000%	02/27/15	09/30/19	1,553	1.420%	2,200,000.00	2,161,957.95	2,950.14	2,159,007.81	5,530.05
US Treasury Notes	1.000%	05/29/15	11/30/19	1,614	1.440%	1,050,000.00	1,030,132.45	394.17	1,029,738.28	889.34
OR ST GO Bonds	0.497%	02/13/13	08/01/15	32	0.500%	135,000.00	135,000.00	41.85	134,958.15	279.56
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	199	0.920%	350,000.00	350,000.00	-	350,000.00	1,483.16
CA ST GO Bonds	1.050%	03/27/13	02/01/16	216	0.930%	275,000.00	275,192.42	(737.08)	275,929.50	1,203.13
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/18	311	0.580%	850,000.00	849,754.12	332.12	849,422.00	1,168.75
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	351	1.050%	100,000.00	103,742.10	(10,095.90)	113,838.00	222.22
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	351	1.050%	300,000.00	311,226.31	(30,287.69)	341,514.00	666.67
IN ST Bond Bank Txbl Rev Bonds	1.022%	06/05/13	07/15/16	381	1.020%	275,000.00	275,000.00	-	275,000.00	1,295.95
CA ST Taxable GO Bonds	1.750%	10/22/13	11/01/17	855	1.660%	700,000.00	701,481.13	(1,017.87)	702,499.00	2,041.67
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	1,189	1.470%	150,000.00	150,000.00	-	150,000.00	552.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,189	1.650%	565,000.00	565,000.00	-	565,000.00	2,330.63
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	1,354	1.970%	300,000.00	300,000.00	-	300,000.00	1,579.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	1,415	2.000%	135,000.00	135,000.00	-	135,000.00	345.52
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,554	1.680%	310,000.00	310,000.00	-	310,000.00	1,301.23
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	1,677	1.880%	375,000.00	389,250.28	(565.97)	389,816.25	1,947.92

6

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 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 06/30/15
Water Fund Operating Reserve (01-1218) Continued...										
FNMA Series 2015-M1 ASQ2	1.626%	01/30/15	02/01/18	947	1.260%	200,000.00	200,820.53	(1,177.97)	201,998.50	271.00
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	1,008	0.830%	175,000.00	175,801.87	(947.50)	176,749.37	226.04
FHLB Global Notes	2.000%	10/29/14	09/09/16	437	0.500%	895,000.00	910,914.43	(8,957.62)	919,872.05	5,568.89
FNMA Notes	1.250%	03/30/12	09/28/16	456	1.060%	200,000.00	200,455.20	(3,951.00)	204,406.20	645.83
FHLB Global Notes	0.500%	08/07/14	09/28/16	456	0.610%	290,000.00	289,620.60	273.10	289,347.50	374.58
FNMA Notes	1.250%	03/30/12	09/28/16	456	1.060%	500,000.00	501,138.00	(9,877.50)	511,015.50	1,614.58
FHLMC Notes	0.875%	10/01/13	10/14/16	472	0.770%	1,000,000.00	1,001,298.48	(1,741.52)	1,003,040.00	1,871.53
FHLB Global Notes	0.840%	03/24/15	03/24/17	633	0.840%	750,000.00	750,000.00	-	750,000.00	1,697.50
FHLB Global Notes	0.625%	05/15/15	05/30/17	700	0.670%	810,000.00	809,369.24	41.54	809,327.70	435.94
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	730	0.970%	165,000.00	165,109.81	(47.60)	165,157.41	9.17
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	730	0.960%	635,000.00	635,518.05	(224.90)	635,742.95	35.28
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	759	0.860%	95,000.00	95,267.50	(296.61)	95,564.11	403.75
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	759	0.860%	125,000.00	125,351.98	(390.27)	125,742.25	531.25
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	759	0.850%	205,000.00	205,614.99	(82.01)	205,697.00	871.25
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	790	0.820%	200,000.00	200,218.24	296.24	199,922.00	588.19
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	790	0.820%	475,000.00	475,518.32	703.57	474,814.75	1,396.96
Fannie Mae Global Notes	0.875%	11/27/13	10/26/17	849	0.820%	1,300,000.00	1,294,033.44	3,978.44	1,290,055.00	2,053.82
Freddie Mac Global Notes	0.875%	03/27/13	03/07/18	981	0.930%	450,000.00	449,348.83	536.83	448,812.00	1,246.88
Freddie Mac Global Notes	0.875%	03/12/13	03/07/18	981	1.020%	1,100,000.00	1,095,652.35	3,638.35	1,092,014.00	3,047.92
Fannie Mae Global Notes	0.875%	05/24/13	05/21/18	1,056	1.190%	500,000.00	495,545.19	3,120.19	492,425.00	486.11
Fannie Mae Global Notes	0.875%	05/22/13	05/21/18	1,056	1.050%	1,000,000.00	995,056.39	3,506.39	991,550.00	972.22
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	1,246	1.390%	990,000.00	997,862.54	(1,542.46)	999,405.00	1,519.38
Freddie Mac Global Notes	1.750%	12/03/14	05/30/19	1,430	1.490%	475,000.00	479,721.77	(674.23)	480,396.00	715.80
FNMA Notes	1.750%	12/03/14	11/26/19	1,610	1.610%	475,000.00	477,721.15	(342.60)	478,063.75	808.16
Weighted Avg Maturity			970		1.069%	\$ 40,918,127.37	\$ 40,995,432.37	\$ (82,063.69)	\$ 41,077,496.06	\$ 105,156.94

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 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 06/30/15
Water Fund L-T Water Capital Reserve (01-1219)										
IIIT - Money Market (PFM Asset Management)	0.030%	06/30/15	07/01/15	1	0.030%	56,465.75	56,465.75	-	56,465.75	-
US Treasury Notes	2.750%	10/21/13	11/30/16	519	0.690%	10,000.00	10,289.54	(342.88)	10,632.42	23.29
US Treasury Notes	2.750%	12/13/13	11/30/16	519	0.670%	145,000.00	149,251.05	(4,607.55)	153,858.60	337.74
US Treasury Notes	1.000%	03/17/14	03/31/17	640	0.790%	175,000.00	175,644.48	(469.78)	176,114.26	439.89
US Treasury Notes	1.000%	04/11/14	03/31/17	640	0.780%	175,000.00	175,655.10	(452.32)	176,107.42	439.89
US Treasury Notes	0.625%	02/05/14	05/31/17	701	0.820%	365,000.00	363,630.28	797.47	362,832.81	193.22
US Treasury Notes	0.625%	04/24/15	05/31/17	701	0.580%	500,000.00	500,409.93	(39.29)	500,449.22	264.69
US Treasury Notes	0.625%	05/15/14	11/30/17	884	1.030%	425,000.00	420,869.53	1,895.90	418,973.63	224.98
US Treasury Notes	0.750%	12/31/13	02/28/18	974	1.380%	485,000.00	477,084.76	4,323.43	472,761.33	1,215.79
US Treasury Notes	0.625%	05/13/13	04/30/18	1,035	0.820%	180,000.00	179,004.46	734.15	178,270.31	189.54
US Treasury Notes	0.625%	05/15/13	04/30/18	1,035	0.820%	180,000.00	179,016.10	724.69	178,291.41	189.54
US Treasury Notes	1.375%	02/20/15	09/30/18	1,188	1.260%	305,000.00	306,119.28	(119.79)	306,239.07	1,054.17
US Treasury Notes	1.625%	04/24/15	04/30/19	1,400	1.150%	630,000.00	641,138.70	(526.14)	641,664.84	1,724.80
US Treasury Notes	1.250%	01/12/15	02/29/20	1,705	1.480%	275,000.00	272,148.54	274.51	271,874.03	1,148.95
US Treasury Notes	1.125%	04/24/15	04/30/20	1,766	1.350%	300,000.00	296,870.22	116.31	296,753.91	568.61
US Treasury Notes	2.625%	01/12/15	11/15/20	1,965	1.640%	300,000.00	315,195.05	(1,258.08)	316,453.13	1,005.77
US Treasury Notes	2.250%	04/24/15	03/31/21	2,101	1.540%	250,000.00	259,738.33	(300.73)	260,039.06	1,413.93
US Treasury Notes	2.000%	01/12/15	05/31/21	2,162	1.720%	300,000.00	304,636.49	(343.98)	304,980.47	508.20
US Treasury Notes	1.875%	01/12/15	11/30/21	2,345	1.780%	260,000.00	261,570.24	(105.54)	261,675.78	412.91
US Treasury Notes	1.625%	02/26/15	08/15/22	2,603	1.780%	175,000.00	172,763.73	101.62	172,662.11	1,068.37
US Treasury Notes	1.750%	04/24/15	05/15/23	2,876	1.790%	390,000.00	388,809.00	27.75	388,781.25	871.67
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,189	1.650%	95,000.00	95,000.00	-	95,000.00	391.88
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,554	1.680%	40,000.00	40,000.00	-	40,000.00	167.90
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	1,677	1.880%	75,000.00	77,850.06	(113.19)	77,963.25	389.58
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	1,720	2.290%	70,000.00	70,000.00	-	70,000.00	428.21
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	1,781	2.250%	50,000.00	50,000.00	-	50,000.00	300.40
FNMA SERIES 2015	2.013%	03/31/15	07/25/22	2,582	1.710%	24,482.61	24,593.13	(133.86)	24,726.99	41.07
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	730	0.970%	80,000.00	80,053.24	(23.08)	80,076.32	4.44
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	730	0.960%	300,000.00	300,244.75	(106.25)	300,351.00	16.67
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	1,056	1.300%	425,000.00	419,855.60	1,957.35	417,898.25	413.19
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	1,246	1.780%	475,000.00	472,616.54	1,008.04	471,608.50	728.99
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	1,330	1.550%	400,000.00	404,577.58	(1,366.42)	405,944.00	2,750.00
Weighted Avg Maturity			1.358		1.292%	\$ 7,915,948.36	\$ 7,941,101.46	\$ 1,652.34	\$ 7,939,449.12	\$ 18,928.28

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 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 06/30/15
Capital Reserve (01-1220)										
IIIT - Money Market (PFM Asset Management)	0.497%	06/30/15	07/01/15	1	0.497%	41,203.51	41,203.51	-	41,203.51	-
US Treasury Notes	2.625%	12/31/14	04/30/16	305	0.430%	625,000.00	636,385.76	(6,827.13)	643,212.89	2,764.10
US Treasury Notes	3.250%	12/31/14	06/30/16	366	0.510%	685,000.00	703,614.56	(9,347.35)	712,961.91	60.50
US Treasury Notes	1.500%	01/27/15	07/31/16	397	0.380%	775,000.00	784,337.15	(3,680.43)	788,017.58	4,849.10
US Treasury Notes	0.375%	04/06/15	10/31/16	489	0.410%	400,000.00	399,840.62	28.12	399,812.50	252.72
US Treasury Notes	0.375%	01/05/15	10/31/16	489	0.620%	1,000,000.00	996,762.58	1,176.64	995,585.94	631.79
US Treasury Notes	0.875%	11/01/13	11/30/16	519	0.620%	200,000.00	200,714.68	(832.19)	201,546.87	148.22
US Treasury Notes	0.875%	02/04/15	12/31/16	550	0.440%	500,000.00	503,229.76	(871.80)	504,101.56	11.89
US Treasury Notes	0.875%	12/31/14	12/31/16	550	0.710%	1,000,000.00	1,002,519.41	(839.97)	1,003,359.38	23.78
US Treasury Notes	1.000%	12/31/14	03/31/17	640	0.810%	875,000.00	877,906.08	(819.50)	878,725.58	2,199.45
US Treasury Notes	1.000%	02/27/15	03/31/17	640	0.680%	1,570,000.00	1,578,793.60	(1,693.51)	1,580,487.11	3,946.45
US Treasury Notes	0.625%	06/03/14	05/31/17	701	0.810%	75,000.00	74,732.53	148.55	74,583.98	39.70
US Treasury Notes	0.500%	07/07/14	07/31/17	762	0.960%	35,000.00	34,668.80	154.15	34,514.65	73.00
US Treasury Notes	0.500%	01/27/15	07/31/17	762	0.740%	615,000.00	611,906.43	630.06	611,276.37	1,282.67
US Treasury Notes	0.500%	12/31/14	07/31/17	762	0.960%	1,000,000.00	990,565.19	2,244.88	988,320.31	2,085.64
US Treasury Notes	0.625%	01/05/15	09/30/17	823	1.020%	1,000,000.00	991,144.36	1,886.55	989,257.81	1,571.04
US Treasury Notes	0.625%	11/03/14	11/30/17	884	0.990%	200,000.00	198,238.84	473.21	197,765.63	105.87
US Treasury Notes	0.625%	04/23/15	11/30/17	884	0.780%	1,500,000.00	1,494,563.78	423.15	1,494,140.63	794.06
US Treasury Notes	0.750%	12/03/14	12/31/17	915	1.010%	225,000.00	223,554.71	330.10	223,224.61	4.59
US Treasury Notes	0.875%	12/31/14	01/31/18	946	1.160%	1,000,000.00	992,850.15	1,365.77	991,484.38	3,649.86
US Treasury Notes	0.750%	03/27/15	03/31/18	1,005	0.990%	150,000.00	149,009.33	93.31	148,916.02	282.79
US Treasury Notes	0.750%	04/30/15	03/31/18	1,005	0.840%	475,000.00	473,810.94	72.66	473,738.28	895.49
US Treasury Notes	0.750%	02/27/15	03/31/18	1,005	1.040%	930,000.00	922,681.12	891.28	921,789.84	1,753.28
US Treasury Notes	0.750%	04/23/15	03/31/18	1,005	0.880%	1,000,000.00	996,561.57	233.44	996,328.13	1,885.25
US Treasury Notes	0.750%	03/27/15	03/31/18	1,005	1.000%	1,500,000.00	1,490,039.64	938.08	1,489,101.56	2,827.87
US Treasury Notes	0.625%	05/29/15	04/30/18	1,035	1.000%	350,000.00	346,712.28	102.90	346,609.38	368.55
Orange County CA TXBL Rev Bonds	0.780%	01/13/15	05/02/16	307	0.780%	220,000.00	220,000.00	-	220,000.00	800.80
CA ST Taxable GO Bonds	1.250%	10/22/13	11/01/16	490	1.090%	100,000.00	100,211.04	(257.96)	100,469.00	208.33
UNIV OF CAL Taxable Rev Bonds	0.934%	03/25/15	05/15/17	685	0.930%	175,000.00	175,000.00	-	175,000.00	208.85
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	824	1.090%	35,000.00	35,000.00	-	35,000.00	95.38

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 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 06/30/15	
Capital Reserve (01-1220) Continued...										
FNMA SERIES 2015 M1	1.626%	01/30/15	02/01/18	947	1.260%	100,000.00	100,410.26	(588.99)	100,999.25	135.50
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	1,006	1.260%	105,000.00	105,481.12	(568.50)	106,049.62	135.63
FNMA SERIES 2015 M3	0.392%	02/27/15	06/01/18	1,067	0.390%	79,611.97	79,591.17	-	79,591.17	27.84
FNMA SERIES 2015 M3	0.385%	03/31/15	09/25/18	1,183	0.380%	70,301.80	70,284.16	0.37	70,283.79	22.53
FNMA SERIES 2015 M3	0.356%	05/29/15	11/25/18	1,244	0.360%	59,827.73	59,813.86	0.31	59,813.55	17.73
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	1,646	0.770%	298,041.01	312,285.28	(192.09)	312,477.37	1,117.65
FNMA Notes	1.250%	10/01/13	09/28/16	456	0.750%	70,000.00	70,432.64	(601.26)	71,033.90	226.04
FNMA Notes	1.250%	10/01/13	09/28/16	456	0.740%	105,000.00	105,659.29	(916.35)	106,575.64	339.06
FHLB Notes	0.500%	08/07/14	09/28/16	456	0.610%	200,000.00	199,738.35	188.35	199,550.00	258.33
FNMA Notes	1.250%	05/01/15	09/28/16	456	0.490%	400,000.00	403,736.07	(499.93)	404,236.00	1,291.67
FHLB Notes	0.500%	02/27/15	09/28/16	456	0.540%	1,600,000.00	1,599,286.10	198.10	1,599,088.00	2,066.67
FHLB Notes	0.625%	01/22/15	11/23/16	512	0.560%	400,000.00	400,382.82	(120.21)	400,503.03	263.89
FHLB Notes	0.625%	01/26/15	11/23/16	512	0.570%	600,000.00	600,427.40	(130.60)	600,558.00	395.83
FHLB Notes	1.625%	04/23/15	12/09/16	528	0.540%	1,475,000.00	1,497,830.46	(2,982.04)	1,500,812.50	1,464.76
FHLMC Reference Note	0.500%	01/16/15	01/27/17	577	0.590%	415,000.00	414,437.02	163.27	414,273.75	951.04
FHLMC Reference Note	0.500%	01/26/15	01/27/17	577	0.620%	575,000.00	573,888.34	302.84	573,585.50	1,317.71
FHLB Notes	0.875%	03/06/15	02/27/17	608	0.840%	150,000.00	150,032.42	(66.58)	150,099.00	452.08
FHLB Notes	0.850%	03/17/15	03/17/17	626	0.850%	450,000.00	450,000.00	-	450,000.00	1,105.00
FHLB Notes	0.840%	03/24/15	03/24/17	633	0.840%	450,000.00	450,000.00	-	450,000.00	1,018.50
FNMA Notes	1.125%	09/04/14	04/27/17	667	0.940%	475,000.00	476,589.30	(709.70)	477,299.00	950.00
FNMA Notes	1.125%	02/04/15	04/27/17	667	0.600%	850,000.00	858,016.94	(1,783.56)	859,800.50	1,700.00
FHLB Global Notes	0.625%	05/15/15	05/30/17	700	0.670%	585,000.00	584,544.45	30.00	584,514.45	314.84
Freddie Mac Global Notes	1.000%	08/14/14	07/28/17	759	1.000%	125,000.00	124,994.18	2.56	124,991.62	531.25
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	759	0.850%	1,000,000.00	1,002,999.96	(400.04)	1,003,400.00	4,250.00
JP Morgan Securities CP	0.000%	12/31/14	07/29/15	29	0.330%	400,000.00	399,897.33	667.33	399,230.00	-
Weighted Avg Maturity			687	0.741%	\$ 29,293,986.02	\$ 29,337,317.34	\$ (21,983.71)	\$ 29,359,301.05	\$ 54,174.57	
TOTAL ALL FUNDS				0.780%	\$102,642,120.27	\$ 102,790,096.07	\$ (108,245.97)	\$ 102,898,342.04	\$ 182,145.46	
Less: Unsettled Trades						\$ -				
						\$ 102,790,096.07				
June 30, 2015	90 DAY US TREASURY YIELD			0.01%		Longest Maturity	2,876	\$ 390,000.00		
	3 month US Treasury Bill Index			0.00%						
	0-3 Year US Treasury Index			0.46%						
	1-3 Year US Treasury Index			0.60%						
	1-5 Year US Treasury Index			0.91%						
	1-10 Year US Treasury Index			1.24%						

10

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

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 21,139,320
Cash payments to suppliers	(16,665,252)
Cash payments to employees	<u>(437,131)</u>
Net cash from operating activities	4,036,937

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	5,533,336
Cash Received from water quality loans	<u>0</u>
Net cash from noncapital financing activities	5,533,336

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	(18,696)
Principal Paid	(2,075,262)
Construction and purchase of capital assets	<u>(570,056)</u>
Net cash from capital and related financing activities	(2,664,014)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>139,003</u>
Net cash from investing activities	139,003

Net Increase (Decrease) in cash and investments 7,045,262

CASH AND INVESTMENTS, MAY 1, 2015 99,574,894

CASH AND INVESTMENTS, JUNE 30, 2015 \$ 106,620,156

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

	6/30/2015		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A. Operating Reserve	\$ 40,158,396	\$ 40,995,432	\$ 837,036
B. Capital Reserve	\$ 29,180,884	\$ 29,337,317	\$ 156,433
C. Long Term Water Capital Reserve	\$ 7,825,000	\$ 7,941,101	\$ 116,101
D. Principal Account	\$ 898,250	\$ 905,250	\$ 7,000
E. Interest Account	\$ 8,069	\$ 10,455	\$ 2,385
F. O+M Account (1)	\$ 10,738,301	\$ 18,268,809	\$ 7,530,507
G. Current Construction Obligation and Customer Construction Escrows	\$ 76,113	\$ 76,113	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 88,885,014	\$ 97,534,477	\$ 8,649,464

TABLE 2	
OTHER CASH	
H. General Fund	\$ 7,040,739
I. Sales Tax	\$ 2,044,939
TOTAL TABLE 2-OTHER CASH	\$ 9,085,678
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 106,620,156

Outstanding
 Balance
 6/30/15

TABLE 3--DEBT
J. REVENUE BOND FINAL PAYMENT MAY-2016

\$ 9,880,800

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.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Jeff Pruyn, Treasurer
DATE: August 11, 2015
SUBJECT: TREASURER'S REPORT – JULY 31, 2015

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of July. 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 \$108.2 million at July 31st, an increase of \$1.6 million over the previous month.
2. The balance in the BMO Harris checking account was \$3.3 million at July 31st, a decrease of slightly over \$0.5 million compared to the \$3.8 million reported last month.
3. The BMO Harris money market accounts had \$15.5 million at month-end, an increase of \$0.1 million from the preceding month.
4. During the month of July, the IIIT money market accounts increased by \$0.9 million from the prior month.
5. Our holdings of asset backed securities increased by \$1.3 million in July.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. Over the past three months the Commission's cash and investments increased a total of \$8.6 million.
 - The Operating & Maintenance Account increased by \$0.7 million, for an ending balance of \$17.8 million.
 - The General Account increased by \$8.0 million, for an ending balance of \$9.0 million. There was a \$2 million transfer from the Operating & Maintenance account in July.
 - The Sales Tax Account remained relatively unchanged at \$2.1 million.
 - The Capital Reserve Fund increased \$61,894 for a balance of \$29.4 million.
 - The Operating Reserve Account increased \$76,478 for a balance of \$41.0 million.

- The Long-Term Capital Reserve Account increased by \$24,527 for a balance of \$7.9 million.

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

Cash and Investments by Account

Account	Balance 4/30/2015	Balance 7/31/2015	Increase (Decrease)
Operations & Maintenance	\$17,071,214	\$17,805,505	\$ 734,291
Bond Interest	11,920	9,785	(2,135)
Bond Principal	1,181,000	906,000	(275,000)
General Account	1,040,019	9,041,335	8,001,316
Sales Tax	2,118,925	2,123,233	4,308
Operating Reserve	40,933,837	41,010,315	76,478
Capital Reserve	29,301,655	29,363,549	61,894
Long-Term Cap. Reserve	7,916,324	7,940,851	24,527
Total Cash & Investments	\$99,574,894	\$108,200,573	\$8,625,679

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 0.79%, a slight increase from the previous month of 0.78% as higher yields from increased investments in mortgage backed securities were offset by the increase in cash invested in money market accounts.
2. The portfolio is showing unrealized gains of \$183,215 at July 31, 2015, compared to \$215,019 at April 30th.
3. The amortized cost of our investments was \$104.9 million at July 31st, an increase of \$2.1 million over the prior month.

Statement of Cash Flows (Page 11)


1. The statement of cash flows shows a breakdown of the \$8.6 million increase in cash and investments since the beginning of the fiscal year.
2. Operating activities increased cash by \$4.9 million.
3. \$8.5 million of sales tax revenue was received.
4. Debt service payments totaled \$3.0 million.
5. Capital Assets purchased totaled \$2.0 million year-to-date.
6. Cash flow from investment activity generated \$190,163.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at July 31st.
2. The Operating and Maintenance Account was \$6.2 million over its target balance of \$11.6 million.

3. The Operating Reserve account is \$851,919 over its minimum target of \$40.2 million.
4. There was \$9.0 million of debt outstanding at July 31st, a reduction of \$0.9 million from last month. For the year to date, \$3.0 million of debt has been retired.

Respectfully submitted,



Jeff Pruyn, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 July 31, 2015

FUNDS CONSIST OF:	July 31, 2015	June 30, 2015	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	3,270,054.53	3,828,859.44	(558,804.91)
TOTAL CASH	3,271,254.53	3,830,059.44	(558,804.91)
IIIT MONEY MARKET FUNDS	5,174,653.32	4,260,401.39	914,251.93
BMO HARRIS MONEY MARKET FUNDS	15,450,035.39	15,354,453.76	95,581.63
U. S. TREASURY INVESTMENTS	46,735,295.64	47,453,434.39	(718,138.75)
U. S. AGENCY INVESTMENTS	25,027,357.78	25,030,382.10	(3,024.32)
MUNICIPAL BONDS	6,161,985.58	6,163,649.61	(1,664.03)
COMMERCIAL PAPER	3,999,315.56	3,398,693.44	600,622.12
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	2,380,675.60	1,129,081.38	1,251,594.22
TOTAL INVESTMENTS	104,929,318.87	102,790,096.07	2,139,222.80
TOTAL CASH AND INVESTMENTS	108,200,573.40	106,620,155.51	1,580,417.89
	July 31, 2015	June 30, 2015	% CHANGE
IIIT MONEY MARKET FUNDS	4.9%	4.1%	21.5%
BMO HARRIS MONEY MARKET FUNDS	14.7%	14.9%	0.6%
U. S. TREASURY INVESTMENTS	44.5%	46.2%	-1.5%
U. S. AGENCY INVESTMENTS	23.9%	24.4%	0.0%
MUNICIPAL BONDS	5.9%	6.0%	0.0%
COMMERCIAL PAPER	3.8%	3.3%	17.7%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	2.3%	1.1%	110.9%
SUPRANATIONAL BONDS	0.0%	0.0%	N/A
TOTAL INVESTMENTS	100.0%	100.0%	2.1%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/15
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.180%	07/31/15	08/01/15	1	0.180%	\$ 14,534,250.19	\$ 14,534,250.19	\$ -	\$ 14,534,250.19	-
Revenue Bond Interest Account (01-121200)										
BMO Harris	0.000%	07/31/15	08/01/15		0.000%	\$ 9,785.20	\$ 9,785.20	\$ -	\$ 9,785.20	\$ -
Revenue Bond Principal (01-121300)										
BMO Harris	0.000%	07/31/15	08/01/15		0.000%	\$ 906,000.00	\$ 906,000.00	\$ -	\$ 906,000.00	\$ -
Water Fund General Account (01-121700)										
IIIT - Money Market	0.030%	07/31/15	08/01/15	1	0.030%	5,042,019.94	5,042,019.94	-	5,042,019.94	-
JP Morgan Sec LLC CP	0.000%	07/07/15	08/10/15	10	0.210%	1,000,000.00	999,960.00	111.11	999,848.89	-
Bank of Tokyo Mitsubishi CP	0.000%	07/24/15	08/10/15	10	0.210%	1,000,000.00	999,960.00	22.22	999,937.78	-
Credit Agricole CIB NY CP	0.000%	05/27/15	08/24/15	24	0.240%	1,000,000.00	999,846.67	440.00	999,406.67	-
BNP PARIBAS FINANCE CP	0.000%	05/27/15	09/28/15	59	0.280%	1,000,000.00	999,548.89	513.33	999,035.56	-
			Weighted Avg Maturity		0.121%	\$ 9,042,019.94	\$ 9,041,335.50	\$ 1,086.66	\$ 9,040,248.84	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	0.030%	07/31/15	08/01/15	1	0.030%	10,258.11	10,258.11	-	10,258.11	-
US Treasury Notes	2.000%	01/30/13	01/31/16	184	0.440%	35,000.00	35,271.25	(1,350.23)	36,621.48	1.90
US Treasury Notes	2.000%	03/04/14	01/31/16	184	0.300%	170,000.00	171,435.50	(4,062.94)	175,498.44	9.24
US Treasury Notes	0.375%	06/03/14	05/31/16	305	0.380%	75,000.00	74,995.10	6.82	74,988.28	47.64
US Treasury Notes	0.375%	08/03/15	05/31/16	305	0.280%	105,000.00	105,086.13	-	105,086.13	68.85
US Treasury Notes	1.750%	04/04/14	05/31/16	305	0.540%	150,000.00	151,508.17	(2,394.17)	153,902.34	444.67
US Treasury Notes	0.375%	06/01/15	05/31/16	305	0.290%	170,000.00	170,116.16	(23.29)	170,139.45	107.99
US Treasury Notes	0.375%	03/23/15	05/31/16	305	0.390%	320,000.00	319,965.16	15.16	319,950.00	203.28
OR ST GO Bonds	0.497%	02/13/13	08/01/15	1	0.500%	100,000.00	100,000.00	-	100,000.00	248.50
IN ST Bonds Tax Rev	0.918%	12/23/13	01/15/16	168	0.920%	150,000.00	150,000.00	-	150,000.00	61.27
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	280	0.580%	200,000.00	199,947.84	83.84	199,864.00	366.67
FHLB (CALLABLE) Global Notes	0.375%	12/30/13	12/30/15	152	0.390%	150,000.00	149,990.66	35.66	149,955.00	48.44
Farmer Mac Agency Notes	0.350%	08/11/14	02/11/16	195	0.350%	200,000.00	200,000.00	-	200,000.00	330.56
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	243	0.540%	115,000.00	114,971.95	103.05	114,868.90	193.26
Fannie Mae Global Notes	0.500%	08/29/13	03/30/16	243	0.710%	150,000.00	149,793.23	592.73	149,200.50	252.08
FHLMC Reference Note	0.400%	11/21/14	05/27/16	301	0.420%	125,000.00	124,979.65	17.15	124,962.50	88.89
			Weighted Avg Maturity		0.464%	\$ 2,225,258.11	\$ 2,228,318.91	\$ (6,976.22)	\$ 2,235,295.13	\$ 2,473.24

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/15
Water Fund Operating Reserve (01-121800)									
IIIT - Money Market	0.030%	07/31/15	08/01/15	1 0.030%	50,965.85	50,965.85	-	50,965.85	-
US Treasury Notes	1.000%	03/06/13	10/31/16	458 0.490%	690,000.00	694,370.39	(8,351.48)	702,721.87	1,743.75
US Treasury Notes	4.625%	01/10/14	02/15/17	565 0.920%	425,000.00	448,977.47	(23,951.24)	472,928.71	9,067.94
US Treasury Notes	1.000%	02/27/14	03/31/17	609 0.730%	1,075,000.00	1,079,747.88	(3,986.50)	1,083,734.38	3,612.70
US Treasury Notes	1.000%	03/19/14	03/31/17	609 0.920%	1,850,000.00	1,852,358.32	(1,905.35)	1,854,263.67	6,217.21
US Treasury Notes	0.625%	03/12/13	05/31/17	670 0.720%	675,000.00	673,893.06	1,424.31	672,468.75	714.65
US Treasury Notes	0.625%	05/15/14	05/31/17	670 0.830%	1,000,000.00	996,364.98	2,380.60	993,984.38	1,058.74
US Treasury Notes	2.500%	12/09/14	06/30/17	700 0.920%	750,000.00	772,464.39	(7,506.31)	779,970.70	1,630.43
US Treasury Notes	0.625%	10/31/12	09/30/17	792 0.750%	100,000.00	99,741.18	374.00	99,367.18	210.04
US Treasury Notes	0.625%	10/31/12	09/30/17	792 0.750%	300,000.00	299,223.53	1,121.97	298,101.56	630.12
US Treasury Notes	0.750%	11/01/12	10/31/17	823 0.740%	100,000.00	100,026.68	182.88	99,843.80	189.54
US Treasury Notes	0.625%	11/05/12	10/31/17	823 0.740%	175,000.00	175,046.69	320.04	174,726.65	331.69
US Treasury Notes	0.625%	05/09/14	11/30/17	853 1.180%	675,000.00	666,448.77	4,421.43	662,027.34	714.65
US Treasury Notes	0.750%	03/08/13	02/28/18	943 0.850%	1,500,000.00	1,496,194.55	3,460.17	1,492,734.38	4,707.88
US Treasury Notes	0.750%	04/30/15	03/31/18	974 0.840%	700,000.00	698,301.24	160.61	698,140.63	1,764.34
US Treasury Notes	0.750%	04/23/15	03/31/18	974 0.870%	1,500,000.00	1,495,159.31	491.34	1,494,667.97	3,780.74
US Treasury Notes	0.625%	05/10/13	04/30/18	1,004 0.810%	625,000.00	621,820.95	2,509.43	619,311.52	987.18
US Treasury Notes	1.375%	02/04/15	07/31/18	1,096 0.920%	650,000.00	658,701.11	(1,404.36)	660,105.47	24.29
US Treasury Notes	1.250%	10/06/14	10/31/18	1,188 1.470%	575,000.00	570,979.56	988.35	569,991.21	1,816.41
US Treasury Notes	1.250%	06/03/14	11/30/18	1,218 1.410%	305,000.00	303,406.12	538.74	302,867.38	645.83
US Treasury Notes	1.500%	07/31/14	01/31/19	1,280 1.610%	1,075,000.00	1,071,085.45	1,082.52	1,070,002.93	43.82
US Treasury Notes	1.625%	09/04/14	03/31/19	1,339 1.600%	1,000,000.00	1,000,886.08	(207.67)	1,001,093.75	5,461.07
US Treasury Notes	1.625%	04/23/15	04/30/19	1,369 1.200%	1,500,000.00	1,523,089.29	(1,637.27)	1,524,726.56	6,159.99
US Treasury Notes	3.125%	11/03/14	05/15/19	1,384 1.500%	205,000.00	217,206.27	(2,319.90)	219,526.17	1,357.85
US Treasury Notes	1.750%	03/27/15	09/30/19	1,522 1.390%	1,500,000.00	1,521,522.38	(1,739.34)	1,523,261.72	8,821.72
US Treasury Notes	1.000%	02/27/15	09/30/19	1,522 1.420%	2,200,000.00	2,162,693.83	3,686.02	2,159,007.81	7,393.44
US Treasury Notes	1.000%	05/29/15	11/30/19	1,583 1.440%	1,050,000.00	1,030,502.50	764.22	1,029,738.28	1,778.69
OR ST GO Bonds	0.497%	02/13/13	08/01/15	1 0.500%	135,000.00	135,000.00	41.85	134,958.15	335.48
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	168 0.920%	350,000.00	350,000.00	-	350,000.00	142.96
CA ST GO Bonds	1.050%	03/27/13	02/01/16	185 0.930%	275,000.00	275,165.04	(764.46)	275,929.50	1,443.75
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	280 0.580%	850,000.00	849,778.30	356.30	849,422.00	1,558.33
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	320 1.050%	100,000.00	103,416.65	(10,421.35)	113,838.00	638.89
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	320 1.050%	300,000.00	310,249.96	(31,264.04)	341,514.00	1,916.67
IN ST Bond Bank Txbl Rev Bonds	1.022%	06/05/13	07/15/16	350 1.020%	275,000.00	275,000.00	-	275,000.00	124.91
CA ST Taxable GO Bonds	1.750%	10/22/13	11/01/17	824 1.660%	700,000.00	701,429.16	(1,069.84)	702,499.00	3,062.50
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	1,158 1.470%	150,000.00	150,000.00	-	150,000.00	736.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,158 1.650%	565,000.00	565,000.00	-	565,000.00	3,107.50
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	1,323 1.970%	300,000.00	300,000.00	-	300,000.00	2,072.70
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	1,384 2.000%	135,000.00	135,000.00	-	135,000.00	570.86
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,523 1.680%	310,000.00	310,000.00	-	310,000.00	1,734.97
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	1,646 1.880%	375,000.00	389,000.58	(815.67)	389,816.25	2,807.29

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/15
Water Fund Operating Reserve (01-121800) Continued...									
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	2.620%	402,775.53	426,356.81	(81.78)	426,438.59	1,174.76
FNMA Series 2015-M1 ASQ2	1.626%	01/30/15	02/01/18	1.260%	200,000.00	201,699.86	(298.64)	201,998.50	271.00
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	0.830%	175,000.00	176,639.72	(109.65)	176,749.37	228.04
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	2.030%	398,476.70	426,121.02	-	426,121.02	1,494.29
FHLB Global Notes	2.000%	10/29/14	09/09/16	0.500%	895,000.00	909,802.43	(10,069.62)	919,872.05	7,060.56
FNMA Notes	1.250%	03/30/12	09/28/16	1.060%	200,000.00	200,424.85	(3,981.35)	204,406.20	854.17
FHLB Global Notes	0.500%	08/07/14	09/28/16	0.610%	290,000.00	289,645.97	298.47	289,347.50	495.42
FNMA Notes	1.250%	03/30/12	09/28/16	1.060%	500,000.00	501,062.12	(9,953.38)	511,015.50	2,135.42
FHLMC Notes	0.875%	10/01/13	10/14/16	0.770%	1,000,000.00	1,001,214.72	(1,825.28)	1,003,040.00	2,600.69
FHLB Global Notes	0.840%	03/24/15	03/24/17	0.840%	750,000.00	750,000.00	-	750,000.00	2,222.50
FHLB Global Notes	0.625%	05/15/15	05/30/17	0.670%	810,000.00	809,396.57	68.87	809,327.70	857.81
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	0.970%	165,000.00	165,105.26	(52.15)	165,157.41	146.67
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	0.960%	635,000.00	635,496.56	(246.39)	635,742.95	564.44
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	0.860%	95,000.00	95,256.87	(307.24)	95,564.11	7.92
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	0.860%	125,000.00	125,337.98	(404.27)	125,742.25	10.42
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	0.850%	205,000.00	205,590.81	(106.39)	205,697.00	17.08
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	0.820%	200,000.00	200,209.81	287.81	199,922.00	734.03
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	0.820%	475,000.00	475,498.29	683.54	474,814.75	1,743.32
Fannie Mae Global Notes	0.875%	11/27/13	10/26/17	0.820%	1,300,000.00	1,294,245.34	4,190.34	1,290,055.00	3,001.74
Freddie Mac Global Notes	0.875%	03/27/13	03/07/18	0.930%	450,000.00	449,368.79	556.79	448,812.00	1,575.00
Freddie Mac Global Notes	0.875%	03/12/13	03/07/18	1.020%	1,100,000.00	1,095,785.46	3,771.46	1,092,014.00	3,850.00
Fannie Mae Global Notes	0.875%	05/24/13	05/21/18	1.190%	500,000.00	495,671.72	3,246.72	492,425.00	850.69
Fannie Mae Global Notes	0.875%	05/22/13	05/21/18	1.050%	1,000,000.00	995,197.07	3,647.07	991,550.00	1,701.39
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	1.390%	990,000.00	997,674.21	(1,730.79)	999,405.00	2,860.00
Freddie Mac Global Notes	1.750%	12/03/14	05/30/19	1.490%	475,000.00	479,623.88	(772.12)	480,396.00	1,408.51
FNMA Notes	1.750%	12/03/14	11/26/19	1.610%	475,000.00	477,671.32	(392.43)	478,063.75	1,500.87
Weighted Avg Maturity			994	1.098%	\$ 40,882,218.08	\$ 41,010,314.76	\$ (86,620.41)	\$ 41,096,935.17	\$ 130,482.26

7

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/15
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)										
	0.030%	07/31/15	08/01/15	1	0.030%	26,590.02	26,590.02	-	26,590.02	-
US Treasury Notes	2.750%	10/21/13	11/30/16	488	0.690%	10,000.00	10,272.28	(360.14)	10,632.42	46.58
US Treasury Notes	2.750%	12/13/13	11/30/16	488	0.670%	145,000.00	148,997.54	(4,861.06)	153,858.60	675.48
US Treasury Notes	1.000%	03/17/14	03/31/17	609	0.790%	175,000.00	175,613.48	(500.78)	176,114.26	588.11
US Treasury Notes	1.000%	04/11/14	03/31/17	609	0.780%	175,000.00	175,623.58	(483.84)	176,107.42	588.11
US Treasury Notes	0.625%	02/05/14	05/31/17	670	0.820%	365,000.00	363,690.47	857.66	362,832.81	386.44
US Treasury Notes	0.625%	04/24/15	05/31/17	670	0.580%	500,000.00	500,391.88	(57.34)	500,449.22	529.37
US Treasury Notes	0.625%	05/15/14	11/30/17	853	1.030%	425,000.00	421,012.83	2,039.20	418,973.63	449.97
US Treasury Notes	0.750%	12/31/13	02/28/18	943	1.380%	485,000.00	477,330.09	4,568.76	472,761.33	1,522.21
US Treasury Notes	0.625%	05/13/13	04/30/18	1,004	0.820%	180,000.00	179,033.75	763.44	178,270.31	284.31
US Treasury Notes	0.625%	05/15/13	04/30/18	1,004	0.820%	180,000.00	179,045.06	753.65	178,291.41	284.31
US Treasury Notes	1.375%	02/20/15	09/30/18	1,157	1.260%	230,000.00	230,822.48	(111.90)	230,934.38	1,062.81
US Treasury Notes	1.625%	04/24/15	04/30/19	1,369	1.150%	630,000.00	640,898.91	(765.93)	641,664.84	2,587.19
US Treasury Notes	1.250%	01/12/15	02/29/20	1,674	1.480%	275,000.00	272,198.21	324.18	271,874.03	1,438.52
US Treasury Notes	1.125%	04/24/15	04/30/20	1,735	1.350%	300,000.00	296,923.10	169.19	296,753.91	852.92
US Treasury Notes	2.625%	01/12/15	11/15/20	1,934	1.640%	300,000.00	314,966.60	(1,486.53)	316,453.13	1,669.16
US Treasury Notes	2.250%	04/24/15	03/31/21	2,070	1.540%	250,000.00	259,601.23	(437.83)	260,039.06	1,890.37
US Treasury Notes	2.000%	01/12/15	05/31/21	2,131	1.720%	300,000.00	304,573.23	(407.24)	304,980.47	1,016.39
US Treasury Notes	1.875%	01/12/15	11/30/21	2,314	1.780%	260,000.00	261,550.60	(125.18)	261,675.78	825.82
US Treasury Notes	1.625%	02/26/15	08/15/22	2,572	1.780%	175,000.00	172,788.93	126.82	172,662.11	1,311.90
US Treasury Notes	1.750%	04/24/15	05/15/23	2,845	1.790%	390,000.00	388,820.90	39.65	388,781.25	1,446.80
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,158	1.650%	95,000.00	95,000.00	-	95,000.00	522.50
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,523	1.680%	40,000.00	40,000.00	-	40,000.00	223.87
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	1,646	1.880%	75,000.00	77,800.12	(163.13)	77,963.25	561.46
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	1,689	2.290%	70,000.00	70,000.00	-	70,000.00	562.03
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	1,750	2.250%	50,000.00	50,000.00	-	50,000.00	394.28
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	5,268	2.620%	99,509.25	105,335.22	(20.20)	105,355.42	290.24
FNMA SERIES 2015	2.013%	03/31/15	07/25/22	2,551	1.710%	24,301.21	24,534.51	(9.27)	24,543.78	40.77
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	699	0.970%	80,000.00	80,051.03	(25.29)	80,076.32	71.11
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	699	0.960%	300,000.00	300,234.59	(116.41)	300,351.00	266.67
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	1,025	1.300%	425,000.00	420,001.51	2,103.26	417,898.25	723.09
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	1,215	1.780%	475,000.00	472,673.28	1,064.78	471,608.50	1,372.22
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	1,299	1.550%	400,000.00	404,475.68	(1,468.32)	405,944.00	3,375.00
Weighted Avg Maturity			1,383		1.315%	\$ 7,910,400.48	\$ 7,940,851.11	\$ 1,410.20	\$ 7,939,440.91	\$ 27,859.81



DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/15
Capital Reserve (01-122000)										

IIIT - Money Market (PFM Asset Management)	0.497%	07/31/15	08/01/15	1	0.497%	44,819.40	44,819.40	-	44,819.40	-
US Treasury Notes	3.250%	12/31/14	06/30/16	335	0.510%	300,000.00	307,464.63	(4,781.46)	312,246.09	847.83
US Treasury Notes	1.500%	01/27/15	07/31/16	366	0.380%	775,000.00	783,601.05	(4,416.53)	788,017.58	31.59
US Treasury Notes	0.375%	04/06/15	10/31/16	458	0.410%	400,000.00	399,850.68	38.18	399,812.50	379.08
US Treasury Notes	0.375%	01/05/15	10/31/16	458	0.520%	1,000,000.00	996,966.68	1,380.74	995,585.94	947.69
US Treasury Notes	0.875%	11/01/13	11/30/16	488	0.620%	200,000.00	200,672.05	(874.82)	201,546.87	296.45
US Treasury Notes	0.875%	02/04/15	12/31/16	519	0.440%	500,000.00	503,048.45	(1,053.11)	504,101.56	380.43
US Treasury Notes	0.875%	12/31/14	12/31/16	519	0.710%	1,000,000.00	1,002,378.16	(981.22)	1,003,359.38	760.87
US Treasury Notes	1.000%	12/31/14	03/31/17	609	0.810%	875,000.00	877,766.29	(959.29)	878,725.58	2,940.57
US Treasury Notes	1.000%	02/27/15	03/31/17	609	0.680%	1,570,000.00	1,578,370.13	(2,116.98)	1,580,487.11	5,276.23
US Treasury Notes	0.500%	01/27/15	07/31/17	731	0.740%	615,000.00	612,032.44	756.07	611,276.37	8.36
US Treasury Notes	0.500%	12/31/14	07/31/17	731	0.960%	810,000.00	802,668.29	2,128.84	800,539.45	11.01
US Treasury Notes	0.625%	01/05/15	09/30/17	792	1.020%	1,000,000.00	991,474.15	2,216.34	989,257.81	2,100.41
US Treasury Notes	0.625%	11/03/14	11/30/17	853	0.990%	200,000.00	198,299.97	534.34	197,765.63	211.75
US Treasury Notes	0.625%	04/23/15	11/30/17	853	0.780%	1,500,000.00	1,494,752.90	612.27	1,494,140.63	1,588.11
US Treasury Notes	0.750%	12/03/14	12/31/17	884	1.010%	225,000.00	223,602.97	378.36	223,224.61	146.74
US Treasury Notes	0.875%	12/31/14	01/31/18	915	1.160%	1,000,000.00	993,083.18	1,598.80	991,484.38	23.78
US Treasury Notes	0.750%	03/27/15	03/31/18	974	0.990%	150,000.00	149,039.44	123.42	148,916.02	378.07
US Treasury Notes	0.750%	04/30/15	03/31/18	974	0.840%	475,000.00	473,847.27	108.99	473,738.28	1,197.23
US Treasury Notes	0.750%	02/27/15	03/31/18	974	1.040%	930,000.00	922,903.48	1,113.64	921,789.84	2,344.06
US Treasury Notes	0.750%	04/23/15	03/31/18	974	0.880%	1,000,000.00	996,666.46	338.33	996,328.13	2,520.49
US Treasury Notes	0.750%	03/27/15	03/31/18	974	1.000%	1,500,000.00	1,490,342.43	1,240.87	1,489,101.56	3,760.74
US Treasury Notes	0.625%	05/29/15	04/30/18	1,004	1.000%	350,000.00	346,808.95	199.57	346,609.38	552.82
US Treasury Notes	1.375%	07/29/15	07/31/18	1,096	1.060%	400,000.00	403,739.95	(10.05)	403,750.00	14.95
US Treasury Notes	1.375%	07/06/15	07/31/18	1,096	1.110%	1,050,000.00	1,058,257.17	(192.05)	1,058,449.22	39.23
Orange County CA TXBL Rev Bonds	0.780%	01/13/15	05/02/16	276	0.780%	220,000.00	220,000.00	-	220,000.00	943.80
CA ST Taxable GO Bonds	1.250%	10/22/13	11/01/16	459	1.090%	100,000.00	100,197.93	(271.07)	100,469.00	312.50
UNIV OF CAL Taxable Rev Bonds	0.934%	03/25/15	05/15/17	654	0.930%	175,000.00	175,000.00	-	175,000.00	345.06
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	793	1.090%	35,000.00	35,000.00	-	35,000.00	127.17

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2015

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/15
Capital Reserve (01-122000) Continued...									
FNMA SERIES 2015 M1	1.626%	01/30/15	02/01/18	916 1.260%	100,000.00	100,849.93	(149.32)	100,999.25	135.50
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	975 1.260%	105,000.00	105,983.83	(65.79)	106,049.62	135.63
FNMA SERIES 2015 M3	0.392%	02/27/15	06/01/18	1,038 0.390%	79,513.88	79,493.11	-	79,493.11	28.73
FNMA SERIES 2015 M3	0.385%	03/31/15	09/25/18	1,152 0.380%	70,231.72	70,214.42	0.69	70,213.73	23.25
FNMA SERIES 2015 M3	0.356%	05/29/15	11/25/18	1,213 0.360%	59,334.27	59,320.78	0.57	59,320.21	18.17
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	1,615 0.770%	292,234.93	305,841.67	(548.39)	306,390.06	1,095.88
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	2,071 2.030%	278,933.69	298,284.72	-	298,284.72	1,046.00
FNMA Notes	1.250%	10/01/13	09/28/16	425 0.750%	70,000.00	70,403.74	(630.16)	71,033.90	298.96
FNMA Notes	1.250%	10/01/13	09/28/16	425 0.740%	105,000.00	105,615.24	(960.40)	106,575.64	448.44
FHLB Notes	0.500%	08/07/14	09/28/16	425 0.610%	200,000.00	199,755.84	205.84	199,550.00	341.67
FNMA Notes	1.250%	05/01/15	09/28/16	425 0.490%	400,000.00	403,486.10	(749.90)	404,236.00	1,708.33
FHLB Notes	0.500%	02/27/15	09/28/16	425 0.540%	1,600,000.00	1,599,333.84	245.84	1,599,088.00	2,733.33
FHLB Notes	0.625%	01/22/15	11/23/16	481 0.560%	400,000.00	400,360.00	(143.03)	400,503.03	472.22
FHLB Notes	0.625%	01/26/15	11/23/16	481 0.570%	600,000.00	600,401.94	(156.06)	600,558.00	708.33
FHLB Notes	1.625%	04/23/15	12/09/16	497 0.540%	1,475,000.00	1,496,511.98	(4,300.52)	1,500,812.50	3,462.15
FHLMC Reference Note	0.500%	01/16/15	01/27/17	546 0.590%	415,000.00	414,466.72	192.97	414,273.75	23.06
FHLMC Reference Note	0.500%	01/26/15	01/27/17	546 0.620%	575,000.00	573,946.97	361.47	573,585.50	31.94
FHLB Notes	0.875%	03/06/15	02/27/17	577 0.840%	150,000.00	150,015.05	(83.95)	150,099.00	561.46
FHLB Notes	0.850%	03/17/15	03/17/17	595 0.850%	450,000.00	450,000.00	-	450,000.00	1,423.75
FHLB Notes	0.840%	03/24/15	03/24/17	602 0.840%	450,000.00	450,000.00	-	450,000.00	1,333.50
FNMA Notes	1.125%	09/04/14	04/27/17	636 0.940%	475,000.00	476,517.17	(781.83)	477,299.00	1,395.31
FNMA Notes	1.125%	02/04/15	04/27/17	636 0.600%	850,000.00	857,652.13	(2,148.37)	859,800.50	2,496.88
FHLB Global Notes	0.625%	05/15/15	05/30/17	669 0.670%	585,000.00	584,564.19	49.74	584,514.45	619.53
Freddie Mac Global Notes	1.000%	08/14/14	07/28/17	728 1.000%	125,000.00	124,994.42	2.80	124,991.62	10.42
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	728 0.850%	1,000,000.00	1,002,881.04	(518.96)	1,003,400.00	83.33
Weighted Avg Maturity			711	0.786%	\$ 29,310,067.89	\$ 29,363,549.33	\$ (13,064.58)	\$ 29,376,613.91	\$ 49,142.79
TOTAL ALL FUNDS				0.793%	\$104,819,999.89	\$ 105,034,405.00	\$ (104,164.35)	\$ 105,138,569.35	\$ 209,958.10
Less: Unsettled Trades						(105,086.13)			
						\$ 104,929,318.87			
July 31, 2015	90 DAY US TREASURY YIELD			0.08%		Longest Maturity	2.845	\$ 390,000.00	
	3 month US Treasury Bill Index			0.04%					
	0-3 Year US Treasury Index			0.50%					
	1-3 Year US Treasury Index			0.63%					
	1-5 Year US Treasury Index			0.91%					
	1-10 Year US Treasury Index			1.21%					

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2015 to July 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 31,352,747
Cash payments to suppliers	(25,698,633)
Cash payments to employees	(768,779)
Net cash from operating activities	<u>4,885,335</u>

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	8,536,353
Cash Received from water quality loans	0
Net cash from noncapital financing activities	<u>8,536,353</u>

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	(26,823)
Principal Paid	(2,974,274)
Construction and purchase of capital assets	(1,985,075)
Net cash from capital and related financing activities	<u>(4,986,172)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	190,163
Net cash from investing activities	<u>190,163</u>

Net Increase (Decrease) in cash and investments 8,625,679

CASH AND INVESTMENTS, MAY 1, 2015 99,574,894

CASH AND INVESTMENTS, JULY 31, 2015 \$ 108,200,573

July 31, 2015
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	7/31/2015		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A. Operating Reserve	\$ 40,158,396	\$ 41,010,315	\$ 851,919
<i># of days per current fiscal year management budget</i>	120	123	
B. Capital Reserve	\$ 29,180,884	\$ 29,363,549	\$ 182,665
C. Long Term Water Capital Reserve	\$ 7,825,000	\$ 7,940,851	\$ 115,851
D. Principal Account	\$ 898,250	\$ 906,000	\$ 7,750
E. Interest Account	\$ 7,336	\$ 9,785	\$ 2,449
F. O+M Account (1)	\$ 11,613,916	\$ 17,805,505	\$ 6,191,588
G. Current Construction Obligation and Customer Construction Escrows	\$ 142,413	\$ 142,413	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 89,826,195	\$ 97,178,418	\$ 7,352,223

TABLE 2	
OTHER CASH	
H. General Fund	\$ 9,041,336
I. Sales Tax	\$ 1,980,820
TOTAL TABLE 2-OTHER CASH	\$ 11,022,155
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 108,200,573

Outstanding Balance 7/31/15

TABLE 3--DEBT
J. REVENUE BOND FINAL PAYMENT MAY-2016

\$ 8,982,550

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.

DuPage Water Commission



Annual Financial Report

For the Fiscal Years Ended
April 30, 2015 and 2014

Preliminary and Tentative
For Discussion Purposes Only

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

ANNUAL FINANCIAL REPORT

For the Years Ended
April 30, 2015 and 2014

Prepared by Finance Department

	<u>Page(s)</u>
INTRODUCTORY SECTION	
Principal Officials	i
FINANCIAL SECTION	
INDEPENDENT AUDITOR’S REPORT	1-2
GENERAL PURPOSE EXTERNAL FINANCIAL STATEMENTS	
Management’s Discussion and Analysis	MD&A 1-8
Basic Financial Statements	
Statements of Net Position	3-4
Statements of Revenues, Expenses, and Changes in Net Position	5
Statements of Cash Flows	6-7
Notes to Financial Statements	8-27
Required Supplementary Information	
Illinois Municipal Retirement Fund	
Schedule of Funding Progress	28
Schedule of Employer Contributions	29
Other Postemployment Benefit Plan	
Schedule of Funding Progress	30
Schedule of Employer Contributions	31
SUPPLEMENTAL DATA	
Schedule of Revenues, Expenses, and Changes in Net Position - Budget and Actual	32
STATISTICAL SECTION	
Sales Tax Revenues	33
State Water Allocations	34
Water Revenues and Usage	35

INTRODUCTORY SECTION

**DU PAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

PRINCIPAL OFFICIALS

April 30, 2015

General Manager

Mr. John F. Spatz, Jr.

Financial Administrator

Ms. Cheryl Peterson

Manager of Operations

Mr. Terrance McGhee

Commission administrative offices are located at:

600 East Butterfield Road
Elmhurst, IL 60126

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Members of the Board of Commissioners
DuPage Water Commission
Elmhurst, Illinois

We have audited the accompanying financial statements of the DuPage Water Commission (the Commission) as of and for the years ended April 30, 2015 and 2014, and the related notes to financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the Commission, as of April 30, 2015 and 2014, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Commission's basic financial statements. The introductory section, supplemental data, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental data is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental data is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Naperville, Illinois
June 5, 2015

Preliminary and Tentative
For Discussion Purposes Only

GENERAL PURPOSE EXTERNAL FINANCIAL STATEMENTS

OVERVIEW OF THE FINANCIAL STATEMENTS

This section of the DuPage Water Commission's annual financial report presents our discussion and analysis of the Commission's financial performance during the fiscal years ending April 30, 2015, 2014, and 2013.

This discussion and analysis is intended to serve as an introduction to the Commission's basic financial statements. The Commission's basic financial statements are comprised of the following components: Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, Statement of Cash Flows and Notes to the Financial Statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

The Statement of Net Position presents information on all the Commission's assets, deferred outflows, liabilities and deferred inflows, with the difference between the four reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Commission is improving or deteriorating. The Statement of Revenues, Expenses and Changes in Net Position presents the information necessary to show how the Commission's net position changed during the fiscal years ending April 30, 2015 and 2014.

Both statements are presented using the accrual basis of accounting, which is similar to the accounting method used by most private-sector companies.

The Statement of Cash Flows provides information on the Commission's gross sources and uses of cash during the fiscal year.

The Notes to the Financial Statements generally provide more detailed information about the Commission's assets, deferred outflows, liabilities, deferred inflows, net position and operations, as well as summarize the Commission's significant accounting policies.

FINANCIAL OPERATIONS SUMMARY

The Commission's net position rose by approximately \$43.6 million in fiscal year 2015. Revenues and contributions were \$154.8 million in fiscal 2015 compared to expenses totaling \$111.2 million. The Commission's revenues were higher than expected due to increased sales tax collections, greater than projected emergency water sales and higher than budgeted investment income. Expenditures were lower than budgeted primarily due to lower than expected water purchases, increased energy cost savings, and continued cost savings through improved efficiencies throughout the Commission.

In fiscal year 2014, net position increased by \$36.2 million to \$405.7 million. Revenues of \$141.2 million were approximately 11% higher in fiscal year 2014 compared to the prior year. Expenses increased by approximately 6% to \$104.9 million compared to \$99.1 million in fiscal 2013. The Commission's revenues were above budgeted expectations due to increased water sales and higher than anticipated sales tax collections. Higher costs related to increased water purchases were more than offset by continued reductions to interest costs due to accelerated debt repayment and refinancing activities, as well as other cost saving initiatives. As of April 30, 2014, net investment in capital assets was \$326.4 million.

FINANCIAL ANALYSIS

Preliminary and Tentative
For Discussion Purposes Only

Changes in Net Position. The table on page MD&A 3 presents information on the Commission's assets, deferred outflows, liabilities, and deferred inflows, with the difference between the four reported as net position at April 30, 2015, 2014 and 2013. Net capital assets represent the total of assets capitalized less accumulated depreciation.

Fiscal Year 2015

Net capital assets decreased by \$7.2 million in fiscal year 2015 due to depreciation expense of \$8.0 million offset by investment in new construction and equipment of \$0.8 million.

Significant debt repayments, partially offset by a net decrease in capital assets, contributed to an increase of \$13.4 million in net investment in capital assets from the prior year. Debt used to finance capital assets decreased by \$20.6 million, of which \$21.1 million was from principal debt repayments related to capital assets, partially offset by net amortization of premium and loss on refunding costs of \$0.5 million.

Fiscal Year 2014

Net capital assets decreased by \$7.3 million in fiscal year 2014 due to depreciation expense of \$7.9 million offset by investment in new construction, vehicles and equipment of \$0.6 million.

Net investment in capital assets increased \$11.6 million from the prior year. This is due to the \$18.9 million decrease in debt used to finance capital assets offset by the \$7.3 million decrease in capital assets mentioned above. In the fiscal year 2014, principal debt repayments related to capital assets of \$19.4 million were partially offset by net amortization of premium and loss on refunding costs of \$0.5 million.

Preliminary and Tentative
For Discussion Purposes Only

COMPARATIVE SUMMARY OF NET POSITION
April 30,

	2015	2014	2013
Assets and Deferred Outflows of Resources			
Current:			
Cash and cash equivalents	\$ 19,428,913	\$ 18,825,424	\$ 20,351,459
Investments	80,361,000	51,074,297	44,817,141
Receivables	21,110,216	20,196,694	17,909,383
Other assets	545,631	514,364	474,028
Non-current:			
Long term loan receivable	490,437	539,481	588,526
Land and construction in process	12,464,421	12,051,670	13,250,482
Capital assets, net of depreciation	338,730,466	346,364,860	352,489,595
Total assets	473,131,084	449,566,790	449,880,614
Deferred outflows of resources:			
Unamortized loss on refunding	529,908	1,019,055	1,508,201
Total deferred outflows of resources	529,908	1,019,055	1,508,201
Total assets and deferred outflow of resources	473,660,992	450,585,845	451,388,815
Liabilities			
Current:			
Payables and accrued liabilities	9,077,001	8,183,231	7,204,558
Customer deposits	64,191	65,091	219,589
Bonds payable	11,056,250	14,094,250	16,381,250
Accrued interest	9,763	21,273	136,357
Capital lease payable	9,318	8,746	8,208
Unearned revenue	350,507	350,507	350,507
Non-current:			
Unearned revenue	2,804,054	3,154,561	3,505,068
Other liabilities	54,264	52,362	50,639
Notes payable	-	7,000,000	28,000,000
Capital lease payable	3,240	12,559	21,305
Bonds payable	898,300	11,954,550	26,048,800
Total liabilities	24,326,888	44,897,130	81,926,281
Net Position			
Net investment in capital assets	339,757,687	326,365,480	314,760,847
Unrestricted	109,576,417	79,323,235	54,701,687
NET POSITION	\$ 449,334,104	\$ 405,688,715	\$ 369,462,534

Revenues and Expenses. The table which follows presents a comparative summary of revenues, expenses and changes in net position for the years ended April 30, 2015, 2014 and 2013. The most significant source of revenues for the Commission continues to be from water sales.

Fiscal Year 2015

Water sales for fiscal year 2015 were 25.96 billion gallons versus 27.84 billion gallons last fiscal year. The charter customer operations and maintenance average water rate increased from an average of \$3.52 per thousand gallons to an average of \$4.19 per thousand gallons for fiscal year 2015 due to a rate increase of 17% in January 2015. Water revenue increased in the current fiscal year by \$10.8 million or 11.0% as a result of the higher rates, which were partially offset by a decline in water sales of 6.8%. There were no major new customers.

The Commission's sales tax revenues increased by \$1.8 million or 5.3%, similar to the growth rate in fiscal 2014. Sales tax revenues continued to show stable growth. Sales tax funds of \$7.1 million were used to reduce the customers' fixed cost payments for fiscal year 2015 by 50%. This practice started in fiscal year 1998 and has continued through fiscal year 2015.

Investment income increased by nearly \$0.7 million from the prior year due to improved investment yield rates, unrealized gains related to market values and higher investment balances. The Commission added and was able to fully fund a Capital Reserve fund in fiscal 2015. In addition to meeting the Capital Reserve target, the Commission met all the targeted balances for its other reserve funds as well. However, the growth rate on the yield on investments is still being restricted by the low interest rate environment.

Water distribution costs remain the highest expense in the Commission's operations. Water distribution costs increased \$6.4 million mainly due to the City of Chicago increasing their water rate charged to their customers partially offset by a decline of approximately 6.5% in water purchases in fiscal 2015.

Fiscal Year 2014

In fiscal year 2014, water sales declined to 27.84 billion gallons compared to 29.23 billion gallons in the prior fiscal year. The charter customer operations and maintenance average water rate increased from \$2.89 per thousand gallons to \$3.52 per thousand gallons for fiscal year 2014. Higher water rates were the reason the Commission's water revenue increased by \$13.4 million or 14.5% compared to the prior year. An 18% rate increase was implemented on January 1st in the fiscal year.

The Commission's sales tax revenues increased by \$1.8 million or 5.6% as the local economy continued to improve. Sales tax collections in the fiscal were similar to amounts received in fiscal year 2008. In addition, \$7.1 million of sales tax funds were used to reduce the customers' fixed cost payments for fiscal year 2014 by 50%. This practice started in fiscal year 1998 and has continued through fiscal year 2014.

Investment income decreased \$0.4 million in part from the prior year due to unrealized losses in market values in the fiscal year versus unrealized gains in the prior year. The Commission also did not receive additional funds from escrow activity related to debt refinancing as in the prior year. In addition, the low interest rate environment continued to limit the growth rate on the yield on investments.

The highest expense in the Commission's operations remains water distribution costs. The City of Chicago increasing their water rate charged to their customers was the main driver of water distribution costs increasing by \$8.6 million (10.4%) in fiscal year 2014.

COMPARATIVE SUMMARY OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For the Fiscal Years Ending April 30,

	2015	2014	2013
REVENUES			
Operating:			
Water sales - all categories	\$ 116,795,994	\$ 106,009,331	\$ 92,600,883
Other	71,314	55,933	164,774
Nonoperating:			
Sales tax	36,791,962	34,945,975	33,098,620
Investment income	863,779	123,042	508,005
Total Revenue	154,523,049	141,134,281	126,372,282
EXPENSES			
Operating:			
Water supply costs	97,146,590	90,772,120	82,207,354
Depreciation	8,009,501	7,952,088	7,889,770
Personal services	3,832,775	3,721,139	3,682,195
Other	1,530,383	1,497,303	1,726,419
Nonoperating:			
Interest and other charges	697,636	997,221	3,563,014
(Gain) Loss on disposal of capital assets	(5,475)	89	-
Total Expense	111,211,410	104,939,960	99,068,752
Net income (loss) before contributions	43,311,639	36,194,321	27,303,530
Contributions	333,750	31,860	348,967
Change in net position	43,645,389	36,226,181	27,652,497
Net position, May 1	405,688,715	369,462,534	341,810,037
Net position, April 30	\$ 449,334,104	\$ 405,688,715	\$ 369,462,534

CAPITAL ASSETS AND DEBT ADMINISTRATION

Preliminary and Tentative
For Discussion Purposes Only

Capital Assets. The Commission's capital assets before depreciation totaled \$501.3 million in fiscal year 2015.

COMPARATIVE SUMMARY OF CHANGES IN NET CAPITAL ASSETS

For Fiscal Years Ending April 30,

	2015	2014	2013
Land and permanent easements	\$ 11,728,902	\$ 11,728,902	\$ 11,728,902
Construction in progress	735,519	322,768	1,521,580
Water mains	272,410,156	276,957,883	281,505,610
Buildings and other structures	55,439,851	57,650,587	60,215,251
Pumping equipment	10,509,775	11,258,702	10,532,375
Office furniture and equipment	276,920	352,406	93,147
Vehicles and other equipment	93,764	145,282	143,212
TOTAL CAPITAL ASSETS, NET	<u>\$351,194,887</u>	<u>\$358,416,530</u>	<u>\$365,740,077</u>

Detailed information about the Commission's capital assets is presented in the Notes to the Financial Statements.

Debt Administration. The Commission completed repayment of the \$40 million certificate of debt in October 2014. The Commission completed repayment of the \$30 million certificate of debt in June 2013. For the remaining debt outstanding, the Commission made no material changes in structure or changed any ordinances in fiscal year 2015.

In fiscal year 2013, the Commission implemented a new bond ordinance upon defeasance of the 2003 Revenue Bonds and issuance of the 2013 Revenue Bonds. The current bond ordinance does not include requirements for certain balances to be maintained in specific accounts. Account requirements under the 1987 revenue bond ordinance in relation to the 2003 Revenue Bonds were met each month the debt was outstanding in fiscal year 2013.

Fiscal Year 2015

On April 30, 2015, the 2013 Revenue Bond principal outstanding was \$12.0 million. All required revenue bond principal and interest payments were made monthly and on time during fiscal year 2015.

There were no Certificates of debt outstanding as of April 30, 2015, the remaining balance of \$7.0 million was paid on October 1, 2014, The Commission issued a \$30 million certificate of debt on December 2009, and a \$40 million certificate of debt was issued in May, 2010. Both were used to fund ongoing construction projects and purchase water from the City of Chicago.

No additional capital lease obligations were entered into in fiscal 2015. The principal value remaining on the capital lease set to expire in September 2016 was \$12,558.

Fiscal Year 2014

The required revenue bond principal and interest payments were made monthly and on time during fiscal year 2014. On April 30, 2014, remaining revenue bond principal outstanding was \$26.0 million.

As of April 30, 2014, the Commission had \$7.0 million in certificates of debt outstanding compared to \$28.0 million in certificates of debt at the end of the prior fiscal year. The remaining balance outstanding is part of the \$40 million certificate of debt issued in May, 2010. The remaining balance outstanding from April 30, 2013 on the \$30 million certificate of debt issued to the Commission in December 2009 was paid in June 2013. Both were used to fund ongoing construction projects and purchase water from the City of Chicago. No principal payments are required in fiscal 2015.

The principal value remaining on the capital lease set to expire in September 2016 was approximately \$21,300. In September 2011, the Commission entered into a capital lease obligation for office equipment which expires in five years. The value of the lease was approximately \$42,100. No additional capital lease obligations were entered into in fiscal 2014.

COMPARATIVE SUMMARY OF CHANGES IN OUTSTANDING DEBT
For Fiscal Years Ending April 30,

	2015	2014	2013
Certificates of debt	\$ -	\$7,000,000	\$28,000,000
Water revenue bonds	11,954,550	26,048,800	42,430,050
Capital lease	12,558	21,305	29,513
TOTAL OUTSTANDING DEBT	\$11,967,108	\$33,070,105	\$70,459,563

Detailed information about the Commission’s debt is presented in the Notes to the Financial Statements.

INVESTMENT PORTFOLIO

Fiscal Year 2015

The Commission’s investment portfolio totaled \$94.9 million. At the end of the fiscal year, the portfolio was earning 0.81%. The benchmarks adopted by the Commission are based on the nature of the accounts and expected duration of the investments. The indices range from the 3 month U.S. Treasury Bill index to the 1-10 year U.S. Treasury Bill index.

Commission funds were invested as follows at April 30, 2014: United States treasury obligations (50%), United States agency investments (26%), money market funds (15%), municipal bonds (7%), commercial paper (1%) and asset/mortgage backed securities (1%).

Fiscal Year 2014

The Commission’s investment portfolio totaled \$66.5 million. At the end of the fiscal year, the overall portfolio was earning approximately 0.53%. The benchmarks adopted by the Commission are based on the nature of the accounts and expected duration of the investments. The indices range from the 3 month U.S. Treasury Bill index to the 1-5 year U.S. Treasury Bill index.

Commission funds were invested as follows at April 30, 2014: United States treasury obligations (34%), United States agency investments (26%), money market funds (23%), commercial paper (10%), and municipal bonds (7%).

OTHER FINANCIAL INFORMATION

The Commission joined with the County of DuPage and the municipalities within the county to solve a water quality issue involving unincorporated areas not presently receiving a Lake Michigan water supply. As a wholesale distributor of Lake Michigan water, the Commission is not able to directly address this issue. However, the Commission agreed to make long-term, low-interest loans available to customer municipalities, retailers of Lake Michigan water, to extend their systems to serve county areas having water quality issues. The full extent of this contamination is unknown at this time. However, the Commission has committed to provide loans totaling not more than \$10 million toward mitigating the problem.

In total the Commission issued three loans for approximately \$5.6 million to charter customers during 2003-2007. Two of the loans were to be repaid in 13 installments, commencing in 2011 and continuing through 2023. Both of these loans have been paid in full. The third loan is to be repaid in 13 installments, commencing in 2014 and continuing through 2026. As of April 30, 2015 only \$0.5 million remained outstanding from the customers.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the DuPage Water Commission's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Financial Administrator, DuPage Water Commission, 600 E. Butterfield Road, Elmhurst, IL 60126-4642, (630) 834-0100. E-mail requests should be sent to admin@dpwc.org.

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

STATEMENTS OF NET POSITION

April 30, 2015 and 2014

	2015	2014
CURRENT ASSETS		
Cash and cash equivalents	\$ 19,428,913	\$ 18,825,424
Investments	80,361,000	51,074,297
Receivables		
Water sales	12,627,354	12,120,990
Accrued interest	187,862	126,660
Sales tax	8,295,000	7,900,000
Long-term loans receivable, current portion	49,044	49,044
Inventory	158,129	167,080
Prepaid expenses and deposits	338,458	347,284
Total current assets	<u>121,445,760</u>	<u>90,610,779</u>
NONCURRENT ASSETS		
Long-term loans receivable	<u>490,437</u>	<u>539,481</u>
Capital assets		
Not being depreciated	12,464,421	12,051,670
Being depreciated	488,855,835	488,518,909
Less accumulated depreciation	<u>(150,125,369)</u>	<u>(142,154,049)</u>
Net capital assets	<u>351,194,887</u>	<u>358,416,530</u>
Total noncurrent assets	<u>351,685,324</u>	<u>358,956,011</u>
Total assets	<u>473,131,084</u>	<u>449,566,790</u>
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized loss on refunding	<u>529,908</u>	<u>1,019,055</u>
Total deferred outflows of resources	<u>529,908</u>	<u>1,019,055</u>
Total assets and deferred outflows of resources	<u>473,660,992</u>	<u>450,585,845</u>

(This statement is continued on the following page.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

STATEMENTS OF NET POSITION (Continued)

April 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
CURRENT LIABILITIES		
Unearned revenue	\$ 350,507	\$ 350,507
Contract retentions	5,958	5,958
Customer deposits	64,191	65,091
Accounts payable	8,089,037	7,327,769
Accrued liabilities	753,050	629,305
Compensated absences	228,956	220,199
Capital lease payable	9,318	8,746
Revenue refunding bonds payable	11,056,250	14,094,250
Accrued interest payable	9,763	21,273
	<u>20,567,030</u>	<u>22,723,098</u>
LONG-TERM LIABILITIES		
Other postemployment benefits obligation	54,264	52,362
Unearned revenue	2,804,054	3,154,561
Capital lease payable	3,240	12,559
Revenue refunding bonds payable, net	898,300	11,954,550
Notes payable	-	7,000,000
	<u>3,759,858</u>	<u>22,174,032</u>
Total liabilities	<u>24,326,888</u>	<u>44,897,130</u>
NET POSITION		
Net investment in capital assets	339,757,687	326,365,480
Unrestricted	109,576,417	79,323,235
	<u>\$ 449,334,104</u>	<u>\$ 405,688,715</u>

See accompanying notes to financial statements.

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

STATEMENTS OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION

For the Years Ended April 30, 2015 and 2014

	2015	2014
OPERATING REVENUES		
Water sales		
Operations and maintenance costs	\$ 108,327,436	\$ 97,794,815
Fixed costs	7,143,137	7,144,872
Customer differential	1,325,421	1,069,644
Other income	71,314	55,933
	116,867,308	106,065,264
OPERATING EXPENSES		
Water supply costs	97,146,590	90,772,120
Personal services	3,832,775	3,721,139
Insurance	544,245	521,903
Professional and contractual services	554,877	506,567
Administrative costs	431,261	468,833
	102,509,748	95,990,562
OPERATING INCOME BEFORE DEPRECIATION	14,357,560	10,074,702
DEPRECIATION	8,009,501	7,952,088
OPERATING INCOME	6,348,059	2,122,614
NON-OPERATING REVENUES (EXPENSES)		
Sales tax	36,791,962	34,945,975
Investment income	863,779	123,042
Interest and other charges	(697,636)	(997,221)
Gain (Loss) on disposal of capital assets	5,475	(89)
	36,963,580	34,071,707
NET INCOME BEFORE CONTRIBUTIONS	43,311,639	36,194,321
Contributions	333,750	31,860
CHANGE IN NET POSITION	43,645,389	36,226,181
NET POSITION, MAY 1	405,688,715	369,462,534
NET POSITION, APRIL 30	\$ 449,334,104	\$ 405,688,715

See accompanying notes to financial statements.

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

STATEMENTS OF CASH FLOWS

For the Years Ended April 30, 2015 and 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 115,938,223	\$ 103,398,491
Cash payments to suppliers	(98,851,798)	(92,203,195)
Cash payments to employees	(2,744,501)	(2,672,180)
Other cash receipts	71,314	55,933
Net cash from operating activities	<u>14,413,238</u>	<u>8,579,049</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	36,396,962	34,545,975
Cash received from water quality loans	49,044	49,045
Net cash from noncapital financing activities	<u>36,446,006</u>	<u>34,595,020</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid on revenue bonds	(192,024)	(416,856)
Interest paid on notes payable	(26,860)	(204,651)
Interest paid on capital lease payable	(1,115)	(1,652)
Principal paid on revenue refunding bonds	(14,094,250)	(16,381,250)
Principal paid on notes payable	(7,000,000)	(21,000,000)
Principal paid on capital lease payable	(8,747)	(8,208)
Construction and purchases of capital assets	(448,633)	(707,217)
Net cash from capital and related financing activities	<u>(21,771,629)</u>	<u>(38,719,834)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on investments	587,558	324,614
Proceeds from sale of investments	60,171,277	46,536,091
Purchase of investments	(89,242,961)	(52,840,975)
Net cash from investing activities	<u>(28,484,126)</u>	<u>(5,980,270)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	603,489	(1,526,035)
CASH AND CASH EQUIVALENTS, MAY 1	<u>18,825,424</u>	<u>20,351,459</u>
CASH AND CASH EQUIVALENTS, APRIL 30	<u><u>\$ 19,428,913</u></u>	<u><u>\$ 18,825,424</u></u>

(This statement is continued on the following page.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

STATEMENTS OF CASH FLOWS (Continued)

For the Years Ended April 30, 2015 and 2014

	2015	2014
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	\$ 6,348,059	\$ 2,122,614
Adjustments to reconcile operating income (loss) to net cash from operating activities		
Depreciation	8,009,501	7,952,088
Changes in assets and liabilities		
Increase in water sales receivable	(506,364)	(2,105,835)
Decrease in inventory	8,951	-
Decrease (Increase) in prepaid expenses and deposits	8,826	(40,336)
Decrease in due from other governments	-	64,680
Decrease in unearned revenue	(350,507)	(350,507)
Increase in accounts payable	761,268	844,183
Increase in accrued liabilities and compensated absences	132,502	244,937
Increase in other postemployment benefits obligation	1,902	1,723
Decrease in customer deposits	(900)	(154,498)
	\$ 14,413,238	\$ 8,579,049
NET CASH FROM OPERATING ACTIVITIES		
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES		
Contributions	\$ 333,750	\$ 31,860
NONCASH INVESTING ACTIVITIES		
Unrealized gain/(loss) on investments	\$ 215,019	\$ (47,728)

See accompanying notes to financial statements.

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

NOTES TO FINANCIAL STATEMENTS

April 30, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The DuPage Water Commission (the Commission) is a county water commission, body politic and corporate, political subdivision and unit of local government, in DuPage County, Illinois, existing and operating under the Water Commission Act of 1985 (70 ILCS 3720), effective July 30, 1985, as amended (the 1985 Commission Act). The Commission declared the official start of operations on May 1, 1992.

The Board of Commissioners consists of 13 members. Seven of the Board members are appointed by the DuPage County Board Chairman with the advice and consent of the County Board. One of these appointees is designated as Chairman of the Commission and must be approved by the Board of Commissioners. The other six Board members are appointed by vote of the mayors of municipalities within the DuPage County districts.

The purpose and objectives of the Commission are:

- a. To provide water to municipalities and other customers within DuPage County.
- b. To plan, construct, acquire, develop, operate, maintain, and/or contract for facilities for receiving, storing, and transmitting water from Lake Michigan for the principal use and mutual benefit of the municipalities and other customers.
- c. To provide adequate supplies of such water on an economical and efficient basis for the municipalities and other customers.
- d. To provide a forum for discussion, study development, and implementation of recommendations of mutual interest regarding water distribution and supply facilities within DuPage County.

The primary authority to designate management, influence operations, formulate budgets, and set water rates rests with the Board of Commissioners. Significant matters that require Board action include setting water rates, borrowing funds, amending the Chicago Water Supply Contract or Commission by-laws, and employing the general manager, treasurer, financial administrator, and professional contractors. These significant matters must carry a majority vote of all commissioners, which majority must contain at least one-third of the DuPage County appointed Board members and 40% of the municipality appointed Board members.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The financial statements of the Commission have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to government units (hereinafter referred to as generally accepted accounting principles (GAAP)). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Commission's accounting policies are described below.

a. Reporting Entity

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

b. Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the statement of net position. Proprietary fund operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in total net position.

The accrual basis of accounting is utilized by proprietary funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Operating revenues/expenses include all revenues/expenses directly related to providing enterprise fund services. Non-operating revenues/expenses are incidental to the operation of the fund.

c. Fund Accounting

Enterprise Funds

Enterprise Funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the Commission is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the Commission has decided that periodic determination of revenues earned, expenses incurred, and net income or loss is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

d. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Commission's proprietary funds consider all certificates of deposit and all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

e. Investments

Investments with a maturity of one year or less when purchased are stated at cost or amortized cost. Investments and negotiable certificates of deposits with a maturity date greater than one year from the date of purchase are recorded at fair value.

f. Accounts Receivable

Customer receivables are recorded as receivables and revenues at their original invoice amount. Management has determined no allowance for uncollectible accounts necessary as of April 30, 2015 and 2014. A receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 40 days.

g. Prepaid Expenses

Payments made to vendors for services that will benefit periods beyond the date of this report, if any, are recorded as prepaid expenses.

h. Inventory

Inventories are accounted for at cost, using the first-in/first-out (FIFO) method.

i. Capital Assets - Property, Plant, and Equipment

Property, plant, and equipment are recorded at cost. If actual cost cannot be determined, estimated historical cost is used; donated capital assets are valued at their estimated fair market value on the date donated. Capital assets are defined by the Commission as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Depreciation of property, plant, and equipment has been provided for over the estimated useful lives using the straight-line method. Estimated useful lives are as follows:

	<u>Years</u>
Water mains	80
Buildings and other structures	40
Pumping equipment	30
Office furniture and equipment	3-10
Vehicles and other equipment	5-25

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

i. Capital Assets - Property, Plant, and Equipment (Continued)

Maintenance and repairs are charged to expense in the year incurred. Expenses that extend the useful life or increase productivity of property, plant, and equipment are capitalized. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

j. Bond Discounts, Bond Premiums, and Losses on Refundings

Bond discounts, bond premiums, and losses on refundings are deferred and amortized over the term of the bonds using the bonds outstanding method, which approximates the effective interest method. Bond discounts and losses on refundings are presented as a reduction of the face amount of bonds payable; bond premiums are presented as an addition to the face amount of bonds payable. Bond issuance costs are expensed in the period incurred.

k. Compensated Absences

Employees earn vacation based on their anniversary date with the Commission. Earned vacation may be accumulated and is payable to the employee upon termination of employment and, therefore, is accrued through April 30. Accumulated sick leave is not reimbursable upon termination of employment and, therefore, is not accrued.

l. Unearned Revenue

Payments from member communities due in subsequent years and received in the current year are reported as unearned revenue.

m. Net Position

Restricted net position represent amounts required to be segregated by bond ordinance provisions. None of the net position is restricted as a result of enabling legislation adopted by the Commission. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Net investment in capital assets represents the net book value of capital assets less long-term debt principal outstanding issued to construct or acquire capital assets.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

n. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Commission does not have any deferred inflows of resources that meet this criteria.

o. Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. DEPOSITS AND INVESTMENTS

The Commission's investment policy limits investments of the Commission's funds to the following: (a) direct or fully guaranteed obligations of the U.S. Government; (b) fully guaranteed obligations of certain U.S. federally chartered agencies; (c) interest-bearing demand or time deposits in banks and savings and loan associations; (d) short-term obligations of U.S. corporations with assets exceeding \$500,000,000 and with a rating of A1/P1; (e) money market mutual funds whose portfolio consists solely of U.S. Government obligations; (f) the Illinois Funds Investment Pool of the State of Illinois; (g) state and local obligations rated A- to A3 or better; and (h) repurchase agreements.

It is the policy of the Commission to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Commission and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, safety, liquidity, and rate of return.

2. DEPOSITS AND INVESTMENTS (Continued)

a. Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Commission's deposits may not be returned to it. The Commission's investment policy allows for the pledging of collateral for all bank balances in excess of federal depository insurance, with collateral held by a third party under a trust agreement or safekeeping agreement. The bank balance of cash and certificates of deposit was fully insured or collateralized at April 30, 2015 and 2014.

b. Investments

The following table presents the investments and maturities of the Commission's debt securities as of April 30, 2015 and 2014:

Investment Type	2015				
	Investment Maturities (in Years)				
	Fair Value	Less than 1	1-5	6-10	Greater than 10
U.S. Treasury notes	\$ 47,723,168	\$ 207,738	\$ 45,520,653	\$ 1,994,777	\$ -
U.S. agency	24,328,605	615,643	23,712,962	-	-
Municipal bond	6,349,125	1,182,457	5,116,005	50,663	-
Commercial paper	1,199,581	1,199,581	-	-	-
Asset backed/mortgage backed securities	760,521	-	735,294	25,227	-
TOTAL	\$ 80,361,000	\$ 3,205,419	\$ 75,084,914	\$ 2,070,667	\$ -

Investment Type	2014				
	Investment Maturities (in Years)				
	Fair Value	Less than 1	1-5	6-10	Greater than 10
U.S. Treasury notes	\$ 22,893,238	\$ 1,289,851	\$ 21,603,387	\$ -	\$ -
U.S. agency	17,115,855	1,679,710	15,436,145	-	-
Commercial paper	6,597,829	6,597,829	-	-	-
Municipal bond	4,467,375	650,292	3,817,083	-	-
TOTAL	\$ 51,074,297	\$ 10,217,682	\$ 40,856,615	\$ -	\$ -

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with its investment policy, the Commission limits its exposure to interest rate risk by structuring the portfolio to provide liquidity

2. DEPOSITS AND INVESTMENTS (Continued)

b. Investments (Continued)

for short and long-term cash flow needs while providing a reasonable rate of return based on the current market. Investments cannot have a maturity greater than five years except commercial paper which is limited to 210 days and investments within the Long-Term Water Capital Reserve, which may have a maximum maturity of 10 years provided that such investments have a maximum five-year weighted average maturity.

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The Commission limits its exposure to credit risk by primarily investing in U.S. Government obligations and external investment pools. The money market fund and Illinois Funds are AAA rated. The commercial paper is rated A1 and the municipal bonds are rated A to AAA or are not rated.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the Commission will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the Commission's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by an independent third-party custodian in the Commission's name and evidenced by safekeeping receipts. Money market funds are not subject to custodial credit risk.

Concentration of credit risk is the risk of loss due to a high percentage of the Commission's investments being invested with any one issuer. The Commission's investment policy places no limit on the amount the Commission may invest in any one issuer, except for commercial paper which is limited to 5% of the total portfolio.

3. LOANS RECEIVABLE

On April 25, 2002, the Commission approved a motion for a proposed agreement to make long-term, low-interest loans available to Charter Customer municipalities for the purpose of providing financing under certain circumstances to future customers who presently live in areas of DuPage County not presently served by the Commission. Three intergovernmental agreements with Charter Customers were made during 2003-2007. Two of the loans were to be repaid in 13 installments, commencing in 2011 and continuing through 2023. Both of these loans have been paid in full. The third loan is to be repaid in 13 installments, commencing in 2014 and continuing through 2026. Interest at a rate of 2% per annum shall be paid annually until the principal balance of the loan has been paid in full. As of April 30, 2015 and 2014, loans totaling \$539,481 and \$588,525 were due from the customers, respectively.

3. LOANS RECEIVABLE (Continued)

Payments due from Charter Customers are as follows:

Fiscal Year Ending April 30	2015	
	Principal	Interest
2016	\$ 49,044	\$ 10,790
2017	49,044	9,809
2018	49,044	8,828
2019	49,044	7,847
2020	49,044	6,866
2021-2025	245,217	19,617
2026	49,044	981
TOTAL	\$ 539,481	\$ 64,738

Fiscal Year Ending April 30	2014	
	Principal	Interest
2015	\$ 49,044	\$ 11,771
2016	49,044	10,790
2017	49,044	9,809
2018	49,044	8,828
2019	49,044	7,847
2020-2024	245,218	24,521
2025-2026	98,087	2,942
TOTAL	\$ 588,525	\$ 76,508

4. CAPITAL ASSETS

Capital asset activity for years ended April 30, 2015 and 2014 is as follows:

	2015			
	Balances May 1	Additions	Retirements	Balances April 30
Capital assets not being depreciated				
Land and permanent easements	\$ 11,728,902	\$ -	\$ -	\$ 11,728,902
Construction in progress	322,768	455,008	42,257	735,519
Total capital assets not being depreciated	12,051,670	455,008	42,257	12,464,421

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

Preliminary and Tentative
For Discussion Purposes Only

4. CAPITAL ASSETS (Continued)

	2015			Balances April 30
	Balances May 1	Additions	Retirements	
Capital assets being depreciated				
Water mains	\$ 364,135,069	\$ -	\$ -	\$ 364,135,069
Buildings and other structures	102,504,660	365,610	-	102,870,270
Pumping equipment	16,614,240	-	-	16,614,240
Office furniture and equipment	4,596,723	9,497	-	4,606,220
Vehicles and other equipment	668,217	-	38,181	630,036
Total capital assets being depreciated	488,518,909	375,107	38,181	488,855,835
Less accumulated depreciation				
Water mains	87,177,186	4,547,727	-	91,724,913
Buildings and other structures	44,854,073	2,576,346	-	47,430,419
Pumping equipment	5,355,538	748,927	-	6,104,465
Office furniture and equipment	4,244,317	84,983	-	4,329,300
Vehicles and other equipment	522,935	51,518	38,181	536,272
Total accumulated depreciation	142,154,049	8,009,501	38,181	150,125,369
Total capital assets being depreciated, net	346,364,860	(7,634,394)	-	338,730,466
CAPITAL ASSETS, NET	\$ 358,416,530	\$ (7,179,386)	\$ 42,257	\$ 351,194,887

	2014			Balances April 30
	Balances May 1	Additions	Retirements	
Capital assets not being depreciated				
Land and permanent easements	\$ 11,728,902	\$ -	\$ -	\$ 11,728,902
Construction in progress	1,521,580	595,982	1,794,794	322,768
Total capital assets not being depreciated	13,250,482	595,982	1,794,794	12,051,670
Capital assets being depreciated				
Water mains	364,135,069	-	-	364,135,069
Buildings and other structures	102,495,971	8,689	-	102,504,660
Pumping equipment	15,177,305	1,436,935	-	16,614,240
Office furniture and equipment	4,665,865	329,687	398,829	4,596,723
Vehicles and other equipment	616,086	52,131	-	668,217
Total capital assets being depreciated	487,090,296	1,827,442	398,829	488,518,909

4. CAPITAL ASSETS (Continued)

	2014			
	Balances May 1	Additions	Retirements	Balances April 30
Capital assets being depreciated				
Water mains	\$ 82,629,459	\$ 4,547,727	\$ -	\$ 87,177,186
Buildings and other structures	42,280,720	2,573,353	-	44,854,073
Pumping equipment	4,644,930	710,608	-	5,355,538
Office furniture and equipment	4,572,718	70,339	398,740	4,244,317
Vehicles and other equipment	472,874	50,061	-	522,935
Total accumulated depreciation	134,600,701	7,952,088	398,740	142,154,049
Total capital assets being depreciated, net	352,489,595	(6,124,646)	89	346,364,860
CAPITAL ASSETS, NET	\$ 365,740,077	\$ (5,528,664)	\$ 1,794,883	\$ 358,416,530

5. WATER CONTRACT WITH THE CITY OF CHICAGO

The Commission has entered into a 40-year contract (from March 19, 1984) with the City of Chicago, Illinois (the Chicago Contract), under which the City of Chicago (the City) has agreed to supply all of the Commission’s water requirements, up to 1.7 times the year’s annual average day amount, with water of such quality as will meet or exceed applicable standards of the state and federal governments. The Chicago Contract provides that the cost of water to the Commission is furnished by the City through meters.

The Commission is obligated to purchase a minimum amount of water; such minimum is 50% of the aggregate Illinois Department of Natural Resources allocations. In fiscal 2015 and 2014, the Commission purchased 26.7 and 28.6 billion gallons of water, respectively from the City, which equaled 80.0% and 84.3%, respectively of the aggregate Illinois Department of Natural Resources allocations.

6. RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; injuries to and illnesses of the Commission’s employees. These risks, along with medical claims for employees and retirees, are provided for through insurance purchased from private insurance companies.

There have been no reductions in the Commission’s insurance coverage for any of its programs since the prior fiscal year. Settlements have not exceeded insurance coverage during the current year or prior three fiscal years.

7. LONG-TERM DEBT

a. A schedule of changes in long-term obligations payable is as follows:

	2015				
	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
Other postemployment benefits obligation	\$ 52,362	\$ 1,902	\$ -	\$ 54,264	\$ -
Notes payable	7,000,000	-	7,000,000	-	-
Capital Lease	21,305	-	8,747	12,558	9,318
Revenue refunding bonds	26,048,800	-	14,094,250	11,954,550	11,056,250
TOTAL	\$ 33,122,467	\$ 1,902	\$ 21,102,997	\$ 12,021,372	\$ 11,065,568

	2014				
	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
Other postemployment benefits obligation	\$ 50,639	\$ 1,723	\$ -	\$ 52,362	\$ -
Notes payable	28,000,000	-	21,000,000	7,000,000	-
Capital Lease	29,513	-	8,208	21,305	8,746
Revenue refunding bonds	42,430,050	-	16,381,250	26,048,800	14,094,250
TOTAL	\$ 70,510,202	\$ 1,723	\$ 37,389,458	\$ 33,122,467	\$ 14,102,996

b. Notes Payable

On December 21, 2009, the Commission issued \$30,000,000 Debt Certificates, Series 2009 to provide for the acquisition of water and for improvements and extensions to the existing facilities of the Commission. On June 21, 2013 the 2009 Debt Certificates were redeemed and prepaid in full. Principal was due in one installment on December 21, 2015; with a variable rate of interest that is determined and reset annually (1.5% as of April 30, 2013). The 2009 Debt Certificates also allowed optional redemption and prepayments, in whole and in part, on any semiannual interest payment date.

7. LONG-TERM DEBT (Continued)

b. Notes Payable (Continued)

On May 17, 2010, the Commission issued \$40,000,000 Debt Certificates, Series 2010 to provide for the acquisition of water and for improvements and extensions to the existing facilities of the Commission. On October 1, 2014 the 2010 Debt Certificates were redeemed and prepaid in full. The remaining principal was due in one installment on May 1, 2016. Interest was due on May 1 and November 1, 2014 with a variable rate of interest that is determined periodically (0.9% as of April 30, 2014). As of April 30, 2014, \$7,000,000 of principal was outstanding.

c. Revenue Bonds

In February 2013, the Commission issued \$42,430,050 Revenue Refunding Bonds Series 2013. Principal is due in monthly installments of \$898,250 to \$3,580,000, interest at 0.98% through maturity at May 15, 2016. The Series 2013 revenue bonds were issued to refund \$50,375,000 of outstanding Revenue Bond, Series 2003 (call date May 1, 2013) with an average interest rate of 3.98%. As such, the Series 2003 were retired and the liability for the debt has been removed from the Commission's books. As a result of the refunding, the Commission achieved cash flow savings of \$3,181,221 and an economic gain of \$3,181,241.

As of April 30, 2015 and 2014, \$11,954,550 and \$26,048,800, respectively, of principal remained outstanding on the Series 2013 bonds. In addition, the bonds are subject to certain terms and conditions contained in the Master Revenue Bond Ordinance (the Ordinance), which was approved in December 2012 by the Board and adopted when the Commission refinanced the Revenue Bonds, Series 2003, and issued the Revenue Bonds, Series 2013, in February 2013. Substantially all revenue generated from the Commission's operations are pledged to retire these bonds.

Payments due on the revenue bonds through maturity are as follows:

Fiscal Year Ending April 30,	<u>SERIES 2013 BONDS</u>	
	2015	
	Principal	Interest
2016	\$ 11,056,250	\$ 66,248
2017	898,300	734
TOTAL	\$ 11,954,550	\$ 66,982

7. LONG-TERM DEBT (Continued)

c. Revenue Bonds (Continued)

Fiscal Year Ending April 30,	<u>SERIES 2013 BONDS</u>	
	2014	
	Principal	Interest
2015	\$ 14,094,250	\$ 192,025
2016	11,056,250	66,248
2017	898,300	734
TOTAL	\$ 26,048,800	\$ 259,007

d. Revenue Bond Ordinance

On December 18, 2012, the Commission adopted the Ordinance authorizing the issuance of Water Revenue Bonds, Series 2013, for the purpose of replacing the 1987 Ordinance and refunding the Water Revenue Bonds, Series 2003.

The Ordinance required the establishment various accounts within the Water Fund designated as Operation and Maintenance Account, Interest Account, Principal Account, Bank Obligation Account, and General Account.

Revenues held or collected from owners and operation of the system are deposited in the Water Fund. Monies deposited in the Water Fund are required to be transferred to the extent available within the following accounts of the Water Fund in the indicated order:

Operation and Maintenance Account - There shall be credited to the Operation and Maintenance Account an amount sufficient to pay operation and maintenance costs which shall not cause the balance in such account at any time to be greater than the operation and maintenance maximum amount.

Interest Account - There shall next be credited to the Interest Account and paid immediately to the Purchaser the then current interest due on the Bonds plus, at the Commission's option, the interest due for the next following month. All moneys to the credit of said Account shall be used solely to pay interest on Outstanding Bonds.

7. LONG-TERM DEBT (Continued)

d. Revenue Bond Ordinance (Continued)

Principal Account - There shall next be credited to the Principal Account at the Commission's option, all or a portion of the principal due for the next following Fiscal Year. All moneys to the credit of the Principal Account shall be used solely to pay principal on Outstanding Bonds.

Bank Obligations Account - There shall next be credited to the Bank Obligations Account and paid immediately to the Purchaser any amounts due on Bank Obligations. All moneys to the credit of said Account shall be used solely to pay amounts due on Bank Obligations.

General Account - All moneys remaining in the Water Fund after crediting the required amounts to the respective Accounts hereinabove provided for and after making up any deficiency in any of said Accounts, including for past due amounts that remain unpaid, shall be credited to the General Account.

All the accounts are held by the Commission.

e. Capital Lease

In September 2011, the Commission entered into a capital lease obligation for office equipment which expires in five years. Future minimum lease payments under capital leases for the next five years in total are as follows:

Fiscal Year Ending April 30	Principal
2016	\$ 9,849
2017	3,283
Total Minimum Future Lease Payments	13,132
Less Interest	574
Present Value of Minimum Future Lease Payments	<u>\$ 12,558</u>

8. CONTINGENCIES

Contingent Liabilities

The Commission has certain other contingent liabilities resulting from litigation, claims, and commitments incident to the ordinary course of business. It is expected that final resolution of such contingencies will not materially affect the financial position or changes in financial position of the Commission.

9. MAJOR CUSTOMER

During fiscal year 2015 and 2014, approximately 5.1 and 5.6 billion gallons, or 19.68% and 20.05%, respectively of water sales revenue in the Water Fund were realized from the City of Naperville, the Commission's largest customer.

10. DEFINED BENEFIT PENSION PLAN

Illinois Municipal Retirement Fund

Plan Description. The Commission's defined benefit pension plan for regular employees provides retirement and disability benefits, post retirement increases, and death benefits to plan members and beneficiaries. The Commission's plan is affiliated with the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer plan. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained online at www.imrf.org.

IMRF provides two tiers of pension benefits. Employees hired prior to January 1, 2011, are eligible for Tier 1 benefits. For Tier 1 employees, pension benefits vest after eight years of service. Participating members who retire at age 55 (reduced benefits) or after age 60 (full benefits) with eight years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

Funding Policy. As set by statute, the Commission’s regular plan members are required to contribute 4.50% of their annual covered salary. The statute requires the Commission to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The Commission’s annual required contribution rate for calendar year 2014 was 11.52%. The Commission also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

Annual Pension Cost. For April 30, 2015 and 2014, the Commission’s annual pension cost of \$306,020 and \$311,561, respectively was equal to the Commission’s required and actual contributions. The required contribution for 2014 was determined as part of the December 31, 2012 actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions at December 31, 2012 included (a) 7.5% investment rate of return (net of administrative and direct investment expenses), (b) projected salary increases of 4% a year, attributable to inflation, (c) additional projected salary increases ranging from 0.4% to 10.0% per year depending on age and service, attributable to seniority/merit, and (d) postretirement benefit increases of 3% annually. The actuarial value of the Commission’s plan assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. The Commission regular plan’s unfunded actuarial accrued liability at December 31, 2012 is being amortized as a level of percentage of projected payroll on an open 29 year basis.

Employer annual pension costs (APC), actual contributions, and the net pension obligation (NPO) are as follows. The NPO is the cumulative difference between the APC and the contributions actually made.

	Fiscal Year	Illinois Municipal Retirement
Annual pension cost (APC)	2013	\$ 304,608
	2014	311,561
	2015	306,020
Actual contributions	2013	\$ 304,608
	2014	311,561
	2015	306,020

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

	Fiscal Year	Illinois Municipal Retirement
Percentage of APC contributed	2013	100.00%
	2014	100.00%
	2015	100.00%
NPO	2013	\$ -
	2014	-
	2015	-

Funded Status and Funding Progress. The funded status and funding progress of the plan as of December 31, 2014 and 2013 was as follows:

	2014	2013
Actuarial accrued liability (AAL)	\$ 7,987,331	\$ 7,684,981
Actuarial value of plan assets	6,684,330	6,582,996
Unfunded actuarial accrued liability (UAAL)	1,303,001	1,101,985
Funded ratio (actuarial value of plan assets/AAL)	83.69%	85.66%
Covered payroll (active plan members)	\$ 2,696,649	\$ 2,563,971
UAAL as a percentage of covered payroll	48.32%	42.98%

The schedule of funding progress, presented as required supplementary information following the notes to financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the AAL for benefits.

11. OTHER POSTEMPLOYMENT BENEFITS

a. Plan Description

In addition to providing the pension benefits described, the Commission provides postemployment health care benefits (OPEB) for retired employees through a single-employer defined benefit plan (the Plan). The benefits, benefit levels, employee contributions, and employer contributions are governed by the Commission and can be amended by the Commission. Certain benefits are controlled by state laws and can only be changed by the Illinois Legislature. The Plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the Plan. The Plan does not issue a separate report.

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

b. Benefits Provided

The Commission provides pre and post-Medicare postretirement health insurance to retirees, their spouses and dependents (enrolled at time of employee's retirement). To be eligible for benefits, the employee must qualify for retirement under one of the Commission's retirement plans. The retirees pay the blended premium. Upon a retiree becoming eligible for Medicare, the amount payable under the Commission's health plan will be reduced by the amount payable under Medicare for those expenses that are covered under both.

c. Membership

At April 30, 2013, the most recent actuarial valuation, membership consisted of:

Retirees and beneficiaries currently receiving benefits	2
Terminated employees entitled to benefits but not yet receiving them	-
Active vested plan members	23
Active nonvested plan members	<u>11</u>
TOTAL	<u>36</u>
Participating employers	<u>1</u>

d. Funding Policy

The Commission is not required to and currently does not advance fund the cost of benefits that will become due and payable in the future. Active employees do not contribute to the Plan until retirement.

e. Annual OPEB Costs and Net OPEB Obligation

The Commission's annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for 2015, 2014 and 2013 was as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
April 30, 2013	\$ 8,133	78.30%	\$ 50,639
April 30, 2014	8,093	78.71%	52,362
April 30, 2015	8,272	77.00%	54,264

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

e. Annual OPEB Costs and Net OPEB Obligation (Continued)

The net OPEB obligation as of April 30, 2015 and 2014 was calculated as follows:

	2015	2014
Annual required contribution	\$ 7,755	\$ 7,755
Interest on net OPEB obligation	2,094	2,026
Adjustment to annual required contribution	(1,577)	(1,688)
Annual OPEB cost	8,272	8,093
Contributions made	6,370	6,370
Increase in net OPEB obligation	1,902	1,723
Net OPEB obligation, beginning of year	52,362	50,639
NET OPEB OBLIGATION, END OF YEAR	\$ 54,264	\$ 52,362

Funded Status and Funding Progress: The funded status of the Plan as of April 30, 2013, the most recent actuarial valuation, was as follows:

Actuarial accrued liability (AAL)	\$ 86,237
Actuarial value of plan assets	-
Unfunded actuarial accrued liability (UAAL)	86,237
Funded ratio (actuarial value of plan assets/AAL)	0.00%
Covered payroll (active plan members)	\$ 2,643,508
UAAL as a percentage of covered payroll	3.26%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to financial statements, presents multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

e. Annual OPEB Costs and Net OPEB Obligation (Continued)

Actuarial methods and assumptions - projections of benefits for financial reporting purposes are based on the substantive plan (the Plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the April 30, 2013 actuarial valuation, the entry-age normal actuarial cost method was used. The actuarial assumptions included an investment rate of return of 4% and an initial healthcare cost trend rate of 8% with an ultimate healthcare inflation rate of 6%. Both rates include a 3% inflation assumption and 4% wage inflation assumption. The actuarial value of assets was not determined as the Commission has not advance funded its obligation. The Plan's unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at April 30, 2013 was 30 years.

12. CUSTOMER PREPAYMENTS

Payments from non-Charter Customers for customer differential revenues are reported as unearned revenues. These unearned revenues will be amortized on a straight-line basis through April 30, 2024. Customer differentials represent payments for connecting to the Commission's system as well as fixed costs charged to subsequent customers to cover costs which would have been paid by subsequent customers if they had been Charter Customers.

13. SALES TAX

Beginning June 1, 2016, the sales tax imposed may no longer be imposed or collected, unless a continuation of the tax is approved by the voters at a referendum.

REQUIRED SUPPLEMENTARY INFORMATION

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

SCHEDULE OF FUNDING PROGRESS
ILLINOIS MUNICIPAL RETIREMENT FUND

April 30, 2015

Actuarial Valuation December 31	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry-Age	(3) Funded Ratio (1) / (2)	(4) Unfunded AAL (UAAL) (2) - (1)	(5) Covered Payroll	UAAL as a Percentage of Covered Payroll (4) / (5)
2009	\$ 5,026,706	\$ 6,359,912	79.04%	\$ 1,333,206	\$ 2,760,942	48.29%
2010	4,142,473	5,795,662	71.48%	1,653,189	2,537,383	65.15%
2011	4,783,201	6,361,630	75.19%	1,578,429	2,484,345	63.54%
2012	5,501,960	6,949,144	79.17%	1,447,184	2,514,715	57.55%
2013	6,582,996	7,684,981	85.66%	1,101,985	2,563,971	42.98%
2014	6,684,330	7,987,331	83.69%	1,303,001	2,696,649	48.32%

On a market value basis, the actuarial value of assets as of December 31, 2014 is \$7,798,666. On a market basis, the funded ratio would be 97.64%.

The actuarial value of assets and accrued liability cover active and inactive members who have service credit with the DuPage Water Commission. They do not include amounts for retirees. The actuarial accrued liability for retirees is 100% funded.

(See independent auditor's report.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
ILLINOIS MUNICIPAL RETIREMENT FUND**

April 30, 2015

Fiscal Year	Employer Contributions	Annual Required Contribution (ARC)	Percentage Contributed
2010	\$ 265,581	\$ 265,581	100.00%
2011	271,059	271,059	100.00%
2012	282,693	282,693	100.00%
2013	304,608	304,608	100.00%
2014	311,561	311,561	100.00%
2015	306,020	306,020	100.00%

(See independent auditor's report.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

SCHEDULE OF FUNDING PROGRESS
OTHER POSTEMPLOYMENT BENEFIT PLAN

April 30, 2015

Actuarial Valuation Date April 30	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry-Age	(3) Funded Ratio (1) / (2)	(4) Unfunded AAL (UAAL) (2) - (1)	(5) Covered Payroll	UAAL as a Percentage of Covered Payroll (4) / (5)
2010	\$ -	\$ 78,076	0.00%	\$ 78,076	\$ 2,820,206	2.77%
2011	*	*	*	*	*	*
2012	*	*	*	*	*	*
2013	-	86,237	0.00%	86,237	2,643,508	3.26%
2014	*	*	*	*	*	*
2015	*	*	*	*	*	*

*The requirements under GASB Statement No. 45 require an actuarial valuation every three years. Therefore, no actuarial valuation was done as of April 30, 2011, 2012, 2014 and 2015.

(See independent auditor's report.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
OTHER POSTEMPLOYMENT BENEFIT PLAN**

April 30, 2015

Fiscal Year	Employer Contributions	Annual Required Contribution (ARC)	Percentage Contributed
2010	\$ 6,370	\$ 8,760	72.72%
2011	6,370	7,755	82.14%
2012	6,370	7,755	82.14%
2013	6,370	7,755	82.14%
2014	6,370	7,755	82.14%
2015	6,370	7,755	82.14%

(See independent auditor's report.)

SUPPLEMENTAL DATA

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

SCHEDULES OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL

For the Years Ended April 30, 2015 and 2014

	<u>Budget</u>	<u>2015 Actual</u>	<u>Variance</u>	<u>2014 Actual</u>
OPERATING REVENUES				
Water sales				
Operations and maintenance costs	\$ 109,793,259	\$ 108,327,436	\$ (1,465,823)	\$ 97,794,815
Fixed costs	7,143,137	7,143,137	-	7,144,872
Customer differential	921,086	1,325,421	404,335	1,069,644
Other income	-	71,314	71,314	55,933
	<u>117,857,482</u>	<u>116,867,308</u>	<u>(990,174)</u>	<u>106,065,264</u>
OPERATING EXPENSES				
Water supply costs	100,961,724	97,146,590	(3,815,134)	90,772,120
Personal services	4,096,998	3,832,775	(264,223)	3,721,139
Insurance	633,200	544,245	(88,955)	521,903
Professional and contractual services	879,760	554,877	(324,883)	506,567
Administrative costs	653,465	431,261	(222,204)	468,833
	<u>107,225,147</u>	<u>102,509,748</u>	<u>(4,715,399)</u>	<u>95,990,562</u>
OPERATING INCOME BEFORE DEPRECIATION	10,632,335	14,357,560	3,725,225	10,074,702
DEPRECIATION	8,236,000	8,009,501	(226,499)	7,952,088
OPERATING INCOME	<u>2,396,335</u>	<u>6,348,059</u>	<u>3,951,724</u>	<u>2,122,614</u>
NON-OPERATING REVENUES (EXPENSES)				
Sales tax	33,000,000	36,791,962	3,791,962	34,945,975
Investment income	336,000	863,779	527,779	123,042
Interest and other charges	(901,500)	(697,636)	203,864	(997,221)
Loss on disposal of capital assets	-	5,475	5,475	(89)
	<u>32,434,500</u>	<u>36,963,580</u>	<u>4,529,080</u>	<u>34,071,707</u>
NET INCOME BEFORE CONTRIBUTIONS	34,830,835	43,311,639	8,480,804	36,194,321
Contributions	298,391	333,750	35,359	31,860
CHANGE IN NET POSITION	<u>\$ 35,129,226</u>	<u>43,645,389</u>	<u>\$ 8,516,163</u>	<u>36,226,181</u>
NET POSITION, MAY 1		<u>405,688,715</u>		<u>369,462,534</u>
NET POSITION, APRIL 30		<u>\$ 449,334,104</u>		<u>\$ 405,688,715</u>

(See independent auditor's report.)

STATISTICAL SECTION

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

Preliminary and Tentative
For Discussion Purposes Only

SALES TAX REVENUES

FOR THE YEARS ENDED APRIL 30

Year Ended	Sales Tax Revenues
2015	\$ 36,791,962
2014	34,945,975
2013	33,098,620
2012	31,878,312
2011	30,780,825

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

STATE WATER ALLOCATIONS

	(Millions Gallons Per Day) ⁽¹⁾		
	2010	2020	2030
Addison	4.230	4.457	4.682
Argonne National Laboratory (2)	0.758	0.758	0.758
Bensenville	2.571	2.616	2.660
Bloomington	2.767	3.048	3.327
Carol Stream	4.213	4.600	4.926
Clarendon Hills	0.832	0.888	0.942
Darien	2.934	3.254	3.293
Downers Grove	6.589	7.265	7.937
DuPage County			
Glen Ellyn Heights	0.210	0.283	0.395
Steeple Run	0.183	0.189	0.195
S.E.R.W.F.	0.643	0.708	0.782
Hobson Valley	0.051	0.126	0.195
York Township	0.172	0.172	0.172
Elmhurst	4.699	4.749	4.797
Glenn Ellyn	2.985	3.164	3.349
Glendale Heights	2.869	2.977	3.086
Hinsdale	2.762	2.923	3.081
Illinois American			
Arrowhead	0.190	0.190	0.190
Country Club Estates	0.105	0.105	0.105
Dupage/Lisle	0.555	0.585	0.615
Liberty Ridge East	0.042	0.048	0.054
Liberty Ridge West	0.305	0.349	0.400
Lombard Heights	0.065	0.065	0.065
Valley View	0.700	0.700	0.700
Itasca	1.666	1.951	2.143
Lisle	3.024	3.261	3.497
Lombard	4.777	5.177	5.572
Naperville	18.803	21.683	24.560
Oak Brook	4.205	4.508	4.675
Oak Brook Terrace	0.281	0.293	0.293
Roselle	2.206	2.357	2.508
Villa Park	2.146	2.206	2.284
Westmont	2.945	3.069	3.173
Wheaton	5.821	6.008	6.191
Willowbrook	1.267	1.452	1.636
Winfield	1.011	1.188	1.366
Wood Dale	1.613	1.680	1.747
Woodridge	3.876	4.479	4.479
Total average mgd	<u>95.071</u>	<u>103.531</u>	<u>110.830</u>

(1) State Water allocations are expressed in terms of average quantity per day. Actual use in a day may exceed average daily use.

(2) The state has determined that no water allocation permit is required for Argonne National Laboratory to draw water from Lake Michigan. The figures set forth in this table represent the maximum amount of water the Commission is obligated to sell to Argonne National Laboratory.

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

**Preliminary and Tentative
For Discussion Purposes Only**

WATER REVENUES AND USAGE


FOR THE YEARS ENDED APRIL 30

Year Ended	Water Sales (1)	Gallons Sold (in 000's)
2015	\$ 115,470,573	25,959,645
2014	104,939,687	27,841,047
2013	91,680,699	29,228,914
2012	68,784,739	27,508,123
2011	58,863,923	28,110,957

(1) Amounts include water sales from operation and maintenance costs and fixed costs, excludes customer differential


DATE: August 11, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Finance Committee	ORIGINATING DEPARTMENT Finance
ITEM Authorizing the Transfer of Funds from the General Account to the Operating Reserve Account	APPROVAL 
<p>Account Numbers: 01-121700 and 01-121800</p> <p>The request is to transfer \$5 million in funds into the Operating Reserve Account from the General Account. The current target being met in the Operating Reserve is the minimum target balance of 120 days of the current fiscal year management budget expense total less depreciation. The transfer would allow the Commission to increase the number of day's coverage to approximately 135 days of operations.</p> <p>The transfer would also allow the Commission to improve the rate of return on the \$5 million because the funds could be invested in longer term maturities, which usually have higher yields, in the Operating Reserve account as compared to the General Account.</p> <p>The Commission is positioning this reserve to be greater than the minimum prior to the end of the collection of sales tax revenues in June 2016. The purpose of the designated Operating Reserve Fund is to cover rate stabilization, emergencies and unscheduled costs relating to the operation of the Commission's water system.</p>	
MOTION: Authorizing the Transfer of Funds from the General Account to the Operating Reserve Account	

DATE: August 13, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Contract Agreement	APPROVAL	
<p>Account Number: 01 -60-628000</p> <p>To extend the Agreement between DuPage Water Commission and Rory Group, LLC., for consulting services in an amount not to exceed \$18,000.00 for one additional year (see attached agreement)</p>			
<p>MOTION: To Authorize the Execution of a Consulting Agreement with Rory Group, LLC., for a one year period, in an amount not to exceed 18.000.00.</p>			

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the "Consultant") and the Du Page Water Commission (the "Company") as of the ___ day of _____, 2015.

WHEREAS, the Company wishes to obtain the benefits of Consultant's experience and know-how in connection with the operation of Company's development business; and

WHEREAS, the Company wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to the Company 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 Company and Consultant agree as follows:

1. Consulting Services.

a. The Company hereby engages Consultant as a consultant to the Company, 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: (1) provide support for sales and marketing; (2) troubleshoot on existing projects; and (3) provide compliance support (4) perform such other additional services as may be assigned to Consultant from time to time by the Company including, but not limited to, lobbying activities and market place expansion.

b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the President of the Company and/or the Company's CEO or other 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:

(1) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Company, or otherwise bind the Company, in any manner whatsoever;

(2) engage in any conduct, or cause the Company to engage in any conduct, which would result in the Company's breach or violation of any agreement, law, ordinance, or regulation;

(3) sign any checks on behalf of or authorize any payments by the Company in any manner whatsoever.

d. The Company acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than the Company (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of the Company.

2. **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on _____, 2015 and shall end on _____, 2016.
3. **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, the Company agrees to pay Consultant a total fee ("Fee") of Eighteen Thousand Dollars (\$18,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: One Thousand Five Hundred Dollars (\$1,500) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in full with one (1) payment.
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 Company 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 Company, Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. The Company reserves the right to review all expenses incurred by the Consultant on the Company's behalf. If the Company elects to review the expenses incurred by Consultant, Consultant shall provide the Company with a detailed expense report within ten (10) days after request by the Company for the same.
6. **Termination of Agreement.** Either Party may elect to terminate this Agreement upon the occurrence of any of the following:
 - (1) A written notice, signed by Consultant and the President and/or the CEO or other designated representative of the Company, electing to terminate this Agreement;
 - (2) If Consultant; (A) is unwilling to perform its duties or obligations pursuant to this Agreement or otherwise violates this Agreement, (B) commits any dishonest, fraudulent or grossly negligent act in its capacity as a consultant to the Company, (C) in bad faith acts in a manner materially inconsistent with the best interests of the Company; or (D) otherwise breaches this Agreement;
 - (3) If Consultant fails to perform as mutually agreed herein and Company outlines, in written notice, consultant's nonperformance as being a specific cause for termination of the Agreement and Consultant does not cure such failure or nonperformance within ten (10) days of receipt of such written notice.

7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder on a full-time basis for more than thirty (30) days during the period of the Consulting Agreement, the Company shall have the right to terminate this Agreement.
8. **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Company, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture of the Company, and the Company shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Company may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
9. **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Company. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of the Company:
- (1) disclose, directly or indirectly, any confidential information to anyone outside the employ of the Company, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
 - (2) use, directly or indirectly, any confidential information for the benefit of anyone other than the Company.
10. **Indemnification.** The Company 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 Company. Additionally, Consultant shall indemnify the Company 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.
11. **NOTICES**
- All Notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by Client shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

Company to: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Attn: _____

And to : DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Attn: General Counsel

To Consultant: Rory Group, LLC.
212 W. Washington St. Suite 1904
Chicago, IL 60606
Facsimile: (312)726-1405

And to: Thomas R. Raines
Attorney at Law, LLC
20 N. Wacker Drive
Suite 550
Chicago, IL 60606
Fax : 312-226-1164

All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

12. 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.

13. Miscellaneous.

- a. This Agreement constitutes the entire agreement of Consultant and the Company 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.

(Signature page follows)

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

CONSULTANT:

COMPANY:

Rory Group, LLC.

DuPage Water Commission

By: _____

By: _____

Name: Thomas A. Manion

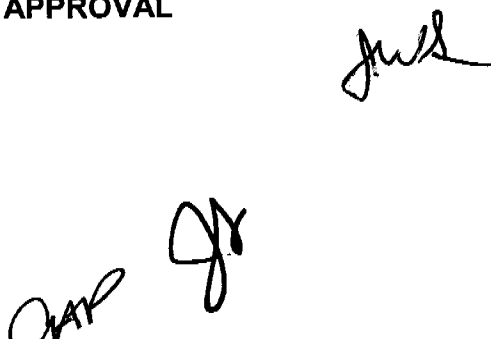
Name: _____

Title: President

Title: _____

DATE: August 13, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the August 20, 2015, DuPage Water Commission Meeting Resolution No. R-21-15	APPROVAL 
<p>Account Numbers: 01-60-663300</p> <p>The Commission entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-21-15 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 020: This Work Authorization was issued to Divane Bros. Electric Co., and the work began prior to Board approval to repair/replace the Cathodic Protection (CP) Rectifier Site TS8-2 in Downers Grove. The control boxes were knocked down and badly damaged in a vehicle accident on Saturday, June 13, 2015. Cathodic Protection Management (CPM) is the firm that originally was involved in the installation, tested, and commissioned the CP Rectifier Sites. CPM will be working with Divane as a sub-contractor. Staff is working to contact the insurance company of the person driving the car that had the accident to recoup the total costs.</p> <p>The total cost for this work is estimated at \$16,500.00.</p>	
MOTION: To adopt Resolution No. R-21-15.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-21-15

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12
AT THE AUGUST 20, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

WHEREAS, Contract QRE-6/12 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical 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 QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.020

LOCATION:

TS8-2, 75th Street and Lyman Ave, Downers Grove

CONTRACTOR:

Divane Bros. Electrical Company

DESCRIPTION OF WORK:

Purchase all necessary parts and materials to rebuild and replace the CP Rectifier Site per the TS-8/12 contract specifications and drawing. Have the rectifier and remote monitoring unit sent to respective manufacturers for inspection and repair as necessary. Install, test, and commission the equipment in accordance with the original operation and provide a report summarizing the results including all data obtained, evaluation of data, and operating recommendations.

REASON FOR WORK:

The Rectifier Site was hit and destroyed during a vehicle accident.

MINIMUM RESPONSE TIME:

None

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

Reuse any of the parts and materials from the original Rectifier Site that are reusable.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

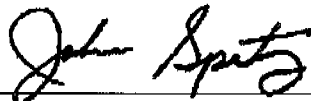
SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

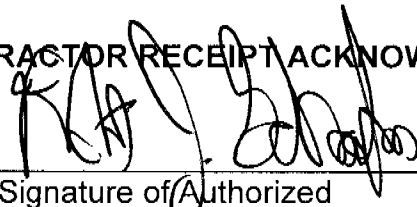
- Contract TS-8/12 Sections 2.1 through 2.4
 - 2.1 Rectifiers
 - 2.2 Remote Monitoring Units
 - 2.3 Door Switch
 - 2.4 Rectifier Junction Box
- Contract Drawing TS-8/12 sheet 19, Rectifier Details

DUPAGE WATER COMMISSION

By: 
Signature of Authorized
Representative

DATE: 6/23/15

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: 
Signature of Authorized
Representative
Robert J. Schaeffer - VP Operations

DATE: June 26, 2015



DUPAGE WATER COMMISSION

SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

contained in a galvanized steel housing. A secondary connection cable (loop) will be attached to the anode assembly and pulled back into the directional drill hole simultaneously with the anode assembly, anode junction box, and a 50V/40A air-cooled rectifier. (SEE 1.2b REGARDING ORDERING OF RECTIFIER).

- b) The Project shall include the installation of three (3) impressed current rectifiers as indicated on the Contract Drawings. The rectifier size provided is an estimate only. The rectifier will be sized by the Engineer upon installation of the groundbed. The rectifier will not be installed until the groundbed installation and testing is complete.
- c) The Project may include installing ten (10) Insulating Flange Test Stations as indicated on the Contract Drawings.
- d) The Project may include the installation of ten (10) foreign line bond boxes as indicated on the Contract Drawings.
- e) No work shall be performed without the presence of the Owner or its representative. At the discretion of the Owner, specific aspects of the project may not be performed without the presence of the Engineer.

1.3 Key Dates

- a) The Contractor shall commence work on the Project Commencement Date.
- b) Final Completion shall be as required by Section 5 of Attachment A.

2.0 PROJECT SPECIFICS

2.1 Rectifiers

- a) Equipment
 - 1) Rectifiers shall be air-cooled rectifiers as manufactured by Universal Rectifiers.
 - 2) The three (3) rectifiers shall have the following features:
 - Air-cooled
 - Standard rectifier (manual taps)
 - Rectifier Output shall be the following for each rectifier:
 - o 50 DC volts / 30 DC amps at stationing 119+25 (Location #1 – Site #2)



DUPAGE WATER COMMISSION

SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

- o 50 DC volts / 35 DC amps at stationing 365+00
(Location #2 – Site #8)
 - o 42 DC volts / 30 DC amps at stationing 554+00
(Location #3 – Site #14)
- Stack type Selenium
 - Voltage control
 - AC input 115/230 1 Phase
 - Dual input wired for high voltage
 - AC and DC arrestors
 - 115 VAC convenience outlet
 - 50mV=50Amp SW Holloway Shunt
 - Secondary A/C breaker
 - NMEA standard cabinet (3R)
 - Hot dipped galvanized cabinet with no manufacturer's external labels on the external surfaces of the cabinet
 - Cabinet shall have access to internal components by means of side opening doors or panels
 - Cabinet shall be lockable
- 3) Manufacturer other than Universal Rectifiers requires the written approval of the Owner and the Engineer.
- b) Installation
- 1) Rectifiers shall be installed at locations as indicated on Contract Drawings and in the manner indicated; however, rectifier locations should be installed within 8 feet from the right-of-way, if feasible.
 - 2) The Contractor shall contact electric utility prior to rectifier installation.
 - 3) The rectifier units shall be provided with AC power.
 - 4) All field wiring is the responsibility of the Contractor.
 - 5) All wiring and installation shall meet all applicable codes.
 - 6) Rectifiers shall be tested for proper operation in the field by



DUPAGE WATER COMMISSION

SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

the Corrosion Control Representative.

- 7) Rectifier post must be a breakaway design.
- 8) Rectifier shall be installed in the presence of the Owner Representative.

2.2 Remote Monitoring Units

a) Equipment

- 1) Rectifiers shall be equipped with remote monitors as manufactured by Elecsys Corporation. Manufacturer other than Elecsys Corporation requires the written approval of the Owner and the Engineer.
- 2) The remote monitors shall have the following features:
 - Watchdog Mesh Rectifier Monitor with GPS sync interruption capability
 - GSM cellular monitor unit with a smart mesh node capable of reading volts and amps
 - Interrupter with 100 amp mercury switch
 - Four digital inputs for dry contacts
 - Battery back-up
 - Loss power alarm/notification
 - Enclosure shall be lockable

b) Installation

- 1) Remote Monitors shall be installed as shown on the contract drawings and in the manner indicated.
- 2) Remote monitors will have three door switch alarms; one for the rectifier, the rectifier junction box, and the remote monitoring unit.
- 3) All field wiring and mounting is the responsibility of the Contractor.
- 4) Remote monitors shall be tested for proper operation in the field by the Corrosion Control Representative.

2.3 Door Switch

a) Equipment



DUPAGE WATER COMMISSION

SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

- 1) The rectifier, rectifier junction box, and remote monitoring unit will have door switch alarms.
 - 2) Door switches shall be Industrial Wide Gap Surface Mount Model Number 2507AH as manufactured by GE. Manufacturer other than GE requires the written approval of the Owner and the Engineer.
 - 3) The door switches shall have the following features:
 - 3"L x 1"H x 0.5"D
 - Form C (SPDT) hermetically sealed reed contact biased with an Alnico VII magnet
 - 3' stainless steel armored cable
 - 3/4" to 2" gap distance
- b) Installation
- 1) Door switches shall be installed per the Engineer and the Contract Drawings.
 - 2) The rectifier, rectifier junction box, and remote monitoring unit doors will each have a door switch installed which will be connected to the remote monitoring unit.
 - 3) All field wiring and mounting is the responsibility of the Contractor.

2.4 Rectifier Junction Box

- a) Equipment
- 1) Each rectifier shall have one (1) associated junction box that shall meet the following specifications.
 - 8" x 10" fiberglass enclosure; NEMA 4X
 - Copper buss bar for negative connections:
 - One (1) Holloway type SW shunt (50mV = 50A)
 - Three (3) lugs for #4 AWG, seven stranded copper cable
 - Copper buss bar for positive lead connections:
 - Two (2) Holloway type SW shunt (50mV = 50A)
 - Three (3) lugs for #4 AWG cable, seven stranded



DUPAGE WATER COMMISSION

SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

copper cable

- Enclosure shall be lockable
- The Junction Box shall be manufactured by Mesa Products. Manufacturer other than Mesa Products requires written approval of the Owner and Engineer.

b) Installation

- 1) Rectifier Junction Box shall be installed as shown on the contract drawings and in the manner indicated.
- 2) Restore site as appropriate and with appropriate, approved materials.
- 3) All wiring and mounting is the responsibility of the Contractor.

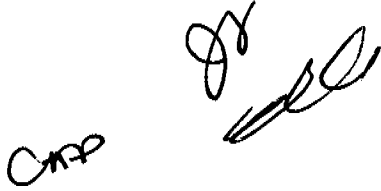
2.5 Foreign Line Bond Box

a) Equipment

- 1) Each bond location shall have one (1) associated foreign line bond box that shall meet the following specifications:
 - 8" x 10" fiberglass enclosure; NEMA 4X (depending on location)
 - Copper buss bar for negative connections:
 - Three (3) to five (5) lugs for #4 AWG, seven stranded copper cable
 - Three (3) to five (5) lugs for #10 AWG for test connections.
 - Enclosure shall be lockable
 - Labels for each test lead shall indicate the pipeline company, material, and diameter of pipeline
 - Example Label:
DuPage Water Commission
30" Steel Pipeline
 - The Bond Box shall be manufactured by Mesa Products. Manufacturer other than Mesa Products requires written approval of the Owner and Engineer.

b) Installation

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline				
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the August 20, 2015, DuPage Water Commission Meeting Resolution No. R-22-15	APPROVAL 				
<p>Account Number: 01-60-663100</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-22-15 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 10 to John Neri Construction Co., Inc. Staff has identified 19 separate and discreet locations where the pavement surrounding certain valve vaults and other at grade structures has failed. As a result, pavement removal and replacement, re-setting, and/or replacement of the structures frames and lids are necessary. Staff solicited cost estimates for this work from both of its QR-10 contractors and the results are listed in the table below:</p> <table border="1" data-bbox="203 1381 1474 1486"> <tr> <td>John Neri Construction Co Inc.</td> <td>\$93,100.00</td> </tr> <tr> <td>Rossi Contractors Inc.</td> <td>\$110,000.00</td> </tr> </table> <p>This work has been included in the FY 2015/16 management budget.</p> <p>Approval of Resolution R-22-15 would authorize John Neri Construction Co Inc. to adjust the frames and lids of 19 Commission structures at the locations listed on this Work Authorization. The work will include, among other things: traffic control and protection set up, monitoring, and removal, and the removal and replacement of the existing pavement base and surface course(s). The cost for this work is not known but is estimated to be \$93,100.00.</p> <p>MOTION: To adopt Resolution No. R-22-15.</p>		John Neri Construction Co Inc.	\$93,100.00	Rossi Contractors Inc.	\$110,000.00
John Neri Construction Co Inc.	\$93,100.00				
Rossi Contractors Inc.	\$110,000.00				

DUPAGE WATER COMMISSION

RESOLUTION NO. R-22-15

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE
AUGUST 20, 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

Resolution No. R-22-15

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

Board/Resolutions/R-22-15.docx

Exhibit 1

<u>Number</u>	<u>Contract</u>	<u>Page</u>	<u>Station</u>	<u>Location</u>	<u>City/Town</u>	<u>Size</u>
1	TE-1/88	4	44+53	On Jackson Blvd. 75' West of Austin Blvd	Oak Park	29"
2	TE-1/88			On Jackson Blvd. 150 East of Ridgeland	Oak Park	29"
3	TE-1/88	7	93+10	SE Corner of Jackson Blvd. and Euclid Ave.	Oak Park	39"
4	TE-03/94	28	323+48	EB Roosevelt Rd 100' West of Lathrop	Forest Park	32"
5	TOB E-87	29	366+12	SB President 500' South of Casa Solana	Wheaton	29"
6	TOB E-87	29	371+50	SB Blanchard St 100' N of Casa Solana Dr	Wheaton	25"
7	TOB E-87	39	500+83	NB President St 300' N Forest Ave	Wheaton	29"
8	TOB E-87	41	531+11	NB President St 100' North of Birdle Ln	Wheaton	25"
9	FOB 2/89	46	53+40	WB Warrenville Rd. 1000' East of Washington St	Naperville	29"
10	FOB 2/89	46	53+10	WB Warrenville Rd. 1000' East of Washington St	Naperville	29"
11	TN 1/88	48	625+57	SB West Ave 100' S of Utley	Elmhurst	29"
12	NW-1	16	144+37	SW Corner of Ardmore and Kenilworth Ave	Villa Park	25"
13	TS-5	2	21+33	NE Corner of 71st St and Fairview Ave	Darien	32"
14	TS-5	5	47+84	East Fairview Rd Parkway 200' South of 67th Sweetbriar Ln. (In sidewalk)	Darien	32"
15	FSW 1/89	7	79+16	EB Hobson Rd. 900' East of Woodridge Dr	Woodridge	25.5"
16	FNW 2/89	14	52+00	Interstate Rd. 500' W of Addison Rd	Addison	29"
17	TN 1/88	33	432+03	Church Rd. 100 S of Red Oak St	Bensenville	25"
18	TN 1/88	29	376+65	Church Rd 25' South of Green St	Bensenville	25"
19	FOB 2/89	25	0+35	NW Corner of President and Crescent St (s)	Wheaton	29"

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.010

LOCATION:

Various locations as described on Exhibit 1 to this work authorization.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

All work shall be performed in accordance with the permitting highway authority's standards and specifications. This work will include furnishing and maintaining traffic controls; saw cutting and removing the existing pavement to the lines and depths required for frame and lid adjustment and pavement replacement; removing the structures frames and lids for reuse, or for delivery to the Commission; furnishing and installing new pre-cast concrete manhole adjusting rings; setting the frames and lids to match existing pavement elevations; replacing pavement base and wearing course(s); replacing pavement striping, completing final restoration and clean up; and any other incidental work as required or as directed by the Commission.

REASON FOR WORK:

To replace failed pavement and adjust, and/or replace with Commission supplied materials, the frame and lids of various structures so they match existing pavement elevations.

MINIMUM RESPONSE TIME:

N/A

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

The Commission will supply replacement cast iron frames and lids of the type and size required if, in the opinion of the Commission, the existing frame and lid is damaged beyond use. Damaged frames and lids shall be returned to the Commission.

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: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

DATE: August 13, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline				
ITEM	A Resolution Awarding a Contract to Furnish and Deliver Steel Pipe Resolution No. R-23-15	APPROVAL					
Account No: 01-60-663100							
<p>The Commission maintains an inventory of spare steel pressure pipe intended for use as replacements in the event a pipe section has failed beyond repair. This inventory contains two sections of pipe for each pipe diameter maintained within the Commission's distribution system, for a total of 22 individual sections of pipe that range in size from 20" to 90" in diameter.</p> <p>Two separate QR-10/13 repairs earlier this year resulted in the Commission removing from its inventory, and incorporating into the work, one section of 60" diameter pipe, and two sections of 24" diameter pipe. Staff wishes to replenish its spare pipe inventory and is requesting to purchase steel pressure pipes to replace the pipes used in previous repairs.</p> <p>The Commission solicited proposals for steel replacement pipe by direct invitation, posting on its website, and by advertising on two separate occasions in the <i>Chicago Tribune</i> and <i>The Daily Herald</i>. Sealed bids were received until 10:00 a.m., local time, July 27, 2015, at which time all bids were publicly opened and read aloud.</p> <p>Out of ten proposals requested two were received and the results of those proposals are listed in the table below.</p>							
<table border="1"><tr><td>Trinity Steel and Pipe Inc.</td><td>\$23,800.00</td></tr><tr><td>Jifco Inc.</td><td>\$53,039.00</td></tr></table>		Trinity Steel and Pipe Inc.	\$23,800.00	Jifco Inc.	\$53,039.00		
Trinity Steel and Pipe Inc.	\$23,800.00						
Jifco Inc.	\$53,039.00						
<p>The unit prices of Trinity Steel and Pipe Inc.'s. proposal are consistent (after calculating inflation based on Consumer Price Index data provided by the U.S. Department of Labor/ Bureau of Labor Statistic) with those of the original pipe purchased in February of 1992.</p> <p>Staff is requesting approval of Resolution No. R-23-15 awarding a Contract to Furnish and Deliver Steel Pipe to Trinity Steel and Pipe Inc. for the unit prices set forth in its Contract/Proposal initialing totaling \$23,800.00.</p>							
MOTION: To adopt Resolution No. R-23-15.							

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-15

A RESOLUTION AWARDDING A CONTRACT TO FURNISH AND DELIVER STEEL PIPE

WHEREAS, as provided for under Section 4 of the Commission's By-Laws, and as required by State statute, the Commission solicited sealed proposals to Furnish and Deliver Steel Pipe; and

WHEREAS, sealed proposals to Furnish and Deliver Steel Pipe were received on July 27, 2015; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Trinity Steel and Pipe Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract to Furnish and Deliver Steel Pipe to Trinity Steel and Pipe Inc. in accordance with its Contract/Proposal dated July 27, 2014 , a copy of which is attached hereto and incorporated herein as Exhibit "A" conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Commission's Request for Proposals dated June 29 2015, a copy of which is attached hereto and incorporated herein as Exhibit "B". The compensation to be paid pursuant to the Contract/Proposal incorporated herein as Exhibit "A" shall be limited to the unit prices quoted therein.

Resolution No. R-23-15

SECTION THREE: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "A", together with all other relevant contractually required documentation, on behalf of the Commission.

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

Board/Resolutions/2015/R-23-15.docx

EXHIBIT A

DUPAGE WATER COMMISSION

CONTRACT/PROPOSAL

FURNISH AND DELIVER STEEL PIPE

Full Name of Bidder TRINITY STEEL AND PIPE, INC. ("Bidder")
Principal Office Address 204 SOUTH MADISON AVE., PO BOX 288, WEIR, KS 66781
Local Office Address SAME
Contact Person DAVID STRICKLIN Telephone Number 620-396-8900
TOLLFREE 866-262-0298

TO: DuPage Water Commission ("Owner")
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: John F. Spatz, Jr.
General Manager

Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.

1. Work Proposal

A. Contract and Work. Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment C, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to Furnish and Deliver Steel Pipe.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure all insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work

and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto as Attachment B by the Unit Price set forth the Schedule of Prices attached hereto as Attachment B for such Unit Price Item.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately, including, without limitation, the cost of transportation, FOB Point of Destination Elmhurst, Illinois, packing, cartage, and containers.

C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

1. The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment B.
2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to

Owner upon final acceptance of the Work by Owner.

D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and shall complete the Work not later than 60 calendar days following the Commencement Date.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorney's fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to

commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

7. Acknowledgments

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal and related Contract Documents.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment C.

D. Remedies. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal or other Contract Document; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal or other Contract Document; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract/Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal or other Contract Documents shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal or other Contract Documents shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

H. Assignment. Neither this Contract/Proposal or other Contract Documents, nor any interest herein, shall be assigned

or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

I. Governing Law. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

DATED this 27TH day of JULY, 2015

Bidder's Status: () KANSAS Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: TRINITY STEEL AND PIPE, INC.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: David Stricklin

(corporate seal)
(if corporation)

Printed Name: DAVID STRICKLIN

Title/Position: PRESIDENT

Bidder's Business Address: 204 SOUTH MISSOURI AVE. PO BOX 288

WEIR, KS 66781

Bidder's Business Telephone: 620-396-8900 Facsimile: 620-396-8901

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
DAVID STRICKLIN	PRESIDENT/CO-OWNER	615 E. MAIN ST. WEIR, KS 66781
GARY ENGELMAN	VICE PRESIDENT/CO-OWNER	806 S. MCKINNEY WEIR, KS 66781

Attachment A
Specifications

All pipe shall be plain end steel pipe, manufactured to the dimensions shown, and in accordance with the latest AWWA Standard for Steel Water Pipe, 6 inches and larger.

Design Pressure

All steel pipes shall be manufactured to meet the following conditions:

1. Internal Pressure: Design internal pressure of 150 psi for pipe diameter larger than 24" and 250 psi for pipe diameter 24" and smaller plus a design water hammer of 100 psi, a total design pressure of 250 psi and 350 psi, respectively.
2. Vacuum: Collapse vacuum pressure of -14.7 psi with ASTM D698 soil density 90% and a minimum factor of safety 2.5 based on 2% ring deflection.
3. External Loads: Ten (10) foot depth of cover at 120 pounds per cubic foot soil weight with E' of 1000 lb. per square inch and trench width of outside diameter of the pipe plus three (3) feet and one ASSHTO H-20 truck.
4. Deflection: Design maximum deflection of 1.4% of the pipe diameter. Installed maximum deflection 2% of the pipe diameter.

Pipe Diameter

For the purpose of this proposal, the term Pipe Diameter is being used for bidding purposes only and standard industry dimensions shall not be considered in its manufacture. The pipe furnished under this proposal shall be manufactured to the dimensions shown in the table below;

Pipe Diameter	Outside Diameter	Length	Mortar Lining	Steel Thickness
60"	63 3/4"	19'-8"	3/4"	1/2"
24"	27 1/4"	19'-8"	1/2"	3/8"

Manufacture

The steel pipe shall be manufactured in accordance with the specified design pressure, materials and stresses.

A) **Steel Plate**

All steel plates for the fabricated pipe shall conform to the latest edition of ASTM A139 Grade C. Maximum tensile stress for pipe diameter 24" and larger under combined design internal pressure of 150 psi plus water hammer of 100 psi (a total design pressure of 250 psi) shall not exceed 60% (25,200 psi) of the minimum specified yield strength of the material for all buried pipe. Maximum tensile stress for pipe diameter 24" and smaller under combined design internal pressure of 250 psi plus water hammer of 100 psi (a total design pressure of 350 psi) shall not exceed 60% (25,200 psi) of the minimum specified yield strength of the material for all buried pipe.

B) **Cement Mortar Lining and Protective Coating**

All pipes shall be cement mortar lined in the shop with centrifugally spun lining in accordance with AWWA C205 or cement mortar lined in place mechanically in accordance with AWWA C602. Use ASTM C150, Type II, cement for lining.

Protective Coating shall be Tnemec FC22 Epoxoline or approved equal. The protective coating shall terminate 3 inches from the pipe ends.

Pipe Manufacturer's Submittals

The manufacture shall provide documentation stating that the pipe has been manufactured to conform in all respects with these contract specifications and with the applicable portions of the following AWWA Standards:

Pipe (AWWA C200)

Cement-mortar protective lining (AWWA C205 and AWWA C602)

Protective Coating (AWWA C210)

Delivery

The manufacturer shall contact Mr. Ed Kazmierczak of the DuPage Water Commission at (630) 834-0100 at least 48 hours in advance to schedule delivery of the pipes. Deliveries will only be accepted between the hours of 7:00am and 3:30 pm Monday through Friday.

Attachment B

SCHEDULE OF PRICES

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 of the Contract/Proposal, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below delivered to Owner by the Unit Price set forth below for such Unit Price Item:

Item No.	Description	Unit	A Cost Per Unit	B Number of Units	C (Ax B) Extension
1	Furnish and Deliver Steel Pipe----60" Pipe Diameter	Each	12,000	1	12,000.00
2	Furnish and Deliver Steel Pipe----24" Pipe Diameter	Each	5,900	2	11,800.00

TOTAL OF COLUMNS C ITEMS 1-2 TWENTY THREE THOUSAND EIGHT HUNDRED Dollars and NO Cents
 (in writing) (in writing)

23,800 Dollars and .00 Cents
 (in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- All prices stated in this Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in this Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in this Schedule of Prices;
- The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item delivered to Owner in full compliance with the Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- Any items of Work not specifically listed or referred to in this Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately, including, without limitation, the cost of transportation, FOB Point of Destination Elmhurst, Illinois, packing, cartage, and containers.

Signature of Bidder or Authorized Agent: David Stricklin

Printed Name: DAVID STRICKLIN

Title/Position: PRESIDENT

Attachment C

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this _____ day of _____, 2015

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By: _____
John F. Spatz, Jr.
General Manager

DuPAGE WATER COMMISSION

REQUEST FOR PROPOSALS

OWNER:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

FURNISH AND DELIVER STEEL PIPE

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 10:00 A.M., July 27, 2015.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

The "Contract Documents" shall be deemed to include this Request for Proposals and the "Contract/Proposal" attached hereto and incorporated herein as Exhibit "A" together with Attachments A through C attached thereto and incorporated therein. The "Work" shall be to "Furnish and Deliver Steel Pipe" described in Attachment A.

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment B. All proposals shall be dated on page 4 of the Contract/Proposal form and shall be signed by an authorized official, including page 5 of the Contract/Proposal form and the Schedule of Prices attached to the Contract/Proposal form as Attachment B. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Ed Kazmierczak, Pipeline Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:30 PM.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, in accordance with Article VIII of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment C. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.


DATED this 29th day of June, 2015.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr.
General Manager

DATE: August 13, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Awarding a Contract for Vacuum Excavation Services Resolution No. R-24-15	APPROVAL	
Account No: 01-60-629000			
<p>Ordinance O-2-15, adopted by the Board at the April 16, 2015 Commission meeting, approved a Management Budget for Fiscal Year 2015-2016 which included Vacuum Excavation Services in the budgeted amount of \$125,000.00.</p> <p>The purpose of this work is to visually confirm the location of Commission pipelines in certain areas where traditional methods, and conventional R/F type locating equipment, are inadequate to accurately determine the location of buried facilities. This occurs primarily in areas where pipelines were installed at depths greater than 15 feet and in congested utility corridors where electronic interference created from other utilities makes it problematic to accurately locate pipelines.</p> <p>Once the location of the pipe has been visually confirmed by vacuum excavation, staff will place a 4" diameter electronic marker within the backfilled excavation. The electronic marker emits a specific signal capable of being detected by staff using a pipe locator tuned to that particular signal thus allowing an accurate visual marking of the pipeline to be placed on the surface.</p> <p>In accordance with Article VIII Section 5 of the Commission's By-Laws, and as required by state statute, the Commission advertised for bids on two separate occasions in the <i>Chicago Tribune</i> and <i>The Daily Herald</i>. In addition, the Commission posted the advertisement on its website and solicited bids by direct invitation. Sealed bids were received until 1:00 p.m., local time, July 27, 2015, at which time all bids were publicly opened and read aloud.</p> <p>Of the ten proposals requested, the proposal of Airy's Inc. was the sole proposal received.</p> <p>Airy's Inc. past performance on prior Commission QR contracts has earned the company good standing, and they have the requisite experience and capability to satisfactory perform the work required under this contract, and their unit prices are consistent with previous work performed by others under a similar method of measurement. Therefore pursuant to Section 11 (Award of Contract) and Section 12 (Single Bids) of Article VIII of the Commission's By-Laws, Staff is recommending approval of Resolution No. R-24-15 awarding a Contract for Vacuum Excavation Services to Airy's Inc. for the unit prices set forth in its Contract/Proposal.</p>			
MOTION: To adopt Resolution No. R-24-15.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-15

A RESOLUTION AWARDING A CONTRACT FOR VACUUM EXCAVATION SERVICES

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, and as required by State statute, the Commission solicited sealed proposals for Vacuum Excavation Services; and

WHEREAS, sealed proposals for Vacuum Excavation Services were received on July 27, 2015; and

WHEREAS, the proposal of Airy's Inc. was the sole proposal received; and

WHEREAS, the performance and quality of work by Airy's Inc. on prior Commission contracts has been completed to the satisfaction of the Commission; and

WHEREAS, based upon staff's review of the proposal, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Airy's Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Vacuum Excavation Services to Airy's Inc. in accordance with its Contract/Proposal dated (July 27, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "A" conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Commission's Request for Proposals dated June 29, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "B". The compensation to be paid pursuant to the

Resolution No. R-24-15

Contract/Proposal incorporated herein as Exhibit "A" shall be limited to the unit prices quoted therein.

SECTION THREE: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "A", together with all other relevant contractually required documentation, on behalf of the Commission.

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

Board/Resolutions/2015/R-24-15.docx

EXHIBIT A

DUPAGE WATER COMMISSION

CONTRACT/PROPOSAL

VACUUM EXCAVATION SERVICES

Full Name of Bidder AIRY'S INC. ("Bidder")
Principal Office Address 7455 W. DUVAN DR. TINLEY PARK, IL 60477
Local Office Address _____
Contact Person JAMES WELLS Telephone Number 708-429-0660

TO: DuPage Water Commission ("Owner")
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: John F. Spatz, Jr.
General Manager

Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.

1. Work Proposal

A. Contract and Work. Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment E, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Vacuum Excavation which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure all insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

Owner upon final acceptance of the Work by Owner.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto as Attachment D by the Unit Price set forth the Schedule of Prices attached hereto as Attachment D for such Unit Price Item.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

1. The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment D.
2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to

D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 30 calendar days following the Commencement Date.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

The Owner, its officials, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of the Bidder's Work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The Bidder's insurance coverage shall be primary and non-contributory as respects the Owner, its officials, agents, employees and volunteers. Prior to commencing the Work, Bidder shall furnish the Owner with certificates of insurance naming the Owner, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this Section.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Performance and Payment Bond. If this Contract/Proposal is accepted, Bidder shall with 10 days, but

prior to the commencement of the Work, post with and for the benefit of the Owner a performance and payment bond on forms reasonably acceptable to the Owner in the penal sum of \$100,000.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus

amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Bidder has an obligation to check the Department's website for revisions to prevailing wage rates. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

7. Acknowledgments

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal and related Contract Documents.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment E.

D. Remedies. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal or other Contract Document; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal or other Contract Document; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract/Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal or other Contract Documents shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal or other Contract Documents shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

H. Assignment. Neither this Contract/Proposal or other Contract Documents, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

I. Governing Law. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

DATED this 27th day of July 2015

Bidder's Status: Illinois Corporation (State) () Partnership () Individual Proprietor (State)

Bidder's Name: AIRY'S INC.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: JAMES E. WELLINGS
(if corporation)

Title/Position: ASST. SECRETARY

Bidder's Business Address: 7455 W. DUVAN DR.
TINLEY PARK, IL 60477

Bidder's Business Telephone: 708-429-0660 Facsimile: 708-429-0795

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>MARVIN HILL</u>	<u>PRESIDENT</u>	<u>863 VIEWPOINTE RD</u> <u>JAMESTOWN, KY 42629</u>
<u>RYAN HILL</u>	<u>VICE PRESIDENT</u>	<u>1101 RYEMILL DR</u> <u>JOLIET, IL 60431</u>
<u>JAMES WELLINGS</u>	<u>ASST. SECRETARY</u>	<u>6525 W. 164TH PL</u> <u>TINLEY PARK, IL 60477</u>

Attachment A

SPECIFICATIONS

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

1. Scope of Work

- A. The DuPage Water Commission (the Commission) maintains approximately 200 miles of water distribution mains located within DuPage and Cook Counties Illinois. The distribution mains are constructed of Steel Cylinder Pipe, Pre-Cast Concrete Pressure Pipe, and Ductile Iron Pipe and vary in size from 16 to 90 inches in diameter. The Commission wishes to utilize Vacuum Excavating to verify the horizontal and vertical alignment of its water distribution mains at certain locations within its distribution system generally depicted on Attachment B, and as further described in Attachment C. The excavations shall be a minimum of 8 inches in diameter, will range from approximately 5 to 20 ft in depth, and through various types of soils

2. Performance of The Work

- A. No excavation work shall be performed without the presence of a Commission representative.
- B. The Contractor will be responsible for determining the locations of all underground utilities and shall comply with the Illinois Underground Utility Facilities Damage Prevention Act. The Contractor shall contact the State-Of Illinois One-Call Notice System, commonly referred to as J.U.L.I.E. by telephoning 811 or 1-800-892-0123 at least 48 hours prior to excavation. This work shall not be paid for separately but shall be considered as incidental to the contract.
- C. The Contractor shall not perform, nor be compensated for, overtime work unless such overtime work has been previously authorized by the Commission in writing. For the purpose of this proposal, overtime work shall be defined as time worked in excess of a normal eight (8) hour day Monday through Friday, Saturdays and Sundays.

3. Safety

- A. Bidder is required to independently assess the potentially hazardous conditions at the Work Site and take the necessary precautions to ensure a safe workplace pursuant to the Contract/Proposal and Bidder's legal obligations. Bidder must ensure that all personnel observe all appropriate safety precautions when working at the Work Site.
- B. 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 Contractor's safety measures in, on, or near the Work site or sites. The Owner shall not provide design or construction review relating to the Contractor's safety precautions required for the Contractor to perform the Work.
- C. 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 conditions at the Work site or sites, nor for the safety of persons or property, during the performance of the Work.

4. Method of Measurement

- A. The number of units paid for under Pay Item Number 1. Vacuum Excavation---Straight Time, and Pay Item Number 2. Vacuum Excavation---Overtime, when previously authorized in writing by the Commission, shall be for the time engaged in on-site mobilization and demobilization and in the direct performance of vacuum excavation work. Portal to portal travel to and from the Contractor's base of operation, travel between work sites, travel to and from offsite disposal sites, travel to and from offsite water sources, providing traffic control and protection, if required at the work site by the permitting authority, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

- B. In all cases, backfilling of the excavations shall be made by using course aggregate CA-6. The material shall be clean, dry and placed to within 6 inches of the existing surface grade immediately after excavation has been completed. Final backfill and surface restoration shall be the responsibility of the Commission. This work shall be paid for by the ton for Pay Item Number 3--CA-6 Backfill which unit price shall include furnishing, delivering, and placement of CA-6 Backfill in the excavation to within 6 inches of existing surface grade.

5. Publicity

- A. Owner's name or insignia, photographs of the Work, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

Attachment C

Number	Location	City/Village	Surface Type
1	Com Ed ROW from Lake St to RT53	Village of Addison	Grass Surface
2	Naper Blvd .from RR tracks to Plank Rd.	City of Naperville/Village of Lisle	Grass Surface
3	Roselle Rd. North of Park St	Village of Roselle	Asphalt Roadway
4	Central Ave. to Foster Ave	City of Wood Dale	Asphalt Roadway
5	35th St. Feeder	Village of Oakbrook	Grass Surface
6	NE corner of Naper Blvd. and Chicago Ave.	City of Naperville/Village of Lisle	Grass Surface
7	Lake St from JFK Dr. to Creek	Village of Addison	Grass and Sidewalk
8	Naperville Rd from 75th to Hobson	City of Naperville	Grass Surface
9	Rt83 from 22nd to Hodges Rd.	Village of Oakbrook	Grass Surface
10	Naper Blvd. at I-88	City of Naperville	Grass Surface
11	SE corner Naper Blvd. and I-88	City of Naperville	Grass Surface
12	Rt 83 from 22 nd Street south to I88	Village of Oakbrook	Grass Surface
13	Rt 83 from I88 south to 31 st Street	Village of Oakbrook	Grass Surface
14	Summit Ave from Butterfield Rd to 14 th Street	Oakbrook Terrace	Grass Surface
15	Ardmore Ave from Highridge to Madison	Village of Villa Park	Grass Surface

Attachment D

SCHEDULE OF PRICES

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 of the Contract/Proposal, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below delivered to Owner by the Unit Price set forth below for such Unit Price Item:

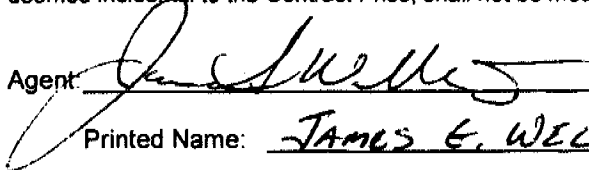
Item No.	Description	Unit	A	B	C
			Cost Per Unit	Estimated Number of Units	(Ax B) Extension
1	Vacuum Excavation---Straight Time	Hour	\$ 776. ⁰⁰	160	\$ 124,160. ⁰⁰
2	Vacuum Excavation---Overtime	Hour	\$ 919. ⁰⁰	15	\$ 13,785. ⁰⁰
3	CA-6 Backfill	Ton	\$ 85. ⁰⁰	200	\$ 17,000. ⁰⁰

TOTAL OF COLUMNS C ITEMS 1-3 ONE HUNDRED FIFTY FOUR THOUSAND
NINE HUNDRED FORTY FIVE Dollars and ZERO Cents
 (in writing) (in writing)
154,945. Dollars and 00 Cents
 (in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- All prices stated in this Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in this Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in this Schedule of Prices;
- The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item delivered to Owner in full compliance with the Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- Any items of Work not specifically listed or referred to in this Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

Signature of Bidder or Authorized Agent: 
 Printed Name: JAMES E. WELLINGER
 Title/Position: ASSI SECRETARY / CHIEF ESTIMATOR

Attachment E

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this _____ day of _____, 2015

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By: _____
John F. Spatz, Jr.
General Manager

DuPAGE WATER COMMISSION

REQUEST FOR PROPOSALS

OWNER:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

VACUUM EXCAVATION SERVICES

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., July 27, 2015.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

The "Contract Documents" shall be deemed to include this Request for Proposals and the "Contract/Proposal" attached hereto and incorporated herein as Exhibit "A" together with Attachments A through E attached thereto and incorporated therein. The "Work" shall be for "Vacuum Excavation" which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment D. All proposals shall be dated on page 4 of the Contract/Proposal form and shall be signed by an authorized official, including page 5 of the Contract/Proposal form and the Schedule of Prices attached to the Contract/Proposal form as Attachment D. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Ed Kazmierczak, Pipeline Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:30 PM.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, in accordance with Article VIII, Section 5 of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.


Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment E. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 29th day of June 2015.

DuPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr.
General Manager

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	Authorization For the Purchase of a Hydrovac Tow-Behind Trailer	APPROVAL	
Account No: 01-60-685600			
<p>Ordinance O-2-15, adopted by the Board at the April 16, 2015 Commission meeting, approved a Management Budget for Fiscal Year 2015-2016 which included the purchase of a Hydrovac Tow Behind Trailer in the budgeted amount of \$85,000.00.</p> <p>To best suit the Commission's needs, it was determined that the proposed Hydrovac Tow Behind Trailer must have the ability to: be operated by one person; be within a certain weight range that even when fully loaded with spoils; could be towed by vehicles currently in the Commission's fleet; and would have the capability of not only performing routine maintenance work such as manhole cleaning, but could also perform some of the same functions as larger, more expensive trailer mounted vacuum excavators.</p> <p>Hydrovac Tow Behind Trailers meeting these general needs, as well as being similar in cost, specifications, and operating features, are offered by Ditch Witch and Ring-O-Matic Excavation. Demonstrations of both units were scheduled and witnessed in order to see how well each unit would perform under identical soil backfill conditions like those typically found over Commission water mains.</p> <p>During the test demo, the Hydrovac unit offered by Ditch Witch was only capable of hydro-excavating a 12-inch diameter hole to a depth of approximately 2 feet below grade in a 30 minute period of time. In addition, the unit's base price was approximately \$5,700.00 dollars higher, and it provided less in the way of standard equipment than the Ring-O-Matic unit. For those reasons, no further purchase consideration was given to the Ditch Witch unit at the conclusion of its demonstration.</p> <p>The Hydrovac unit offered by Ring-O-Matic consistently demonstrated the ability to hydrovac a 12-inch diameter hole to depths in excess of 5 feet and in less time. The unit has a lower base price and offers more standard equipment than the Ditch Witch. Because of its superior performance and cost advantage, Staff is requesting to purchase the Ring-O-Matic unit.</p> <p>Ring-O-Matic is a participating vendor with a local government cooperative purchasing body called HGAC (Houston Galveston Area Council) Buy. LF George Inc., located in Waukesha Wi., is an authorized Ring-O-Matic dealer and his price quote is consistent with the cost of the machine as listed in the HGAC Buy Contract Number SC01-15.</p> <p>Staff is requesting approval authorization for Purchase Requisition No. 20219 to LF George Inc. in the amount of \$39,412.00 per the attached quote.</p>			
MOTION: To authorize Purchase Requisition No. 20219 in the amount of \$39,412.00 to LF George, Inc.			



DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Purchase Requisition

Requisition: 20219 [Hydrovac excavator]

Requisition Date: 06/30/2015

Status: U [Unfinished]
For Store: DIST-SYS [Distribution System Maintenance and Repair]
Originator: 301-0013 [EDWARD KAZMIERCZAK]

DuPage Water / Supplier Part No.

Line	Task	Due date	Quantity	UOM	Units	Unit Price	Total
1		6/30/15	1			\$39,412.00	\$39,412.00 USD
Account:		01-60-685600/2016					
From Supplier:		LFGEORGE INC [LFGEORGE INC]					
:							

Total 39,412.00 USD

Approver: _____

Date approved: _____

Requisition Comments: Line 1 Unit cost established per local government cooperative purchasing contract with HGAC BUY. (Houston Galveston Area Council Buy)



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: July 8, 2015

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the July 16, 2015 Commission meeting:

June 10, 2015 to July 7, 2015 A/P Report	\$8,733,726.11
Accrued and estimated payments required before August Commission meeting	<u>1,223,090.00</u>
Total	<u>\$9,956,816.11</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-20-15
Board Meeting Date: July 16, 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			
200.00	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			
5,500.00	Baker Tilly			
3,000.00	Gorski & Good			
1,500.00	Rory Group			
23,000.00	Sikich - Audit Services			
200.00	Edward Coughlin - Security			
250.00	Storino Ramello & Durkin			
6,000.00	John J. Millner & Assoc			
6,000.00	Air Comfort - HVAC Services			
200.00	Batteries Plus - Battery			
2,200.00	B&W Controls - Meter Shop enhancements			
400.00	CLC Lubricants - Oil			
250.00	ComplianceSings.com - Inventory zone signs			
300.00	Digi-Key - Meter station supplies			
500.00	Don Johns Engineering - Meter station supplies			
2,000.00	Eco Clean - June janitorial services			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-20-15
Board Meeting Date: July 16, 2015**

900.00	Elmhurst Plaza Standard - Vehicle repairs
450.00	Fast Signs - Signs for tank sites
250.00	Five Star - Meter Station supplies
75.00	Floor Scrubber - Maintenance supplies
1,500.00	Green Window - Window cleaning
290.00	HR Plus - Background checks
500.00	HSQ Technology - Meter Station supplies
50.00	Kara - Paint
2,500.00	Mettler Toledo - Meter shop contract renewal
3,500.00	Mozy - Data backup services
900.00	Omega Battery - Battery
1,000.00	Paddock Publications - Legal notices
2,000.00	Palatine Oil - Gasoline
800.00	Ross Bostick - OSHA Class Travel Reimbursement
1,600.00	Schneider Electric - Camera parts
700.00	Specialty Mat - Cleaning service
150.00	Staples - Office supplies
250.00	Thermo/Cense - Meter Station supplies
22,000.00	Dixon Engineering - Standpipe
400,000.00	Era-Valdivia Contractors - Standpipe Rehab
130,000.00	Malcor Roofing - Roof Replacement

1,223,090.00



DuPage Water Commission

Board Open Payable Report

As Of 07/07/2015

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 1783 7001026776	AMERICAN WATER WORKS ASSOCIATION AWWA MEMBERSHIP RENEWAL: MCGHEE	06/30/2015	325.00	(1)	325.00
Vendor: 1012 0180734	BAXTER AND WOODMAN RESERVOIR AND METER STATION 19B REHAB	06/30/2015	2,465.74	(1)	2,465.74
Vendor: 1980 32785B 32786B	BEARY LANDSCAPE MANAGEMENT TANK SITE LANDSCAPING: JUNE 2015 LAWN MAINTENANCE: JUNE 2015	06/30/2015 06/30/2015	1,434.50 1,819.00	(2)	3,253.50
Vendor: 2017 215	BEDROCK EARTHSCAPES, LLC SERVICE VISIT - JUNE 2015	06/30/2015	832.00	(1)	832.00
Vendor: 1692 24836 24837 24954	BRIDGEPOINT TECHNOLOGIES HOSTING SERVICES HOSTING SERVICES HOSTING SERVICES: JULY 2015	06/16/2015 06/16/2015 07/07/2015	45.00 45.00 45.00	(3)	135.00
Vendor: 1179 002070918	CHICAGO TRIBUNE CLASSIFIED LISTINGS	06/30/2015	12,428.00	(1)	12,428.00
Vendor: 1134 INV0000326	CITY OF CHICAGO DEPARTMENT OF WATER LEX PUMP STATION LABOR: MAY 2015	06/30/2015	23,898.44	(1)	23,898.44
Vendor: 1135 INV0000328	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: JUNE 2015	06/30/2015	8,641,987.80	(1)	8,641,987.80
Vendor: 1821 139832	COLLEY ELEVATOR COMPANY ELEVATOR PRESSURE TEST	06/30/2015	210.00	(1)	210.00
Vendor: 1797 INV0000314	DANIEL J. LOFTUS SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 1798 INV0000315	DAVID C. RUSSO SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 2076 INV0000311	DAVID NOVOTNY SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 1233 86438	ELMHURST MEMORIAL OCC HEALTH SERVICES PRE-EMPLOYMENT SCREENING	07/07/2015	70.00	(1)	70.00
Vendor: 1097 39591 39600	ELMHURST PLAZA STANDARD INC. BATTERIES FOR TRUCK 45 VEHICLE REPAIRS: M63637	06/30/2015 06/30/2015	366.85 313.24	(2)	680.09
Vendor: 1843 IN660128	FLEETMATIC VEHICLE TRACKING SUBSCRIPTION	07/07/2015	486.22	(1)	486.22
Vendor: 1947 PINV986987	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES	06/30/2015	9.58	(1)	9.58
Vendor: 1166 1165224-01 1165224-02	GLENBARD ELECTRIC SUPPLY, INC. METERSTATION SUPPLIES METER STATION SUPPLIES	06/17/2015 06/30/2015	64.56 43.04	(2)	107.60
Vendor: 1892 INV0000331	GORSKI & GOOD, LLP ATTORNEY FEE: JUNE 2015	06/30/2015	2,100.00	(1)	2,100.00

Board Open Payable Report

As Of 07/07/2015

Payable Number	Description	Post Date	Payable Amount	Payable Count:	Net Amount
Vendor: 1068 9446057	HACH COMPANY MONTHLY CHEMICALS	06/30/2015	299.89	(1)	299.89
Vendor: 1197 E051208 E099350 E105833	HD SUPPLY WATERWORKS, LTD. METER STATION SUPPLIES METER STATION SUPPLIES METER STATION SUPPLIES	06/30/2015 06/30/2015 06/30/2015	1,518.00 275.00 210.00	(3)	2,003.00
Vendor: 1948 INV0000322 INV0000323 INV0000327	IUOE LOCAL 399 ETF GAS PRESSURE REGULATOR TRAINING: FOUSHI IUOE HOMELAND SEC PREP TRAINING: FOUSHI EPA 608 TECH CERTIFICATION: ARREDONDO	06/30/2015 06/30/2015 06/30/2015	50.00 50.00 90.00	(3)	190.00
Vendor: 2077 INV0000309	JOSEPH FENNELL SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 1032 2015-0455-3	JULIE, INC. UTILITY LOCATS: JULY-SEPT 2015	07/07/2015	16,393.97	(1)	16,393.97
Vendor: 1196 311051	KARA COMPANY, INC. PAINT	07/07/2015	1,012.20	(1)	1,012.20
Vendor: 1795 INV0000313	LAURA CRAWFORD SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 2079 INV0000324	MANUSOS GENERAL CONTRACTING, INC. RESERVOIR HATCH/STIAR PAYOUT #1	06/30/2015	8,677.80	(1)	8,677.80
Vendor: 1799 INV0000316	MICHAEL R. SCHECK SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 1750 7408	MY MECHANIC, INC. REPAIRS TO VEHICLE: M127481	06/30/2015	450.09	(1)	450.09
Vendor: 1395 778412670001 778412846001 778412847001 778412848001 778412851001 778431825001	OFFICE DEPOT OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	130.14 462.89 15.29 6.79 33.46 4.49	(6)	653.06
Vendor: 2026 26341	ONYX OFFICE SUPPLIES	06/30/2015	271.59	(1)	271.59
Vendor: 1113 PM600244845	PATTEN INDUSTRIES, INC. REPAIRS TO PORTABLE GENERATOR	06/30/2015	898.86	(1)	898.86
Vendor: 1321 81301	PERSPECTIVES, LTD. EMPLOYEE ASSISTANCE SVC: QUARTER 7/1-9/30/15	07/07/2015	273.00	(1)	273.00
Vendor: 1059 450000008715	RED WING SHOE STORE SAFETY SHOES: MOX	06/30/2015	250.00	(1)	250.00
Vendor: 1118 44170	REGIONAL TRUCK EQUIPMENT CO. VEHICLE REPAIRS: M78556	06/30/2015	50.00	(1)	50.00
Vendor: 1811 INV0000312	RICHARD R. FURSTENAU SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 2075 INV0000310	ROBERT GANS SERVICE AS COMMISSIONER: JAN-JUNE 2015	06/30/2015	300.00	(1)	300.00
Vendor: 1813 FOCQ72820	ROESCH FORD OIL CHANGE & TIRE ROTATION: M78556	06/30/2015	45.54	(1)	45.54

Board Open Payable Report

As Of 07/07/2015

Payable Number	Description	Post Date	Payable Amount	Payable Count: (1)	Net Amount
Vendor: <u>1903</u> <u>1255267</u>	ROWELL CHEMICAL CORPORATION SODIUM HYPOCHLORITE	06/30/2015	2,051.08		2,051.08 2,051.08
Vendor: <u>1043</u> <u>257583</u>	SOOPER LUBE VEHICLE MAINTENANCE: M175659	06/30/2015	42.94		42.94 42.94
Vendor: <u>1121</u> <u>INV0000330</u>	SPI ENERGY GROUP CONSULTING FEE: D-001-009	06/30/2015	9,230.00		9,230.00 9,230.00
Vendor: <u>1123</u> <u>15-1920</u>	THOMPSON ELEVATOR INSPECTION SERVICE, INC. SEMI-ANNUAL ELEVATOR INSPECTION	06/30/2015	55.00		55.00 55.00
Vendor: <u>1913</u> <u>9747266137</u>	VERIZON WIRELESS CELL PHONE SVC: 5/13-6/12/15	06/30/2015	-620.88		-620.88 -620.88
Vendor: <u>2028</u> <u>INV11629</u>	ZOBRIO INCODE SERVER SERVICES	06/16/2015	110.00		110.00 110.00
Payable Account 01-211000				Payable Count: (57)	Total: 8,733,726.11

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	57	8,733,726.11
Report Total:	57	8,733,726.11

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	57	8,733,726.11
Report Total:	57	8,733,726.11



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: August 11, 2015

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the August 20, 2015 Commission meeting:

July 8, 2015 to August 11, 2015 A/P Report	\$9,991,583.21
Accrued and estimated payments required before September Commission meeting	<u>1,563,075.00</u>
Total	<u>\$11,554,658.21</u>

cc: Chairman and Commissioners

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-17-15
Board Meeting Date: August 20, 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			
200.00	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			
5,500.00	Baker Tilly			
3,000.00	Gorski & Good			
23,000.00	Sikich - Audit Services			
200.00	Edward Coughlin - Security			
250.00	Storino Ramello & Durkin			
6,000.00	John J. Millner & Assoc			
8,000.00	Sikich - Audit Services			
2,500.00	Air Comfort - Pressure switches installation			
650.00	Chicago Tribune - Legal Notice			
8,300.00	Critical Power - Annual agreement			
1,100.00	DLT Solutions - Subscription renewal			
50.00	EquipSolutions - Tank supplies			
250.00	Five Star - Meter Station Supplies			
400.00	Glenbard - Meter Station Supplies			
1,400.00	Hach - Service call			
200.00	HSQ Technology - Meter Station Supplies			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-17-15
Board Meeting Date: August 20, 2015**

300.00	Itsavvy - Meter Station Supplies
5,000.00	Kramer Datapower - Battery Maintenance
600.00	Local 399 - Training courses
100.00	McMaster Carr - Maintenance Supplies
2,000.00	Patten Power - Generator repairs
250.00	Pinnacle Sales - Replacement valves
250.00	Red Wing - Safety shoes
1,800.00	Rowell Chemical - Chemicals
150.00	Staples - Office Supplies
500.00	Sherwin Williams - Paint
1,550.00	Westchester Lock & Key - Lock supplies
900.00	Whiting Services - Crane and hoist inspections
16,500.00	Divane - QRE-6.020
850,000.00	Era-Valdivia Contractors - Tank Painting
20,000.00	Neri - Pavement Repair

1,563,075.00



DuPage Water Commission

Board Open Payable Report

As Of 08/11/2015

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 1516 9381744	ARAMARK REFRESHMENTS SUPPLIES	08/11/2015	111.82	Payable Count: (1)	111.82 111.82
Vendor: 1015 2568614394	AUTOZONE, INC. VEHICLE MAINTENANCE	07/31/2015	83.98	Payable Count: (4)	388.74 83.98
2568614548	VEHICLE MAINTENANCE	07/31/2015	40.45		40.45
2568614552	VEHICLE MAINTENANCE	07/31/2015	88.43		88.43
2568614556	VEHICLE PARTS	07/31/2015	175.88		175.88
Vendor: 1802 BT867504	BAKER TILLY VIRCHOW KRAUSE, LLP PROFESSIONAL SERVICES: 6/24-7/21/15	07/31/2015	4,455.00	Payable Count: (1)	4,455.00 4,455.00
Vendor: 1980 33123	BEARY LANDSCAPE MANAGEMENT LAWN MAINTENANCE: JULY 2015	07/31/2015	1,504.50	Payable Count: (2)	2,291.00 1,504.50
33124	TANK SITE LANDSCAPING: JULY 2015	07/31/2015	786.50		
Vendor: 2017 231	BEDROCK EARTHSCAPES, LLC SERVICE VISIT - 7/28/15	07/31/2015	732.00	Payable Count: (1)	732.00 732.00
Vendor: 1692 25062	BRIDGEPOINT TECHNOLOGIES HOSTING SERVICES	08/11/2015	45.00	Payable Count: (1)	45.00 45.00
Vendor: 1023 XB33424	CDW GOVERNMENT, INC. METER STATION SUPPLIES	07/31/2015	207.22	Payable Count: (1)	207.22 207.22
Vendor: 1091 8402350841	CINTAS FIRST AID & SAFETY FIRST AID SUPPLIES	07/31/2015	367.54	Payable Count: (1)	367.54 367.54
Vendor: 1134 INV0000350	CITY OF CHICAGO DEPARTMENT OF WATER LEX PS REPAIRS & MAINTENANCE	07/14/2015	5,217.10	Payable Count: (2)	31,098.38 5,217.10
INV0000386	LEX PUMP STN LABOR: JUNE 2015	07/31/2015	25,881.28		
Vendor: 1135 INV0000391	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: JULY 2015	07/31/2015	4,554,130.64	Payable Count: (2)	9,616,487.68 4,554,130.64
INV0000392	WATER BILLING: JULY 2015	07/31/2015	5,062,357.04		
Vendor: 1140 INV0000353	CITY OF ELMHURST WIRELESS RADIO: MAINT&MONITOR	07/17/2015	255.00	Payable Count: (1)	255.00 255.00
Vendor: 2080 15-9479	DIXON ENGINEERING, INC. TANK REHAB	07/31/2015	16,531.55	Payable Count: (1)	16,531.55 16,531.55
Vendor: 2003 4957	ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: JULY 2015	07/31/2015	1,572.00	Payable Count: (1)	1,572.00 1,572.00
Vendor: 1674 14613	ECO PROMOTIONAL PRODUCTS, INC PROMOTIONAL PRODUCTS	07/31/2015	4,914.85	Payable Count: (1)	4,914.85 4,914.85
Vendor: 1097 39666	ELMHURST PLAZA STANDARD INC. VEHICLE REPAIRS: M175659	07/29/2015	159.94	Payable Count: (1)	159.94 159.94
Vendor: 1843 IN698751	FLEETMATICS VEHICLE TRACKING SUBSCRIPTION	07/31/2015	486.22	Payable Count: (1)	486.22 486.22
Vendor: 1892 INV0000395	GORSKI & GOOD, LLP ATTORNEY FEE: JULY 2015	07/31/2015	1,950.33	Payable Count: (1)	1,950.33 1,950.33
Vendor: 2037	GREEN WINDOW CLEANING SERVICES			Payable Count: (1)	453.50

Board Open Payable Report

As Of 08/11/2015

Payable Number	Description	Post Date	Payable Amount	Net Amount
<u>940</u>	MONTHLY CLEANING: JULY 2015	07/29/2015	453.50	453.50
Vendor: <u>1068</u>	HACH COMPANY			Payable Count: (3) 3,001.05
<u>9476726</u>	MAINTENANCE KITS FOR ANALYZERS	07/28/2015	2,312.22	2,312.22
<u>9501155</u>	MONTHLY CHEMICALS	07/31/2015	299.89	299.89
<u>9506247</u>	MONTHLY CHEMICALS	08/11/2015	388.94	388.94
Vendor: <u>1197</u>	HD SUPPLY WATERWORKS, LTD.			Payable Count: (2) 1,105.96
<u>E204179</u>	UNIPRO COMMUNICATOR	07/28/2015	285.96	285.96
<u>E286776</u>	METER STATION SUPPLIES	08/11/2015	820.00	820.00
Vendor: <u>1425</u>	HR PLUS			Payable Count: (1) 82.55
<u>039144</u>	BACKGROUND CHECKS	07/31/2015	82.55	82.55
Vendor: <u>1530</u>	IRTH SOLUTIONS, INC.			Payable Count: (1) 83.33
<u>INV005666</u>	UTILISPHERE ATTACHMENT	07/31/2015	83.33	83.33
Vendor: <u>1948</u>	IUOE LOCAL 399 ETF			Payable Count: (4) 680.00
<u>INV0000388</u>	TEV OPERATION AND TROUBLESHOOTING SEMINAR	07/31/2015	50.00	50.00
<u>INV0000389</u>	CRITICAL SYSTEMS AND TEXT BOOKS	07/31/2015	210.00	210.00
<u>INV0000393</u>	ELECTRICTY FOR ENGINEERS: FOUISHI	07/31/2015	215.00	215.00
<u>INV0000394</u>	COMMERCIAL HEATING AND COOLING: CARDENAS	07/31/2015	205.00	205.00
Vendor: <u>1949</u>	JOHN J. MILLNER AND ASSOCIATES, INC.			Payable Count: (1) 6,000.00
<u>57</u>	CONSULTING SERVICES	07/31/2015	6,000.00	6,000.00
Vendor: <u>2081</u>	MALCOR ROOFING OF ILLINOIS INC			Payable Count: (1) 285,000.00
<u>586</u>	ROOF REPLACEMENT	07/31/2015	285,000.00	285,000.00
Vendor: <u>2085</u>	MANSFIELD OIL COMPANY			Payable Count: (2) 3,274.31
<u>501152</u>	GASOLINE	07/31/2015	1,398.13	1,398.13
<u>507151</u>	GASOLINE	07/31/2015	1,876.18	1,876.18
Vendor: <u>1054</u>	MCMASTER-CARR SUPPLY COMPANY			Payable Count: (1) 16.79
<u>35954063</u>	MAINTENANCE SUPPLIES	08/11/2015	16.79	16.79
Vendor: <u>1395</u>	OFFICE DEPOT			Payable Count: (3) 244.75
<u>784582606001</u>	OFFICE SUPPLIES	08/11/2015	99.32	99.32
<u>784582746001</u>	OFFICE SUPPLIES	08/11/2015	15.29	15.29
<u>784582747001</u>	OFFICE SUPPLIES	08/11/2015	130.14	130.14
Vendor: <u>1113</u>	PATTEN INDUSTRIES, INC.			Payable Count: (1) 475.50
<u>PM600246582</u>	ELECTRICAL REPAIRS	07/31/2015	475.50	475.50
Vendor: <u>2059</u>	REACH HR Consulting, LLC			Payable Count: (1) 2,500.00
<u>201524</u>	EMPLOYEE HANDBOOK	07/31/2015	2,500.00	2,500.00
Vendor: <u>1059</u>	RED WING SHOE STORE			Payable Count: (7) 1,048.05
<u>450000008788</u>	SAFETY CLOTHING: WEGNER	07/21/2015	10.20	10.20
<u>450000008789</u>	SAFETY CLOTHING: NILES	07/21/2015	10.20	10.20
<u>450000008790</u>	SAFETY CLOTHING: SANCHEZ	07/21/2015	10.20	10.20
<u>450000008793</u>	SAFETY CLOTHING: LEANOS	07/21/2015	344.25	344.25
<u>450000008817</u>	SAFETY CLOTHING: BONNEMA	07/21/2015	17.00	17.00
<u>450000008818</u>	SAFETY CLOTHING: SCHORI	07/21/2015	153.00	153.00
<u>450000008833</u>	SAFETY CLOTHING: LEANOS	07/29/2015	503.20	503.20
Vendor: <u>2032</u>	REPUBLIC SERVICES #551			Payable Count: (1) 120.00
<u>0551-011785704</u>	REFUSE DISPOSAL - AUGUST 2015	08/11/2015	120.00	120.00
Vendor: <u>1043</u>	SOOPER LUBE			Payable Count: (1) 42.95
<u>259206</u>	VEHICLE MAINTENANCE: M169815	07/21/2015	42.95	42.95
Vendor: <u>1040</u>	SPECIALTY MAT SERVICE			Payable Count: (4) 801.93
<u>776722</u>	MAT SERVICE: 7/2/15	07/31/2015	163.11	163.11
<u>778448</u>	MAT SERVICE: 7/16/15	07/31/2015	144.41	144.41

Board Open Payable Report

As Of 08/11/2015

Payable Number	Description	Post Date	Payable Amount	Net Amount
<u>780159</u>	MAT SERVICE: 7/30/15	07/31/2015	144.41	144.41
<u>780219</u>	RAGS FOR PIPELINE	07/31/2015	350.00	350.00
Vendor: <u>1080</u>	TYLER TECHNOLOGIES, INC			
<u>025-129626</u>	INCODE MAINTENANCE	07/29/2015	4,136.67	4,136.67
Vendor: <u>1048</u>	ZIEBELL WATER SERVICE PRODUCTS, INC.			
<u>229861-000</u>	FIRE HYDRANT PARTS	07/28/2015	461.60	461.60
			Payable Account 01-211000	Payable Count: (1)
				4,136.67
				461.60
			Payable Count: (60)	Total: 9,991,583.21

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	60	9,991,583.21
Report Total:	60	9,991,583.21

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	60	9,991,583.21
Report Total:	60	9,991,583.21



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: August 13, 2015

SUBJECT: June 2015 Invoice

I reviewed the Gorski & Good, LLP June 2015 invoice for services rendered during the period – June 1, 2015 – June 30, 2015 and recommend it for approval. This invoice should be placed on the August 20, 2015, Commission meeting accounts payable.

June 2015
Gorski & Good

CATEGORY	<u>FEEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$2,100.00	10.5	\$200.00	Good (2.2 at \$200/hr.) Jones (8.3 @ \$200/hr.)	various (review board packet material, contracts, proposals, and attend regular Commission Meeting)
Misc:	<u>\$0.00</u>	<u> </u>	<u> </u>		
	<u>\$2,100.00</u>	<u>10.5</u>	<u>\$200.00</u>		



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: August 13, 2015

SUBJECT: July 2015 Invoice

I reviewed the Gorski & Good, LLP July 2015 invoice for services rendered during the period – July 1, 2015 – July 31, 2015 and recommend it for approval. This invoice should be placed on the August 20, 2015, Commission meeting accounts payable.

July 2015
Gorski & Good

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$1,940.00	9.4	\$200.00	Good (0.3 at \$200/hr.) Jones (9.4 @ \$200/hr.)	review various contracts
Misc:	<u>\$10.33</u>	<u>9.4</u>	<u>\$200.00</u>		
	<u>\$1,950.33</u>				