



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, AUGUST 17, 2017
6:30 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 15, 2017 Regular Meeting and the Minutes of the June 15, 2017 Executive Session Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Reports – June and July 2017
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the June and July 2017 Treasurer's Reports (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 8/17/17 Finance Committee
 2. The 2017 Annual Audit Report

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

RECOMMENDED MOTION: To accept the draft audit report for the fiscal year ending April 30, 2017, to direct the auditors to print the final report, and to direct staff to distribute the FY2017 audit report to the Commission's customers and other interested parties (Roll Call)

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.

3. Actions on Other Items Listed on 8/17/17 Finance Committee Agenda

B. Administration Committee

1. Report of 8/17/17 Administration Committee
2. Resolution No. R-18-17: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission
(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)
3. Resolution No. R-24-17: A Resolution Releasing Certain Executive Session Meeting Minutes at the August 17, 2017, DuPage Water Commission Meeting
(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)
4. Request For Board Action – 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.**

Concurrence of a Majority of the Appointed Commissioners-7)

RECOMMENDED MOTION: To adopt item numbers 2 through 4 under the Administration Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call)

4. Actions on Other Items Listed on 8/17/17 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 8/17/17 Engineering & Construction Committee
2. Resolution No. R-19-17: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the August 17, 2017 DuPage Water Commission Meeting (**AECOM not-to-exceed \$15,000.00**)
(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)
3. Resolution No. R-21-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the August 17, 2017, DuPage Water Commission Meeting (**McWilliams Electric Co. Inc., estimated cost of \$9,492.00**)
(Concurrence of a Majority of the Appointed Commissioners - 7)
4. Resolution No. R-22-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 17, 2017, DuPage Water Commission Meeting (**John Neri Construction Co. Inc. WAO # 1 in an estimated about of \$305,700.00 and WAO #2 in an estimated amount of \$95,000.00**)

(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)

5. Resolution No. R-23-17: A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT SAVVY, LLC for Consulting Services **(IT Savvy, LLC in the amount of \$6,797.00/per month)**

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum)

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

6. Resolution No. R-25-17: A Resolution Approving and Ratifying Certain Contract Change Orders at the August 17, 2017, DuPage Water Commission Meeting **(AECOM Engineering, Change Order No. 1 for an increase in the contract price of \$54,334.77)**

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

7. Resolution No. R-26-17: A Resolution Directing Advertisement for DWC Supply Line to the Village of Bartlett Project **(No Cost)**

(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)

8. Ordinance No. O-8-17: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of Bartlett Supply Line and Authorizing Execution of Associated Agreements **(The Alvira J. Henrici Trust No. 1) (Central Sod Farms estimated cost of \$140,000.00 plus estimated legal fees of \$2,000.00)**

(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)

9. Ordinance No. O-9-17: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of Bartlett Supply Line and Authorizing Execution of Associated Agreements **(Evangel Assembly of God – estimated cost of \$60,000.00, plus estimated legal fees of \$2,000.00)**

(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)

10. Ordinance No. O-10-17: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of Bartlett Supply Line and Authorizing Execution of Associated Agreements **(Electri-Flex Company estimated cost of \$10.00 plus estimated legal fees of \$2,000.00)**

RECOMMENDED MOTION: To adopt item numbers 2 through 10 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

11.Actions on Other Items Listed on 8/17/17 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 \$10,548,633.55 (June 2017, disbursements made with concurrence of Commission's Chairman) and \$10,408,482.13 (July 2017) 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 \$1,997,185.00 (June 2017, disbursements made with concurrence of Commission's Chairman) and \$1,120,630.00 (July 2017) 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 15, 2017
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:30 P.M.

Commissioners in attendance: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay

Commissioners Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Sues

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, T. McGhee, F. Frelka, J. Schori, M. Weed, R.C. Bostick, and P. Luetkehans representing Gorski & Good

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Obarski moved to approve the Minutes of the April 20, 2017 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Fates presented the April and May 2017 Treasurer's Reports consisting of 12 pages each, noting that pages 1, 2 and 3 contained a brief summary of each report.

April 2017

Treasurer Fates pointed out the \$161.9 million of cash and investments on page 4, which reflected an decrease of about \$0.1 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$144.2 million and the market yield on the total portfolio showed 1.23% basis points which reflected an increase from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$25.6 million and operating activities increased cash by approximately \$28.5 million, and roughly \$12.5 million of sales tax was received. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Minutes of the 6/15/17 Commission Meeting

May 2017

Treasurer Fates pointed out the \$163.1 million of cash and investments on page 4, which reflected an increase of about \$1.2 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$146.5 million and the market yield on the total portfolio showed 1.24% basis points which reflected an increase from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$1.2 million and operating activities increased cash by approximately \$0.9 million, and roughly \$29,000 of sales tax was received. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Commissioner Gans moved to accept the April and May 2017 Treasurer's Reports. Seconded by Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Pruyn

Commissioner Pruyn reported that the Finance Committee reviewed and recommended for approval all action items listed on the Finance Committee Agenda. After providing a brief summary, Commissioner Pruyn moved to Authorize the Transfer of Funds from the General Account to the Capital Reserve Fund Account (\$21.3 million). Seconded by Commissioner Obarski and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay

Nays: None

Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Sues

Administration Committee – Reported by Commissioner Broda

Commissioner Broda reported that the Administration Committee reviewed and recommended for approval all action items listed on the Administration Committee Agenda. After providing a brief summary, Commissioner Broda moved to adopt Resolution No. R-17-17: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. Seconded by Commissioner Gans and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay

Nays: None

Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Sues

Minutes of the 6/15/17 Commission Meeting

Commissioner Broda noted a couple more items of discussion: 1) that staff is currently developing a Drug and Alcohol Policy for Commission employees and 2) the possibility of rewarding employees that have accumulated the maximum amount of sick time with a service day credit. More information on both items would be forthcoming.

Engineering & Construction Committee – Reported by Commissioner Scheck

Commissioner Scheck began his report by displaying the Water Saver Award that the Commission had received from the 2017 Illinois Section Water Works Association WaterCon Conference and congratulated staff on a job well done. Water Operations Manager McGhee specifically recognized Jenessa Rodriguez for her hard work and dedication with the water conservation program.

Next, Commissioner Scheck reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda. After providing a brief summary of the agenda items, Commissioner Scheck moved to adopt item numbers 2 through 5 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote.

- Ayes: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay
- Nays: None
- Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Suess
- Item 2: Ordinance No. O-7-17: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County (No Cost).
- Item 3: Resolution No. R-13-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the June 15, 2017, DuPage Water Commission Meeting (McWilliams Electric Co. Inc., estimated cost of \$10,860.00)
- Item 4: Resolution No. R-14-17: A Resolution Approving and Ratifying Certain Contract Change Orders at the June 15, 2017, DuPage Water Commission Meeting (Mertes Contracting Corporation - decrease of \$81,205.00)
- Item 5: Resolution No. R-15-17: A Resolution Awarding Quick Response Contract (Contract QR-11/17) (John Neri Construction Co. Inc., and Rossi Contractors Inc. – No Cost)

Minutes of the 6/15/17 Commission Meeting

Lastly, General Manager Spatz informed Board members that a consensus was taken during the committee meeting to move forward with an updated hydraulic analysis of the systems distribution system in order to determine flow limits and restrictions related to the planned replacement of the Commission's 60" valve. This analysis would also assist the Commission in determining capacities available to supply additional communities.

ACCOUNTS PAYABLE

Commissioner Obarski moved to approve the Accounts Payable in the amount of \$7,639,201.18 (April 2017, disbursements made with concurrence of Commission's Chairman) and \$8,567,785.73 (May 2017) subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$798,625.00 (April 2017, disbursements made with concurrence of Commission's Chairman) and \$1,267,315.00 (May 2017) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay

Nays: None

Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Suess

CHAIRMAN'S REPORT

Chairman Zay reported that discussions are underway regarding the Village of Bartlett's water service and that the Commission's attorney Phil Luetkehans and General Manager Spatz are working on obtaining easements in order to move forward with the design.

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 6/15/17 Commission Meeting

EXECUTIVE SESSION

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

Ayes: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay

Nays: None

Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Sues

The Board went into Executive Session at 6:50 P.M.

Commissioner Saverino moved to come out of Executive Session at 6:58 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COLLECTIVE BARGAINING AGREEMENT

Commissioner Broda moved to approve Resolution No. R-16-17: A Resolution Approving and Authorizing the Execution of Collective Bargaining Agreement with the International Union of Operating Engineers Local 399 (AFL-CIO). Seconded by Commissioner Scheck and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, R. Gans, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, and J. Zay

Nays: None

Absent: J. Fennell, J. Healy, D. Loftus, D. Russo, and P. Sues

Commissioner Gans moved to adjourn the meeting at 7:00 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: July 11, 2017
SUBJECT: TREASURER'S REPORT – June 30, 2017

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 \$164.9 million at June 30th, an increase of \$1.8 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$18.3 million at June 30th, an increase of approximately \$1.7 million compared to the \$16.6 million reported last month.
3. The BMO Harris money market accounts had \$12.1 million at month-end, a slight increase over the prior month balance due to interest earned.
4. During the month of June, the IIIT money market accounts decreased by approximately \$14.0 million from the prior month. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June.
5. In June, our holdings of U.S. Treasury increased by \$23.2 million, and Commercial Paper and U.S. Agency investments decreased by approximately \$5.0 million and \$3.8 million, respectively.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the two months ended June 30, 2017, the Commission's cash and investments increased a total of \$2.9 million.
 - The Operating & Maintenance Account decreased by \$2.3 million, for an ending balance of \$30.4 million.
 - The General Account decreased by \$16.3 million, for an ending balance of \$3.5 million. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June.
 - The Sales Tax Account remained unchanged at \$275.
 - The Capital Reserve Fund increased \$21.3 for a balance of \$51.2 million.

- The Operating Reserve Account increased \$182,236 for a balance of \$67.4 million.
- The Long-Term Capital Reserve Account increased by \$45,702 for a balance of \$12.5 million.

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

Cash and Investments by Account

Account	Balance 4/30/2017	Balance 6/30/2017	Increase (Decrease)
Operations & Maintenance	\$32,727,195	\$30,386,827	\$(2,340,368)
General Account	19,715,309	3,461,600	(16,253,709)
Sales Tax	275	276	1
Operating Reserve	67,223,928	67,406,164	182,236
Capital Reserve	29,853,221	51,152,026	21,298,805
Long-Term Cap. Reserve	12,415,641	12,461,343	45,702
Total Cash & Investments	\$161,935,569	\$164,868,236	\$2,932,667

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 1.33%, an increase of 9bps from the prior month average yield to maturity of 1.24%.
2. The portfolio is showing estimated unrealized losses of \$644,700 at June 30, 2017, compared to \$541,239 in unrealized losses at April 30, 2017.
3. The amortized cost of our investments was \$146.5 million at June 30th, unchanged from the previous month.

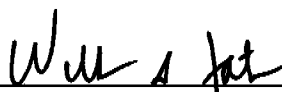
Statement of Cash Flows (Page 11)

1. The statement of cash flows shows a breakdown of the \$2.9 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by \$2.9 million.
3. Approximately \$207,000 of sales tax revenue was received.
4. Capital Assets purchased were about \$336,000 year-to-date.
5. Cash flow from investment activity generated \$260,000.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all recommended reserve balances at June 30th.
2. The Operating and Maintenance Account was \$30.4 million which is a balance currently sufficient enough to cover an estimated 85 days of normal operation and maintenance costs.
3. The Operating Reserve account was \$67.4 million which is approximately 189 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 June 30, 2017

FUNDS CONSIST OF:	June 30, 2017	May 31, 2017	INCR. - (DECR.)
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PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	18,327,669.26	16,561,385.82	1,766,283.44
TOTAL CASH	18,328,869.26	16,562,585.82	1,766,283.44
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IIIT MONEY MARKET FUNDS	2,249,314.46	16,292,587.80	(14,043,273.34)
BMO HARRIS MONEY MARKET FUNDS	12,057,957.74	12,048,435.18	9,522.56
U. S. TREASURY INVESTMENTS	57,408,787.07	34,182,066.93	23,226,720.14
U. S. AGENCY INVESTMENTS	51,591,560.52	55,388,251.24	(3,796,690.72)
MUNICIPAL BONDS	6,226,416.45	6,226,786.52	(370.07)
COMMERCIAL PAPER	10,746,719.43	15,761,976.30	(5,015,256.87)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	6,258,610.68 0.00	6,376,550.73 248,000.00	(117,940.05) (248,000.00)
TOTAL INVESTMENTS	146,539,366.35	146,524,654.70	14,711.65
TOTAL CASH AND INVESTMENTS	164,868,235.61	163,087,240.52	1,780,995.09
=====	=====	=====	=====
	June 30, 2017	May 31, 2017	% CHANGE
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IIIT MONEY MARKET FUNDS	1.6%	11.1%	-86.2%
BMO HARRIS MONEY MARKET FUNDS	8.2%	8.2%	0.1%
U. S. TREASURY INVESTMENTS	39.2%	23.3%	68.0%
U. S. AGENCY INVESTMENTS	35.2%	37.8%	-6.9%
MUNICIPAL BONDS	4.2%	4.2%	0.0%
COMMERCIAL PAPER	7.3%	10.8%	-31.8%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	4.3% 0.0%	4.4% 0.2%	-1.8% -100.0%
TOTAL INVESTMENTS	100.0%	100.0%	0.0%
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Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 30, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/17
<u>Water Fund Oper. & Maint. Acct. (01-121103)</u>										
BMO Harris - Money Market	1.000%	06/30/17	07/01/17	1	1.000%	\$ 12,057,957.74	\$ 12,057,957.74	\$ -	\$ 12,057,957.74	-
<u>Water Fund General Account (01-121700)</u>										
IIIT - Money Market	0.930%	06/30/17	07/01/17	1	0.930%	1,962,392.89	1,962,392.89	-	1,962,392.89	-
Toyota Motor Credit Corp CP	0.000%	12/19/16	07/17/17	17	1.200%	1,500,000.00	1,499,206.67	9,619.17	1,489,587.50	-
		Weighted Avg Maturity	8		1.047%	\$ 3,462,392.89	\$ 3,461,599.56	\$ 9,619.17	\$ 3,451,980.39	\$ -
<u>Sales Tax Funds (01-123000)</u>										
IIIT - Money Market	0.930%	06/30/17	07/01/17	1	0.930%	275.66	275.66	-	275.66	-
		Weighted Avg Maturity	1		0.930%	\$ 275.66	\$ 275.66	\$ -	\$ 275.66	\$ -

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 30, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/17
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	0.930%	06/30/17	07/01/17	1	0.930%	67,150.66	67,150.66	-	67,150.66	-
US Treasury Notes	1.625%	11/14/16	04/30/19	669	1.060%	1,705,000.00	1,722,402.68	(5,907.87)	1,728,310.55	4,667.90
US Treasury Notes	1.000%	08/25/15	11/30/19	883	1.340%	850,000.00	843,169.16	5,089.08	838,080.08	719.95
US Treasury Notes	2.000%	12/04/15	07/31/20	1,127	1.580%	1,075,000.00	1,088,595.23	(6,687.00)	1,095,282.23	8,968.23
US Treasury Notes	2.125%	12/30/15	08/31/20	1,158	1.740%	575,000.00	581,838.93	(3,111.27)	584,950.20	4,083.98
US Treasury Notes	1.750%	02/03/16	10/31/20	1,219	1.350%	740,000.00	749,725.45	(3,976.11)	753,701.56	2,181.79
US Treasury Notes	2.625%	05/03/16	11/15/20	1,234	1.210%	2,400,000.00	2,511,719.76	(37,155.24)	2,548,875.00	8,046.20
US Treasury Notes	2.000%	03/24/16	11/30/20	1,249	1.380%	2,000,000.00	2,041,191.72	(14,823.91)	2,056,015.63	3,387.98
US Treasury Notes	2.375%	03/31/16	12/31/20	1,280	1.280%	775,000.00	803,897.79	(10,033.85)	813,931.64	50.02
US Treasury Notes	2.000%	07/06/16	02/28/21	1,339	0.920%	775,000.00	805,036.00	(7,866.34)	812,902.34	5,180.71
US Treasury Notes	1.250%	06/27/16	03/31/21	1,370	0.980%	1,265,000.00	1,277,766.66	(3,342.33)	1,281,108.99	3,974.73
US Treasury Notes	2.000%	01/05/17	05/31/21	1,431	1.870%	1,300,000.00	1,306,270.26	(737.55)	1,307,007.81	2,202.19
US Treasury Notes	2.000%	09/01/16	05/31/21	1,431	1.220%	1,950,000.00	2,008,144.81	(11,933.32)	2,020,078.13	3,303.28
US Treasury Notes	2.000%	10/05/16	08/31/21	1,523	1.210%	1,275,000.00	1,315,844.31	(7,017.99)	1,322,862.30	8,523.10
US Treasury Notes	2.000%	12/05/16	08/31/21	1,523	1.930%	2,150,000.00	2,155,668.20	(714.61)	2,156,382.81	14,372.28
US Treasury Notes	1.250%	03/13/17	10/31/21	1,584	2.110%	855,000.00	824,571.47	1,967.95	822,603.52	1,800.61
US Treasury Notes	1.750%	04/03/17	11/30/21	1,614	1.860%	1,500,000.00	1,493,100.54	366.16	1,492,734.38	2,223.36
US Treasury Notes	2.125%	06/28/17	12/31/21	1,645	1.720%	4,000,000.00	4,070,658.48	(122.77)	4,070,781.25	230.98
US Treasury Notes	1.750%	05/11/17	04/30/22	1,765	1.930%	1,050,000.00	1,041,178.17	242.62	1,040,935.55	3,095.79
Inter-American Development Bank	1.000%	04/12/16	05/13/19	682	1.100%	790,000.00	788,556.18	926.18	787,630.00	1,053.33
African Development Bank Note	1.125%	09/14/16	09/20/19	812	1.160%	505,000.00	504,602.26	137.56	504,464.70	1,593.91
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,348	1.730%	925,000.00	921,707.56	1,110.56	920,597.00	4,676.39
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	458	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	458	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	623	1.970%	300,000.00	300,000.00	-	300,000.00	1,743.70
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	684	2.000%	135,000.00	135,000.00	-	135,000.00	345.52
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	731	2.160%	925,000.00	925,000.00	-	925,000.00	10,003.88
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	776	1.230%	710,000.00	711,092.42	(441.18)	711,533.60	3,486.89
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	823	1.680%	310,000.00	310,000.00	-	310,000.00	1,301.23
NY Trans Fin Auth, NY Txb Rev Bonds	2.750%	04/23/15	02/01/20	946	1.880%	375,000.00	383,180.24	(6,636.01)	389,816.25	4,296.88
NY Trans Fin Auth, NY Txb Rev Bonds	1.500%	07/14/16	05/01/21	1,401	1.500%	600,000.00	600,000.00	-	600,000.00	1,500.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,380	2.270%	356,680.25	377,332.05	(1,640.71)	378,972.76	1,040.32
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,531	2.270%	419,074.97	444,248.64	(1,280.45)	445,529.09	1,222.30
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,568	2.620%	274,540.98	288,414.65	(2,255.62)	290,670.27	800.74
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,780	2.350%	408,284.21	424,119.59	(2,090.84)	426,210.43	1,020.71
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,872	2.550%	434,658.62	459,258.89	(3,584.63)	462,843.52	1,267.75

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/17
Water Fund Operating Reserve (01-121800) Continued...										
FNMA Series 2015-M1 ASQ2	1.626%	01/30/15	02/01/18	216	1.260%	125,197.34	125,306.92	(1,141.46)	126,448.38	169.64
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	275	0.830%	162,722.35	162,972.64	(1,376.35)	164,348.99	210.18
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	550	1.200%	195,000.00	195,770.62	(1,179.36)	196,949.98	308.44
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	793	1.080%	381,115.36	383,035.61	(1,896.20)	384,931.81	522.76
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,312	1.680%	925,000.00	931,228.35	(3,005.37)	934,233.72	1,643.42
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,371	2.030%	272,953.65	272,953.65	(18,936.17)	291,889.82	1,023.58
FHLB Notes	0.625%	08/11/16	08/07/18	403	0.820%	635,000.00	633,673.12	1,060.72	632,612.40	1,587.50
FHLB Notes	0.625%	08/08/16	08/07/18	403	0.840%	1,250,000.00	1,247,001.29	2,426.29	1,244,575.00	3,125.00
FHLB Global Note	0.875%	08/25/16	10/01/18	458	0.910%	1,650,000.00	1,649,327.31	449.31	1,648,878.00	3,609.38
FHLMC Reference Note	0.875%	09/15/16	10/12/18	469	0.900%	400,000.00	399,893.06	65.06	399,828.00	768.06
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	476	1.180%	2,300,000.00	2,298,434.76	2,160.76	2,296,274.00	5,175.00
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	515	1.390%	990,000.00	993,289.56	(6,115.44)	999,405.00	1,519.38
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	577	1.400%	275,000.00	274,910.89	81.39	274,829.50	1,607.03
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	606	1.080%	1,100,000.00	1,098,563.47	1,159.47	1,097,404.00	3,819.44
FNMA Benchmark Note	1.000%	08/05/16	02/26/19	606	0.900%	2,255,000.00	2,258,713.60	(1,991.55)	2,260,705.15	7,829.86
Freddie Mac Notes	1.125%	03/24/16	04/15/19	654	1.150%	1,700,000.00	1,699,277.40	501.40	1,698,776.00	4,037.50
FNMA Notes	1.750%	06/30/16	06/20/19	720	0.800%	1,000,000.00	1,018,435.02	(9,274.98)	1,027,710.00	534.72
FHLB Global Note	1.125%	06/02/16	06/21/19	721	1.140%	1,050,000.00	1,049,712.12	153.12	1,049,559.00	328.13
FHLMC Reference Note	0.875%	07/20/16	07/19/19	749	0.960%	1,500,000.00	1,497,276.83	1,236.83	1,496,040.00	5,906.25
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	763	0.930%	1,600,000.00	1,598,123.07	811.07	1,597,312.00	5,794.44
FHLB Global Note	0.875%	08/03/16	08/05/19	766	0.940%	600,000.00	599,193.11	345.11	598,848.00	2,129.17
FHLB Notes	1.375%	11/17/16	11/15/19	868	1.380%	1,790,000.00	1,789,672.13	83.83	1,789,588.30	3,144.93
FNMA Benchmark Note	1.750%	12/03/14	11/26/19	879	1.610%	475,000.00	476,508.81	(1,554.94)	478,063.75	808.16
FNMA Notes	1.500%	02/24/17	02/28/20	973	1.520%	1,075,000.00	1,074,388.48	76.48	1,074,312.00	5,419.79
FHLMC Agency	1.375%	04/19/17	04/20/20	1,025	1.490%	1,075,000.00	1,071,560.73	237.23	1,071,323.50	2,915.19
FHLB Global Note	1.125%	08/02/16	07/14/21	1,475	1.210%	1,000,000.00	996,851.54	691.54	996,160.00	5,218.75
FHLB Global Note	1.125%	07/14/16	07/14/21	1,475	1.250%	1,525,000.00	1,517,465.77	1,739.29	1,515,726.48	7,958.59
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,740	1.970%	1,120,000.00	1,115,187.67	216.47	1,114,971.20	4,725.00
Cooperative Rabobank U. A. CP	0.000%	02/16/17	10/23/17	115	1.290%	2,000,000.00	1,991,893.34	9,528.90	1,982,364.44	-
Bank of Montreal Chicago CP	0.000%	02/16/17	11/13/17	136	1.330%	2,000,000.00	1,990,100.00	9,826.67	1,980,273.33	-
Weighted Avg Maturity			1,087		1.384%	\$ 66,917,378.39	\$ 67,406,163.63	\$ (135,140.37)	\$ 67,541,304.00	\$ 197,088.55

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/17
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	0.930%	06/30/17	07/01/17	1	0.930%	101,867.97	101,867.97	-	101,867.97	-
US Treasury Notes	1.125%	04/24/15	04/30/20	1,035	1.350%	300,000.00	298,141.28	1,387.37	296,753.91	568.61
US Treasury Notes	1.750%	02/03/16	10/31/20	1,219	1.350%	250,000.00	253,285.63	(1,343.28)	254,628.91	737.09
US Treasury Notes	2.000%	03/28/16	11/30/20	1,249	1.380%	265,000.00	270,485.36	(1,957.41)	272,442.77	448.91
US Treasury Notes	1.625%	11/14/16	11/30/20	1,249	1.400%	320,000.00	322,375.62	(424.38)	322,800.00	440.44
US Treasury Notes	2.000%	03/28/16	10/31/21	1,584	1.520%	275,000.00	280,486.97	(1,527.68)	282,014.65	926.63
US Treasury Notes	1.875%	01/12/15	11/30/21	1,614	1.780%	260,000.00	261,099.64	(576.14)	261,675.78	412.91
US Treasury Notes	1.500%	12/30/15	01/31/22	1,676	2.040%	75,000.00	73,240.55	543.28	72,697.27	469.27
US Treasury Notes	1.500%	09/03/15	01/31/22	1,676	1.870%	350,000.00	344,354.12	2,119.74	342,234.38	2,189.92
US Treasury Notes	1.625%	02/26/15	08/15/22	1,872	1.820%	175,000.00	173,362.82	700.71	172,662.11	1,068.37
US Treasury Notes	1.625%	12/04/15	11/15/22	1,964	1.930%	200,000.00	196,947.60	838.22	196,109.38	415.08
US Treasury Notes	1.500%	02/01/17	03/31/23	2,100	2.210%	425,000.00	408,875.33	1,074.55	407,800.78	1,602.46
US Treasury Notes	1.750%	04/24/15	05/15/23	2,145	1.790%	390,000.00	389,095.94	314.69	388,781.25	871.67
US Treasury Notes	1.375%	01/03/17	08/31/23	2,253	2.240%	200,000.00	190,046.90	726.59	189,320.31	919.16
US Treasury Notes	1.375%	09/01/16	08/31/23	2,253	1.470%	275,000.00	273,456.93	197.16	273,259.77	1,263.84
US Treasury Notes	2.750%	12/05/16	11/15/23	2,329	2.260%	60,000.00	61,733.71	(143.63)	61,877.34	210.73
US Treasury Notes	2.750%	03/28/16	11/15/23	2,329	1.720%	150,000.00	159,261.74	(1,712.87)	160,974.61	526.83
US Treasury Notes	2.750%	10/09/15	11/15/23	2,329	1.910%	155,000.00	162,807.45	(1,958.76)	164,766.21	544.40
US Treasury Notes	2.750%	05/26/16	11/15/23	2,329	1.650%	275,000.00	293,188.36	(2,909.30)	296,097.66	965.86
US Treasury Notes	2.750%	10/05/16	02/15/24	2,421	1.460%	75,000.00	81,095.96	(642.32)	81,738.28	774.86
US Treasury Notes	2.500%	03/16/17	05/15/24	2,511	2.450%	300,000.00	300,929.59	(31.35)	300,960.94	957.88
US Treasury Notes	2.000%	06/28/17	05/31/24	2,527	1.970%	285,000.00	285,544.93	(0.58)	285,545.51	482.79
US Treasury Notes	2.375%	03/28/16	08/15/24	2,603	1.810%	200,000.00	207,458.70	(1,220.99)	208,679.69	1,784.53
US Treasury Notes	2.125%	05/03/16	05/15/25	2,876	1.760%	150,000.00	154,015.90	(542.69)	154,558.59	407.10
US Treasury Notes	2.250%	07/06/16	11/15/25	3,060	1.320%	105,000.00	112,759.12	(854.16)	113,613.28	301.73
US Treasury Notes	2.250%	06/27/16	11/15/25	3,060	1.450%	115,000.00	122,226.57	(809.95)	123,036.52	330.47
Inter-American Development Bank	1.000%	04/12/16	05/13/19	682	1.100%	140,000.00	139,744.13	164.13	139,580.00	186.67
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,348	1.730%	150,000.00	149,466.09	180.09	149,286.00	758.33
Asian Development Bank Note	1.625%	03/16/16	03/16/21	1,355	1.640%	150,000.00	149,913.45	28.95	149,884.50	710.94
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	458	1.650%	95,000.00	95,000.00	-	95,000.00	391.88
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	731	2.160%	150,000.00	150,000.00	-	150,000.00	1,622.25
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	823	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	946	1.880%	75,000.00	76,636.05	(1,327.20)	77,963.25	859.38
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	989	2.290%	70,000.00	70,000.00	-	70,000.00	472.82
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	1,050	2.250%	50,000.00	50,000.00	-	50,000.00	143.94
NY Trans Fin Auth, NY Txbl Rev Bonds	1.500%	07/14/16	05/01/21	1,401	1.500%	100,000.00	100,000.00	-	100,000.00	256.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,380	2.270%	57,130.61	60,438.47	(262.80)	60,701.27	166.63
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,531	2.270%	76,582.22	81,182.49	(233.99)	81,416.48	223.36
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,568	2.620%	67,827.78	71,255.40	(557.26)	71,812.66	197.83
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,780	2.350%	61,242.61	63,617.91	(313.65)	63,931.56	153.11
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,872	2.550%	71,739.79	75,800.03	(591.65)	76,391.68	209.24

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/17	
Water Fund L-T Water Capital Reserve (01-121900) Continued...											
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	550	1.200%	45,000.00	45,177.84	(272.16)	45,450.00	71.18	
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	793	1.080%	71,739.37	72,100.83	(356.93)	72,457.76	98.40	
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,312	1.680%	175,000.00	176,178.34	(568.58)	176,746.92	310.92	
FNMA SERIES 2015	2.013%	03/31/15	07/01/22	1,827	1.710%	19,067.06	19,189.40	(67.98)	19,257.38	31.98	
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	325	1.300%	425,000.00	423,396.84	5,498.59	417,898.25	413.19	
FHLB Notes	0.625%	08/11/16	08/07/18	403	0.820%	235,000.00	234,508.95	392.55	234,116.40	587.50	
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	515	1.780%	475,000.00	473,998.99	2,390.49	471,608.50	728.99	
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	599	1.550%	400,000.00	402,089.34	(3,854.66)	405,944.00	2,750.00	
FHLB Global Note	1.125%	06/02/16	06/21/19	721	1.140%	375,000.00	374,897.19	54.69	374,842.50	117.19	
FNMA Notes	1.000%	10/19/16	08/28/19	789	1.040%	2,135,000.00	2,133,222.59	571.09	2,132,651.50	7,175.97	
FHLB Global Note	1.125%	07/13/16	07/14/21	1,475	1.230%	250,000.00	248,999.30	231.80	248,767.50	1,304.69	
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,740	1.970%	500,000.00	497,851.64	96.64	497,755.00	2,109.38	
FNMA Notes	2.125%	04/26/16	04/24/26	3,220	2.210%	210,000.00	208,533.48	175.68	208,357.80	830.52	
				Weighted Avg Maturity	1.498	1.586%	\$ 12,402,197.41	\$ 12,461,343.44	\$ (7,375.34)	\$ 12,468,718.78	\$ 42,665.73
Capital Reserve (01-122000)											
III - Money Market (PFM Asset Management)	0.930%	06/30/17	07/01/17	1	0.930%	117,627.28	117,627.28	-	117,627.28	-	
US Treasury Notes	1.500%	06/26/17	08/31/18	427	1.280%	2,500,000.00	2,506,372.43	(72.88)	2,506,445.31	12,533.97	
US Treasury Notes	0.750%	06/22/17	10/31/18	488	1.310%	2,500,000.00	2,481,586.30	336.30	2,481,250.00	3,158.97	
US Treasury Notes	0.750%	06/22/17	02/15/19	595	1.340%	2,500,000.00	2,476,336.10	359.54	2,475,976.56	7,044.20	
US Treasury Notes	1.625%	11/14/16	04/30/19	669	1.060%	915,000.00	924,339.28	(3,170.49)	927,509.77	2,505.06	
US Treasury Notes	0.875%	06/22/17	09/15/19	807	1.400%	2,500,000.00	2,471,503.73	312.32	2,471,191.41	6,419.84	
US Treasury Notes	1.500%	12/05/16	11/30/19	883	1.450%	1,775,000.00	1,777,253.17	(520.27)	1,777,773.44	2,255.12	
US Treasury Notes	1.250%	01/05/17	01/31/20	945	1.520%	150,000.00	148,986.39	187.56	148,798.83	782.11	
US Treasury Notes	1.375%	02/01/17	02/29/20	974	1.570%	1,500,000.00	1,492,600.53	1,113.81	1,491,386.72	6,893.68	
US Treasury Notes	1.125%	03/14/17	03/31/20	1,005	1.700%	600,000.00	590,845.55	970.55	589,875.00	1,696.72	
US Treasury Notes	1.375%	06/22/17	03/31/20	1,005	1.490%	2,500,000.00	2,492,353.58	68.42	2,492,285.16	8,640.71	
US Treasury Notes	1.375%	05/09/17	05/31/20	1,066	1.700%	1,000,000.00	994,527.21	269.40	994,257.81	1,164.62	
US Treasury Notes	1.625%	06/28/17	06/30/20	1,096	1.500%	3,300,000.00	3,311,957.19	(31.09)	3,311,988.28	145.72	
US Treasury Notes	2.000%	06/22/17	07/31/20	1,127	1.550%	2,500,000.00	2,533,819.28	(262.75)	2,534,082.03	20,856.35	
US Treasury Bill	0.000%	06/22/17	06/21/18	356	1.210%	900,000.00	889,349.99	269.99	889,080.00	-	
Intl Bank of Recons and Dev Notes (World Bank)	0.875%	04/12/16	07/19/18	384	0.950%	600,000.00	599,500.88	562.88	598,938.00	2,362.50	
African Development Bank Note	1.625%	10/31/16	10/02/18	459	1.120%	200,000.00	201,257.54	(656.46)	201,914.00	803.47	
Inter-American Development Bank	1.000%	04/12/16	05/13/19	682	1.100%	420,000.00	419,232.40	492.40	418,740.00	560.00	
African Development Bank Note	1.125%	09/14/16	09/20/19	812	1.160%	235,000.00	234,814.91	64.01	234,750.90	741.72	
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	93	1.090%	35,000.00	35,000.00	-	35,000.00	95.38	
Regional Trans Auth, IL Rev Bonds	1.250%	04/26/16	05/04/18	308	1.250%	600,000.00	600,000.00	-	600,000.00	1,875.00	
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	731	2.160%	600,000.00	600,000.00	-	600,000.00	6,489.00	
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	776	1.230%	330,000.00	330,507.74	(205.06)	330,712.80	1,620.67	

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 June 30, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/17
Capital Reserve (01-122000) Continued...										
FNMA SERIES 2015 M1	1.626%	01/30/15	02/01/18	216	1.260%	62,598.68	62,653.47	(570.73)	63,224.20	84.82
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	275	1.260%	97,633.41	97,783.59	(825.80)	98,609.39	126.11
FNMA Series 2014-M1 ASQ2	2.323%	09/01/16	11/01/18	489	1.150%	219,251.99	221,880.74	(2,030.38)	223,911.12	424.44
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	550	1.200%	130,000.00	130,513.75	(786.24)	131,299.99	205.63
FNMA Series 2016-M9 ASQ2	1.785%	06/09/16	06/01/19	701	1.050%	165,338.45	166,329.11	(662.65)	166,991.76	245.94
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	793	1.080%	246,604.05	247,846.56	(1,226.96)	249,073.52	338.26
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	915	0.770%	67,893.83	69,543.45	(1,638.99)	71,182.44	254.60
FNMA Series 2015-M12 FA	0.540%	09/30/15	04/25/20	1,030	0.540%	341,410.14	341,410.14	122.89	341,287.25	315.80
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,371	2.030%	191,067.55	191,067.55	(13,255.32)	204,322.87	716.50
Federal Home Loan Banks Agcy	0.875%	08/11/16	06/29/18	364	0.850%	450,000.00	450,091.17	(79.83)	450,171.00	21.88
Federal Home Loan Banks Agcy	0.875%	05/26/16	06/29/18	364	0.990%	785,000.00	784,093.90	985.75	783,108.15	38.16
FHLB Notes	0.625%	07/07/16	08/07/18	403	0.730%	750,000.00	749,172.10	732.10	748,440.00	1,875.00
FHLB Notes	0.625%	08/10/16	08/07/18	403	0.810%	870,000.00	868,269.17	1,383.77	866,885.40	2,175.00
FHLB Global Note	0.875%	08/25/16	10/01/18	458	0.910%	550,000.00	549,775.77	149.77	549,626.00	1,203.13
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	476	1.180%	1,475,000.00	1,473,996.20	1,385.70	1,472,610.50	3,318.75
FHLB Notes	1.250%	12/08/16	01/16/19	565	1.250%	700,000.00	699,977.76	5.76	699,972.00	4,010.42
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	577	1.400%	1,255,000.00	1,254,593.32	371.42	1,254,221.90	7,333.91
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	606	1.080%	1,475,000.00	1,473,073.74	1,554.74	1,471,519.00	5,121.53
Freddie Mac Notes	1.125%	03/31/16	04/15/19	654	1.050%	925,000.00	926,303.65	(897.85)	927,201.50	2,196.88
FHLB Global Note	1.125%	06/27/16	06/21/19	721	0.820%	1,125,000.00	1,131,781.03	(3,415.39)	1,135,196.42	351.56
FHLMC Reference Note	0.875%	07/19/16	07/19/19	749	0.960%	650,000.00	648,919.30	492.30	648,427.00	2,559.38
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	763	0.930%	750,000.00	749,120.19	380.19	748,740.00	2,716.15
FNMA Notes	0.875%	08/31/16	08/28/19	789	1.050%	1,675,000.00	1,673,103.25	716.25	1,672,387.00	5,629.86
FHLB Global Note	1.000%	10/03/16	09/26/19	818	1.010%	750,000.00	749,802.33	64.83	749,737.50	1,979.17
FNMA Notes	1.500%	02/24/17	02/28/20	973	1.520%	750,000.00	749,573.36	53.36	749,520.00	3,781.25
FHLMC Agency	1.375%	04/19/17	04/20/20	1,025	1.490%	1,200,000.00	1,196,160.82	264.82	1,195,896.00	3,254.17
BNP Paribas NY CP	0.000%	10/21/16	07/18/17	18	1.330%	600,000.00	599,626.00	5,566.00	594,060.00	-
Credit Agricole CIB NY CP	0.000%	02/03/17	08/02/17	33	1.240%	600,000.00	599,344.00	3,034.00	596,310.00	-
Cooperatieve Rabobank U. A. CP	0.000%	02/16/17	10/23/17	115	1.290%	800,000.00	796,757.34	3,811.56	792,945.78	-
Bank of Montreal Chicago CP	0.000%	02/16/17	11/13/17	136	1.330%	800,000.00	796,040.00	3,930.67	792,109.33	-
JP Morgan Securities LLC CP	0.000%	06/21/17	03/16/18	259	1.510%	1,250,000.00	1,236,652.08	517.36	1,236,134.72	-
Toyota Motor Credit Corp	0.000%	06/21/17	03/16/18	259	1.460%	1,250,000.00	1,237,100.00	500.00	1,236,600.00	-
Weighted Avg Maturity			678		1.298%	\$ 51,234,425.38	\$ 51,152,026.32	\$ 721.28	\$ 51,151,305.04	\$ 138,923.11
TOTAL ALL FUNDS					1.332%	\$146,074,627.47	\$ 146,539,366.35	\$ (132,175.26)	\$146,671,541.61	\$ 378,677.39
Less: Net Unsettled Trades										
							\$ 146,539,366.35			
June 30, 2017			90 DAY US TREASURY YIELD		1.03%		Longest Maturity	3,220	\$ 210,000.00	
			3 month US Treasury Bill Index		0.88%					
			0-3 Year US Treasury Index		1.30%					
			1-3 Year US Treasury Index		1.39%					
			1-5 Year US Treasury Index		1.53%					
			1-10 Year US Treasury Index		1.70%					

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2017 to June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 20,345,260
Cash payments to suppliers	(16,872,558)
Cash payments to employees	(573,037)
Net cash from operating activities	2,899,665

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	206,906
Cash received/paid from long term loans	(97,461)
Cash payments for net pension activity	0
Net cash from noncapital financing activities	109,445

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(336,499)
Net cash from capital and related financing activities	(336,499)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	260,056
Net cash from investing activities	260,056

Net Increase (Decrease) in cash and investments	2,932,667
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CASH AND INVESTMENTS, MAY 1, 2017	161,935,569
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CASH AND INVESTMENTS, JUNE 30, 2017	\$ 164,868,236
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June 30, 2017
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	6/30/2017		
	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 <i># of days per current fiscal year management budget</i>	\$ 42,755,357 120	\$ 67,406,164 189	\$ 24,650,807
B. Capital Reserve	\$ 50,701,790	\$ 51,102,902	\$ 401,112
C. Long Term Water Capital Reserve	\$ 12,025,000	\$ 12,461,343	\$ 436,343
D. O+M Account (1)	\$ 11,657,228	\$ 30,386,827	\$ 18,729,599
E. Current Construction Obligation and Customer Construction Escrows	\$ 49,124	\$ 49,124	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 117,188,499	\$ 161,406,360	\$ 44,217,861

TABLE 2	
OTHER CASH	
F. General Fund	\$ 3,461,600
G. Sales Tax	\$ 276
TOTAL TABLE 2-OTHER CASH	\$ 3,461,875
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 164,868,236

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.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: August 8, 2017
SUBJECT: TREASURER'S REPORT – July 31, 2017

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 \$165.8 million at July 31st, an increase of \$0.9 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$19.1 million at July 31st, an increase of approximately \$0.8 million compared to the \$18.3 million reported last month.
3. The BMO Harris money market accounts had \$12.1 million at month-end, relatively unchanged from the prior month balance.
4. During the month of July, the IIT money market accounts increased by approximately \$2.4 million from the prior month.
5. In July, our holdings of U.S. Agency increased by \$5.8 million, and Commercial Paper and U.S. Treasury investments decreased by approximately \$2.1 million and \$5.8 million, respectively.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the three months ended July 31, 2017, the Commission's cash and investments increased a total of \$3.9 million.
 - The Operating & Maintenance Account decreased by \$1.5 million, for an ending balance of \$31.2 million.
 - The General Account decreased by \$16.3 million, for an ending balance of \$3.5 million. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June.
 - The Sales Tax Account remained unchanged at \$275.
 - The Capital Reserve Fund increased \$21.4 for a balance of \$51.2 million.
 - The Operating Reserve Account increased \$216,254 for a balance of \$67.4 million.

- The Long-Term Capital Reserve Account increased by \$52,044 for a balance of \$12.5 million.

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

Cash and Investments by Account

Account	Balance 4/30/2017	Balance 7/31/2017	Increase (Decrease)
Operations & Maintenance	\$32,727,195	\$31,206,537	\$(1,520,658)
General Account	19,715,309	3,464,593	(16,250,716)
Sales Tax	275	276	1
Operating Reserve	67,223,928	67,440,182	216,254
Capital Reserve	29,853,221	51,220,118	21,366,897
Long-Term Cap. Reserve	12,415,641	12,467,685	52,044
Total Cash & Investments	\$161,935,569	\$165,799,391	\$3,863,822

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 1.36%, an increase from the prior month average yield to maturity of 1.33%.
2. The portfolio is showing estimated unrealized losses of \$453,100 at July 31, 2017, compared to \$541,239 in unrealized losses at April 30, 2017.
3. The amortized cost of our investments was \$146.7 million at July 31st, up slightly from the previous month due to interest earned.

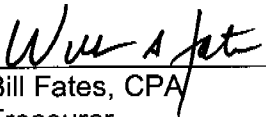
Statement of Cash Flows (Page 11)

1. The statement of cash flows shows a breakdown of the \$3.9 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by \$3.8 million.
3. Approximately \$217,000 of sales tax revenue was received.
4. Capital Assets purchased were about \$392,000 year-to-date.
5. Cash flow from investment activity generated \$390,000.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all recommended reserve balances at July 31st.
2. The Operating and Maintenance Account was \$31.2 million which is a balance currently sufficient enough to cover an estimated 88 days of normal operation and maintenance costs.
3. The Operating Reserve account was \$67.4 million which is approximately 189 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 July 31, 2017

FUNDS CONSIST OF:	July 31, 2017	June 30, 2017	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	19,136,837.24	18,327,669.26	809,167.98
TOTAL CASH	19,138,037.24	18,328,869.26	809,167.98
IIIT MONEY MARKET FUNDS	4,633,413.27	2,249,314.46	2,384,098.81
BMO HARRIS MONEY MARKET FUNDS	12,068,500.03	12,057,957.74	10,542.29
U. S. TREASURY INVESTMENTS	51,619,639.27	57,408,787.07	(5,789,147.80)
U. S. AGENCY INVESTMENTS	57,402,754.55	51,591,560.52	5,811,194.03
MUNICIPAL BONDS	6,226,046.39	6,226,416.45	(370.06)
COMMERCIAL PAPER	8,657,944.94	10,746,719.43	(2,088,774.49)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	6,053,055.28	6,258,610.68	(205,555.40)
CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
TOTAL INVESTMENTS	146,661,353.73	146,539,366.35	121,987.38
TOTAL CASH AND INVESTMENTS	165,799,390.97	164,868,235.61	931,155.36
	July 31, 2017	June 30, 2017	% CHANGE
IIIT MONEY MARKET FUNDS	3.3%	1.6%	106.0%
BMO HARRIS MONEY MARKET FUNDS	8.2%	8.2%	0.1%
U. S. TREASURY INVESTMENTS	35.2%	39.2%	-10.1%
U. S. AGENCY INVESTMENTS	39.1%	35.2%	11.3%
MUNICIPAL BONDS	4.2%	4.2%	0.0%
COMMERCIAL PAPER	5.9%	7.3%	-19.4%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	4.1%	4.3%	-3.3%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/17
<u>Water Fund Oper. & Maint. Acct. (01-121103)</u>										
BMO Harris - Money Market	1.100%	07/31/17	08/01/17	1	1.100%	\$ 12,068,500.03	\$ 12,068,500.03	\$ -	\$ 12,068,500.03	-
<u>Water Fund General Account (01-121700)</u>										
IIIT - Money Market	1.080%	07/31/17	08/01/17	1	1.080%	3,464,593.47	3,464,593.47	-	3,464,593.47	-
	Weighted Avg Maturity		1		1.080%	\$ 3,464,593.47	\$ 3,464,593.47	\$ -	\$ 3,464,593.47	\$ -
<u>Sales Tax Funds (01-123000)</u>										
IIIT - Money Market	1.080%	07/31/17	08/01/17	1	1.080%	275.91	275.91	-	275.91	-
	Weighted Avg Maturity		1		1.080%	\$ 275.91	\$ 275.91	\$ -	\$ 275.91	\$ -

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 July 31, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/17
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	1.080%	07/31/17	08/01/17	1	1.080%	185,593.65	185,593.65	-	185,593.65	-
US Treasury Notes	1.625%	11/14/16	04/30/19	638	1.060%	205,000.00	206,997.00	(805.73)	207,802.73	841.86
US Treasury Notes	1.000%	08/25/15	11/30/19	852	1.340%	850,000.00	843,405.41	5,325.33	838,080.08	1,439.89
US Treasury Notes	2.000%	12/04/15	07/31/20	1,096	1.580%	1,075,000.00	1,088,227.70	(7,054.53)	1,095,282.23	58.42
US Treasury Notes	2.125%	12/30/15	08/31/20	1,127	1.740%	575,000.00	581,662.12	(3,288.08)	584,950.20	5,113.28
US Treasury Notes	1.750%	02/03/16	10/31/20	1,188	1.350%	740,000.00	749,484.70	(4,216.86)	753,701.56	3,272.69
US Treasury Notes	2.625%	05/03/16	11/15/20	1,203	1.210%	2,400,000.00	2,508,981.22	(39,893.78)	2,548,875.00	13,353.26
US Treasury Notes	2.000%	03/24/16	11/30/20	1,218	1.380%	2,000,000.00	2,040,191.62	(15,824.01)	2,056,015.63	6,775.96
US Treasury Notes	2.375%	03/31/16	12/31/20	1,249	1.280%	775,000.00	803,215.01	(10,716.63)	813,931.64	1,600.54
US Treasury Notes	2.000%	07/06/16	02/28/21	1,308	0.920%	775,000.00	804,357.83	(8,544.51)	812,902.34	6,486.41
US Treasury Notes	1.250%	06/27/16	03/31/21	1,339	0.980%	1,265,000.00	1,277,483.41	(3,625.58)	1,281,108.99	5,314.04
US Treasury Notes	2.000%	01/05/17	05/31/21	1,400	1.870%	1,300,000.00	1,306,139.09	(868.72)	1,307,007.81	4,404.37
US Treasury Notes	2.000%	09/01/16	05/31/21	1,400	1.220%	1,950,000.00	2,006,914.08	(13,164.05)	2,020,078.13	6,606.56
US Treasury Notes	2.000%	10/05/16	08/31/21	1,492	1.210%	1,275,000.00	1,315,039.68	(7,822.62)	1,322,862.30	10,671.20
US Treasury Notes	2.000%	12/05/16	08/31/21	1,492	1.930%	2,150,000.00	2,155,558.27	(824.54)	2,156,382.81	17,994.57
US Treasury Notes	1.250%	03/13/17	10/31/21	1,553	2.110%	855,000.00	825,137.75	2,534.23	822,603.52	2,700.92
US Treasury Notes	1.750%	04/03/17	11/30/21	1,583	1.860%	1,500,000.00	1,493,227.97	493.59	1,492,734.38	4,446.72
US Treasury Notes	2.125%	06/28/17	12/31/21	1,614	1.720%	4,000,000.00	4,069,379.76	(1,401.49)	4,070,781.25	7,391.30
US Treasury Notes	1.750%	05/11/17	04/30/22	1,734	1.930%	1,050,000.00	1,041,325.65	390.10	1,040,935.55	4,643.68
Inter-American Development Bank	1.000%	04/12/16	05/13/19	651	1.100%	790,000.00	788,620.07	990.07	787,630.00	1,711.67
African Development Bank Note	1.125%	09/14/16	09/20/19	781	1.160%	505,000.00	504,617.00	152.30	504,464.70	2,067.34
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,317	1.730%	925,000.00	921,779.55	1,182.55	920,597.00	5,928.99
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	427	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	427	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	592	1.970%	300,000.00	300,000.00	-	300,000.00	2,237.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	653	2.000%	135,000.00	135,000.00	-	135,000.00	570.86
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	700	2.160%	925,000.00	925,000.00	-	925,000.00	1,667.31
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	745	1.230%	710,000.00	711,050.14	(483.46)	711,533.60	4,256.06
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	792	1.680%	310,000.00	310,000.00	-	310,000.00	1,734.97
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	915	1.880%	375,000.00	382,923.47	(6,892.78)	389,816.25	5,156.25
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	1,370	1.500%	600,000.00	600,000.00	-	600,000.00	2,250.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,349	2.270%	352,612.01	372,910.58	(1,739.68)	374,650.26	1,028.45
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,500	2.270%	410,653.78	435,193.75	(1,382.56)	436,576.31	1,197.74
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,537	2.620%	272,676.99	286,408.19	(2,288.58)	288,696.77	795.31
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,749	2.350%	403,567.95	419,142.76	(2,144.34)	421,287.10	1,008.92
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,841	2.550%	432,387.03	456,711.12	(3,713.51)	460,424.63	1,261.13

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Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	1.080%	07/31/17	08/01/17	1	1.080%	116,796.97	116,796.97	-	116,796.97	-
US Treasury Notes	1.125%	04/24/15	04/30/20	1,004	1.350%	300,000.00	298,195.60	1,441.69	296,753.91	852.92
US Treasury Notes	1.750%	02/03/16	10/31/20	1,188	1.350%	250,000.00	253,204.29	(1,424.62)	254,628.91	1,105.64
US Treasury Notes	2.000%	03/28/16	11/30/20	1,218	1.380%	265,000.00	270,352.18	(2,090.59)	272,442.77	897.81
US Treasury Notes	1.625%	11/14/16	11/30/20	1,218	1.400%	320,000.00	322,317.96	(482.04)	322,800.00	880.87
US Treasury Notes	2.000%	03/28/16	10/31/21	1,553	1.520%	275,000.00	280,383.59	(1,631.06)	282,014.65	1,389.95
US Treasury Notes	1.875%	01/12/15	11/30/21	1,583	1.780%	260,000.00	261,079.30	(596.48)	261,675.78	825.82
US Treasury Notes	1.500%	12/30/15	01/31/22	1,645	2.040%	75,000.00	73,271.81	574.54	72,697.27	3.06
US Treasury Notes	1.500%	09/03/15	01/31/22	1,645	1.870%	350,000.00	344,454.86	2,220.48	342,234.38	14.27
US Treasury Notes	1.625%	02/26/15	08/15/22	1,841	1.820%	175,000.00	173,388.87	726.76	172,662.11	1,311.90
US Treasury Notes	1.625%	12/04/15	11/15/22	1,933	1.930%	200,000.00	196,993.16	883.78	196,109.38	688.86
US Treasury Notes	1.500%	02/01/17	03/31/23	2,069	2.210%	425,000.00	409,098.26	1,297.48	407,800.78	2,142.42
US Treasury Notes	1.750%	04/24/15	05/15/23	2,114	1.790%	390,000.00	389,108.27	327.02	388,781.25	1,446.60
US Treasury Notes	1.375%	01/03/17	08/31/23	2,222	2.240%	200,000.00	190,173.52	853.21	189,320.31	1,150.82
US Treasury Notes	1.375%	09/01/16	08/31/23	2,222	1.470%	275,000.00	273,477.05	217.28	273,259.77	1,582.37
US Treasury Notes	2.750%	12/05/16	11/15/23	2,298	2.260%	60,000.00	61,712.34	(165.00)	61,877.34	349.73
US Treasury Notes	2.750%	03/28/16	11/15/23	2,298	1.720%	150,000.00	159,145.62	(1,828.99)	160,974.61	874.32
US Treasury Notes	2.750%	10/09/15	11/15/23	2,298	1.910%	155,000.00	162,710.12	(2,056.09)	164,766.21	903.46
US Treasury Notes	2.750%	05/26/16	11/15/23	2,298	1.650%	275,000.00	292,959.83	(3,137.83)	296,097.66	1,602.92
US Treasury Notes	2.750%	10/05/16	02/15/24	2,390	1.460%	75,000.00	81,021.02	(717.26)	81,738.28	951.48
US Treasury Notes	2.500%	03/16/17	05/15/24	2,480	2.450%	300,000.00	300,919.09	(41.85)	300,960.94	1,589.67
US Treasury Notes	2.000%	06/28/17	05/31/24	2,496	1.970%	285,000.00	285,539.02	(6.49)	285,545.51	965.57
US Treasury Notes	2.375%	03/28/16	08/15/24	2,572	1.810%	200,000.00	207,374.88	(1,304.81)	208,679.69	2,191.30
US Treasury Notes	2.125%	05/03/16	05/15/25	2,845	1.760%	150,000.00	153,975.73	(582.86)	154,558.59	675.61
US Treasury Notes	2.250%	07/06/16	11/15/25	3,029	1.320%	105,000.00	112,685.13	(928.15)	113,613.28	500.75
US Treasury Notes	2.250%	06/27/16	11/15/25	3,029	1.450%	115,000.00	122,158.04	(878.48)	123,036.52	548.44
Inter-American Development Bank	1.000%	04/12/16	05/13/19	651	1.100%	140,000.00	139,755.46	175.46	139,580.00	303.33
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,317	1.730%	150,000.00	149,477.76	191.76	149,286.00	961.46
Asian Development Bank Note	1.625%	03/16/16	03/16/21	1,324	1.840%	150,000.00	149,915.34	30.84	149,884.50	914.06
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	427	1.650%	95,000.00	95,000.00	-	95,000.00	522.50
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	700	2.160%	150,000.00	150,000.00	-	150,000.00	270.38
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	792	1.680%	40,000.00	40,000.00	-	40,000.00	223.87
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	915	1.880%	75,000.00	76,584.69	(1,378.56)	77,963.25	1,031.25
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	958	2.290%	70,000.00	70,000.00	-	70,000.00	606.64
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	1,019	2.250%	50,000.00	50,000.00	-	50,000.00	237.82
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	1,370	1.500%	100,000.00	100,000.00	-	100,000.00	375.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,349	2.270%	56,478.99	59,730.27	(278.65)	60,008.92	164.73
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,500	2.270%	75,043.32	79,527.78	(252.66)	79,780.44	218.88
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,537	2.620%	67,367.27	70,759.69	(565.41)	71,325.10	196.49
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,749	2.350%	60,535.17	62,871.39	(321.67)	63,193.06	151.34
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,841	2.550%	71,364.87	75,379.53	(612.92)	75,992.45	208.15

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 07/31/17
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	519	1.200%	45,000.00	45,163.64	(286.36)	45,450.00	71.18
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	762	1.080%	67,903.86	68,228.96	(354.88)	68,583.84	93.14
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,281	1.680%	175,000.00	176,144.52	(602.40)	176,746.92	310.92
FNMA SERIES 2015	2.013%	03/31/15	07/01/22	1,796	1.710%	18,750.96	18,868.74	(69.38)	18,938.12	31.45
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	294	1.300%	425,000.00	423,546.59	5,648.34	417,898.25	723.09
FHLB Notes	0.625%	08/11/16	08/07/18	372	0.820%	235,000.00	234,545.94	429.54	234,116.40	709.90
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	484	1.780%	475,000.00	474,057.78	2,449.28	471,608.50	1,372.22
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	568	1.550%	400,000.00	401,984.25	(3,959.75)	405,944.00	3,375.00
FHLB Global Note	1.125%	06/02/16	06/21/19	690	1.140%	375,000.00	374,901.50	59.00	374,842.50	468.75
FNMA Notes	1.000%	10/19/16	08/28/19	758	1.040%	2,135,000.00	2,133,291.79	640.29	2,132,651.50	9,073.75
FHLB Global Note	1.125%	07/13/16	07/14/21	1,444	1.230%	250,000.00	249,019.47	251.97	248,767.50	132.81
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,709	1.970%	500,000.00	497,887.43	132.43	497,755.00	2,890.63
FNMA Notes	2.125%	04/26/16	04/24/26	3,189	2.210%	210,000.00	208,546.06	188.26	208,357.80	1,202.40
		Weighted Avg Maturity	1.464		1.586%	\$ 12,409,241.41	\$ 12,467,685.09	\$ (7,815.83)	\$ 12,475,500.92	\$ 52,287.70
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	1.080%	07/31/17	08/01/17	1	1.080%	866,153.27	866,153.27	-	866,153.27	-
US Treasury Notes	0.750%	06/22/17	10/31/18	457	1.310%	2,500,000.00	2,482,744.63	1,494.63	2,481,250.00	4,738.45
US Treasury Notes	0.750%	06/22/17	02/15/19	564	1.340%	600,000.00	594,617.89	383.52	584,234.37	2,075.97
US Treasury Notes	1.625%	11/14/16	04/30/19	638	1.060%	915,000.00	923,913.44	(3,596.33)	927,509.77	3,757.59
US Treasury Notes	0.875%	06/22/17	09/15/19	776	1.400%	2,500,000.00	2,472,579.50	1,388.09	2,471,191.41	8,262.57
US Treasury Notes	1.500%	12/05/16	11/30/19	852	1.450%	1,775,000.00	1,777,175.32	(598.12)	1,777,773.44	4,510.25
US Treasury Notes	1.250%	01/05/17	01/31/20	914	1.520%	150,000.00	149,019.26	220.43	148,798.83	5.10
US Treasury Notes	1.375%	02/01/17	02/29/20	943	1.570%	1,500,000.00	1,492,732.35	1,345.63	1,491,386.72	8,631.11
US Treasury Notes	1.125%	03/14/17	03/31/20	974	1.700%	600,000.00	591,121.19	1,246.19	589,875.00	2,268.44
US Treasury Notes	1.375%	06/22/17	03/31/20	974	1.490%	2,500,000.00	2,492,589.30	304.14	2,492,285.16	11,552.25
US Treasury Notes	1.375%	05/09/17	05/31/20	1,035	1.700%	1,000,000.00	994,683.03	425.22	994,257.81	2,329.23
US Treasury Notes	1.625%	06/28/17	06/30/20	1,065	1.500%	3,300,000.00	3,311,627.39	(360.89)	3,311,988.28	4,663.04
US Treasury Notes	2.000%	07/06/17	07/31/20	1,096	1.610%	1,000,000.00	1,011,493.98	(263.83)	1,011,757.81	54.35
US Treasury Notes	2.000%	06/22/17	07/31/20	1,096	1.550%	2,500,000.00	2,532,914.18	(1,167.85)	2,534,082.03	135.87
Intl Bank of Recons and Dev Notes (World Bank)	0.875%	04/12/16	07/19/18	353	0.950%	600,000.00	599,540.30	602.30	598,938.00	175.00
African Development Bank Note	1.625%	10/31/16	10/02/18	428	1.120%	200,000.00	201,174.45	(739.55)	201,914.00	1,074.31
Inter-American Development Bank	1.000%	04/12/16	05/13/19	651	1.100%	420,000.00	419,266.37	526.37	418,740.00	910.00
African Development Bank Note	1.125%	09/14/16	09/20/19	781	1.160%	235,000.00	234,821.77	70.87	234,750.90	962.03
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	62	1.090%	35,000.00	35,000.00	-	35,000.00	127.17
Regional Trans Auth, IL Rev Bonds	1.250%	04/26/16	05/04/18	277	1.250%	600,000.00	600,000.00	-	600,000.00	2,500.00
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/06/16	07/01/19	700	2.160%	600,000.00	600,000.00	-	600,000.00	1,081.50
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	745	1.230%	330,000.00	330,488.09	(224.71)	330,712.80	1,978.17

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Capital Reserve (01-122000) Continued...										
FNMA SERIES 2015 M1	1.626%	01/30/15	02/01/18	185	1.260%	60,906.45	60,943.89	(571.17)	61,515.06	82.53
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	244	1.260%	86,309.66	86,417.63	(754.81)	87,172.44	111.48
FNMA Series 2014-M1 ASQ2	2.323%	09/01/16	11/01/18	458	1.150%	217,259.49	219,663.57	(2,212.71)	221,876.28	420.58
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	519	1.200%	130,000.00	130,472.72	(827.27)	131,299.99	205.63
FNMA Series 2016-M9 ASQ2	1.785%	06/09/16	06/01/19	670	1.050%	107,443.80	108,051.64	(466.55)	108,518.19	159.82
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	762	1.080%	233,419.49	234,537.03	(1,219.90)	235,756.93	320.17
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	884	0.770%	61,173.05	62,608.84	(1,527.28)	64,136.12	229.40
FNMA Series 2015-M12 FA	0.540%	09/30/15	04/25/20	999	0.540%	313,856.65	313,856.65	112.97	313,743.68	290.32
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,340	2.030%	187,073.02	187,073.02	(12,978.20)	200,051.22	701.52
Federal Home Loan Banks Agcy	0.875%	08/11/16	06/29/18	333	0.850%	450,000.00	450,083.55	(87.45)	450,171.00	350.00
Federal Home Loan Banks Agcy	0.875%	05/26/16	06/29/18	333	0.990%	785,000.00	784,169.64	1,061.49	783,108.15	610.56
FHLB Notes	0.625%	07/07/16	08/07/18	372	0.730%	750,000.00	749,234.51	794.51	748,440.00	2,265.63
FHLB Notes	0.625%	08/10/16	08/07/18	372	0.810%	870,000.00	868,399.57	1,514.17	866,885.40	2,628.13
FHLB Global Note	0.875%	08/25/16	10/01/18	427	0.910%	550,000.00	549,790.64	164.64	549,626.00	1,604.17
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	445	1.180%	1,475,000.00	1,474,060.12	1,449.62	1,472,610.50	4,701.56
FHLB Notes	1.250%	12/08/16	01/16/19	534	1.250%	700,000.00	699,978.95	6.95	699,972.00	364.58
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	546	1.400%	1,255,000.00	1,254,614.56	392.66	1,254,221.90	143.80
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	575	1.080%	1,475,000.00	1,473,169.91	1,650.91	1,471,519.00	6,350.69
Freddie Mac Notes	1.125%	03/31/16	04/15/19	623	1.050%	925,000.00	926,243.45	(958.05)	927,201.50	3,064.06
FHLB Global Note	1.125%	06/27/16	06/21/19	690	0.820%	1,125,000.00	1,131,496.28	(3,700.14)	1,135,196.42	1,406.25
FHLMC Reference Note	0.875%	07/19/16	07/19/19	718	0.960%	650,000.00	648,962.80	535.80	648,427.00	189.58
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	732	0.930%	750,000.00	749,154.95	414.95	748,740.00	3,263.02
Freddie Mac Notes	1.375%	07/18/17	08/15/19	745	1.450%	1,900,000.00	1,897,251.76	44.76	1,897,207.00	870.83
FNMA Notes	0.875%	08/31/16	08/28/19	758	1.050%	1,675,000.00	1,673,177.08	790.08	1,672,387.00	7,118.75
FHLB Global Note	1.000%	10/03/16	09/26/19	787	1.010%	750,000.00	749,809.61	72.11	749,737.50	2,604.17
FNMA Notes	1.500%	02/24/17	02/28/20	942	1.520%	750,000.00	749,586.72	66.72	749,520.00	4,781.25
FHLMC Agency	1.375%	04/19/17	04/20/20	994	1.490%	1,200,000.00	1,196,272.70	376.70	1,195,896.00	4,629.17
FNMA Notes	1.500%	07/28/17	07/30/20	1,095	1.600%	2,500,000.00	2,492,425.00	-	2,492,425.00	-
Credit Agricole CIB NY CP	0.000%	02/03/17	08/02/17	2	1.240%	600,000.00	599,979.50	3,669.50	596,310.00	-
Cooperative Rabobank U. A. CP	0.000%	02/16/17	10/23/17	84	1.290%	800,000.00	797,639.11	4,693.33	792,945.78	-
Bank of Montreal Chicago CP	0.000%	02/16/17	11/13/17	105	1.330%	800,000.00	796,949.33	4,840.00	792,109.33	-
JP Morgan Securities LLC CP	0.000%	06/21/17	03/16/18	228	1.510%	1,250,000.00	1,238,255.90	2,121.18	1,236,134.72	-
Toyota Motor Credit Corp	0.000%	06/21/17	03/16/18	228	1.460%	1,250,000.00	1,238,650.00	2,050.00	1,236,600.00	-
Weighted Avg Maturity			700		1.323%	\$ 51,358,594.88	\$ 51,306,636.34	\$ 2,575.63	\$ 51,304,060.71	\$ 111,260.05
TOTAL ALL FUNDS					1.355%	\$146,267,345.82	\$ 146,736,179.04	\$ (139,692.77)	\$146,875,871.81	\$ 387,828.66
Less: Net Unsettled Trades							(74,825.31)			
							<u>\$ 146,661,353.73</u>			
July 31, 2017	90 DAY US TREASURY YIELD				1.07%		Longest Maturity	3,189	\$ 210,000.00	
	3 month US Treasury Bill Index				1.00%					
	0-3 Year US Treasury Index				1.27%					
	1-3 Year US Treasury Index				1.35%					
	1-5 Year US Treasury Index				1.49%					
	1-10 Year US Treasury Index				1.66%					

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2017 to July 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 32,383,395
Cash payments to suppliers	(27,802,228)
Cash payments to employees	(805,328)
Net cash from operating activities	3,775,839

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	217,252
Cash received/paid from long term loans	(126,868)
Cash payments for net pension activity	0
Net cash from noncapital financing activities	90,384

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(392,274)
Net cash from capital and related financing activities	(392,274)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	389,873
Net cash from investing activities	389,873

Net Increase (Decrease) in cash and investments 3,863,822

CASH AND INVESTMENTS, MAY 1, 2017 161,935,569

CASH AND INVESTMENTS, JULY 31, 2017 \$ 165,799,391

July 31, 2017
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

7/31/2017			
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
RESERVE ANALYSIS			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 42,755,357 120	\$ 67,440,182 189	\$ 24,684,825
B. Capital Reserve	\$ 50,701,790	\$ 51,170,994	\$ 469,204
C. Long Term Water Capital Reserve	\$ 12,025,000	\$ 12,467,685	\$ 442,685
D. O+M Account (1)	\$ 11,491,719	\$ 31,206,537	\$ 19,714,819
E. Current Construction Obligation and Customer Construction Escrows	\$ 49,124	\$ 49,124	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 117,022,990	\$ 162,334,522	\$ 45,311,532

TABLE 2	
OTHER CASH	
F. General Fund	\$ 3,464,593
G. Sales Tax	\$ 276
TOTAL TABLE 2-OTHER CASH	\$ 3,464,869
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 165,799,391

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.

Preliminary and Tentative
For Discussion Purposes Only

DuPage Water Commission



Annual Financial Report

For the Fiscal Years Ended
April 30, 2017 and 2016

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

ANNUAL FINANCIAL REPORT

For the Years Ended
April 30, 2017 and 2016

“We are submitting to you the following draft of your financial statements to expedite your review. As stated in our engagement letter with you, the fair presentation of the financial statements is your responsibility. This draft, or elements within should not be shared with any external parties, nor should any inference be made to any parties that no material adjustments or material disclosure modifications are expected before these statements are submitted as final.”

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Preliminary and Tentative
For Discussion Purposes Only

INTRODUCTORY SECTION

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

PRINCIPAL OFFICIALS

April 30, 2017

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

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, 2017 and 2016, 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 an opinion on these financial statements based on our audits. We conducted our audits 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.

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the DuPage Water Commission, as of April 30, 2017 and 2016, 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
REPORT DATE

Preliminary and Tentative
For Discussion Purposes Only

FINANCIAL SECTION

Preliminary and Tentative
For Discussion Purposes Only

**GENERAL PURPOSE EXTERNAL
FINANCIAL STATEMENTS**

**DuPage Water Commission
Management's Discussion and Analysis**

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, 2017, 2016, and 2015.

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 of resources, liabilities and deferred inflows of resources, 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, 2017 and 2016.

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 of resources, liabilities, deferred inflows of resources, 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 \$10.4 million in fiscal year 2017. Revenues and contributions were \$130.3 million in fiscal 2017 compared to expenses totaling \$119.9 million. The Commission's revenues benefitted from greater than projected water sales and higher than budgeted investment income. Expenditures were lower than budgeted primarily due to increased energy cost savings and continued cost savings through improved efficiencies throughout the Commission. As of April 30, 2017, net investment in capital assets was \$343.3 million.

In fiscal year 2016, net position increased by \$44.8 million to \$494.1 million. Revenues of \$164.9 million were approximately 6.7% higher in fiscal year 2016 compared to the prior year. Expenses increased by approximately 7.6% to \$119.6 million compared to \$111.2 million in fiscal 2015. The Commission's revenues were above budgeted expectations primarily due to

higher than anticipated sales tax collections. Water sales were basically equal to budgeted amounts. Total operating expenditures continued to be below budgeted amounts due to lower than anticipated water purchases, additional energy cost savings, and sustained cost savings throughout the Commission. As of April 30, 2016, net investment in capital assets was \$347.8 million.

FINANCIAL ANALYSIS

Changes in Net Position. The table on page MD&A 3 presents information on the Commission's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between the four reported as net position at April 30, 2017, 2016 and 2015. Net capital assets represent the total of assets capitalized less accumulated depreciation.

Fiscal Year 2017

The net position for the Commission increased by \$10.4 million to \$504.5 million in fiscal year 2017. Net capital assets decreased by \$4.5 million in fiscal year 2017 due to depreciation expense of \$8.4 million offset by investment in new construction and equipment of \$3.9 million.

Net investment in capital assets also declined by \$4.5 million from the prior year. This is due to the \$4.5 million decrease in capital assets mentioned above. The Commission repaid all of its loans at the end of fiscal year 2016.

Fiscal Year 2016

The Commission's net position at the end of fiscal year 2016 was \$494.1 million, which was an increase of \$44.8 million from the prior year end. Net capital assets decreased by \$3.4 million in fiscal year 2016 due to depreciation expense of \$8.1 million offset by investment in construction, vehicles and equipment of \$4.7 million.

Net investment in capital assets increased \$8.0 million from the prior year. This is due to the \$11.4 million decrease in debt used to finance capital assets offset by the \$3.4 million decrease in capital assets mentioned above. In the fiscal year 2016, principal debt repayments related to capital assets of \$11.9 million were partially offset by net amortization of premium and loss on refunding costs of \$0.5 million.

COMPARATIVE SUMMARY OF NET POSITION
April 30,

	2017	2016	2015
Assets and Deferred Outflows of Resources			
Current:			
Cash and cash equivalents	\$ 43,899,609	\$ 29,820,942	\$ 19,428,913
Investments	117,494,722	107,006,719	80,361,000
Receivables	12,270,285	20,470,151	21,110,216
Other assets	587,611	580,304	545,631
Non-current:			
Long term loan receivable	13,422,982	441,393	490,437
Land and construction in process	12,542,774	12,670,288	12,464,421
Capital assets, net of depreciation	330,789,440	335,136,154	338,730,466
Total assets	531,007,423	506,125,951	473,131,084
Deferred outflows of resources:			
Pension items	1,002,332	1,221,840	-
Unamortized loss on refunding	-	-	529,908
Total deferred outflows of resources	1,002,332	1,221,840	529,908
Total assets and deferred outflow of resources	532,009,755	507,347,791	473,660,992
Liabilities			
Current:			
Payables and accrued liabilities	8,890,118	9,206,800	9,077,001
Customer deposits	18,799	18,799	64,191
Bonds payable	-	-	11,056,250
Accrued interest	-	-	9,763
Capital lease payable	-	3,240	9,318
Unearned revenue	780,302	434,232	350,507
Non-current:			
Unearned revenue	17,712,516	3,039,623	2,804,054
Net pension liability	32,906	459,305	-
Other liabilities	76,802	66,118	54,264
Capital lease payable	-	-	3,240
Bonds payable	-	-	898,300
Total liabilities	27,511,443	13,228,117	24,326,888
Net Position			
Net investment in capital assets	343,332,214	347,803,202	339,757,687
Unrestricted	161,166,098	146,316,472	109,576,417
NET POSITION	\$ 504,498,312	\$ 494,119,674	\$ 449,334,104

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, 2017, 2016 and 2015. The most significant source of revenues for the Commission continues to be from water sales.

Fiscal Year 2017

Water sales for fiscal year 2017 were 25.91 billion gallons versus 25.81 billion gallons last fiscal year. The charter customer operations and maintenance average water rate decreased from an average of \$4.85 per thousand gallons to an average of \$4.80 per thousand gallons for fiscal year 2017 due to a rate decrease of 1% in May 2016. Water revenue decreased in the current fiscal year by \$0.9 million or 0.7% because of the lower rates, which were partially offset by an increase in water sales of 0.4%. There were no major new customers.

The Commission's sales tax revenues decreased by \$33.0 million. As of June 1, 2016, the sales tax imposed was no longer imposed or collected.

Investment income decreased by nearly \$0.7 million from the prior year due to unrealized losses related to market values, partially offset by improved investment yield rates and higher investment balances. The Commission met all the targeted balances for its reserve funds.

Water distribution costs remain the highest expense in the Commission's operations. Water distribution costs increased \$0.5 million mainly due to the 0.6% increase in water purchases in fiscal 2017.

Fiscal Year 2016

In fiscal year 2016, water sales declined slightly to 25.81 billion gallons compared to 25.96 billion gallons in the prior fiscal year. The charter customer operations and maintenance average water rate increased from \$4.19 per thousand gallons to \$4.85 per thousand gallons for fiscal year 2016. Higher average water rates were the reason the Commission's water revenue increased by \$9.4 million or 8.1% compared to the prior year.

In January 2015, the operations and maintenance rate increased to \$4.68 per thousand gallons and the fixed cost equivalent was \$0.27 per thousand gallons for a total of \$4.95 per thousand gallons. On May 1, 2015, the total charter customer's water rate decreased from \$4.95 per thousand gallons to \$4.85 per thousand gallons, with operations and maintenance rate being \$4.85 per thousand gallons and the fixed cost equivalent reduced to \$0.00 per thousand gallons.

The Commission's sales tax revenues increased by \$0.5 million or 1.3% as the local economy continued to improve. In addition, \$11.1 million of sales tax funds were used to reduce the customers' fixed cost payments for fiscal year 2016 by 100%. This was the first year the customer's fixed costs payments were reduced to zero since the Commission started using sales tax to reduce fixed costs in fiscal year 1998.

Investment income increased \$0.5 million in part from the prior year due to higher unrealized gains in market values in the fiscal year. In addition, the Commission's yield on investments improved slightly and investment balances increased during the fiscal year. In fiscal year 2016, the Commission met or exceeded all the targeted minimum balances for its reserve funds.

The highest expense in the Commission's operations remains water distribution costs. The City of Chicago increasing their water rate charged to their customers in January 2015 was the main

driver of water distribution costs increasing by \$8.1 million (8.3%) in fiscal year 2016. Water purchases were down 0.6% compared to prior year purchases.

COMPARATIVE SUMMARY OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For the Fiscal Years Ending April 30,

	2017	2016	2015
REVENUES			
Operating:			
Water sales - all categories	\$ 125,321,137	\$ 126,209,059	\$ 116,795,994
Other	23,533	44,654	71,314
Nonoperating:			
Sales tax	4,251,754	37,284,925	36,791,962
Investment income	659,821	1,399,369	863,779
Total Revenue	130,256,245	164,938,007	154,523,049
EXPENSES			
Operating:			
Water supply costs	105,745,058	105,243,073	97,146,590
Depreciation	8,392,781	8,094,468	8,009,501
Personal services	4,201,056	4,170,996	3,832,775
Other	1,538,668	1,521,340	1,530,383
Nonoperating:			
Interest and other charges	44	586,997	697,636
(Gain) Loss on disposal of capital assets	-	-	(5,475)
Total Expense	119,877,607	119,616,874	111,211,410
Net income (loss) before contributions	10,378,638	45,321,133	43,311,639
Contributions	-	-	333,750
Change in net position	10,378,638	45,321,133	43,645,389
Net position, May 1	494,119,674	449,334,104	405,688,715
Change in accounting principle	-	(535,563)	-
Net position, May 1, restated	494,119,674	448,798,541	-
Net position, April 30	\$ 504,498,312	\$ 494,119,674	\$ 449,334,104

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. The Commission's capital assets before depreciation totaled \$509.9 million in fiscal year 2017.

COMPARATIVE SUMMARY OF CHANGES IN NET CAPITAL ASSETS
For Fiscal Years Ending April 30,

	2017	2016	2015
Land and permanent easements	\$ 11,728,902	\$ 11,728,902	\$ 11,728,902
Construction in progress	813,872	941,386	735,519
Water mains	263,314,702	267,862,429	272,410,156
Buildings and other structures	51,795,773	53,786,996	55,439,851
Pumping equipment	15,385,140	13,138,711	10,509,775
Office furniture and equipment	199,714	264,906	276,920
Vehicles and other equipment	94,111	83,112	93,764
TOTAL CAPITAL ASSETS, NET	\$343,332,214	\$347,806,442	\$351,194,887

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 2013 Revenue Bonds in April 2016. With the payment made in April 2016, the Commission no longer had any revenue bonds or certificates of debt outstanding. The Commission made no other material changes in structure or changed any ordinances in fiscal year 2016.

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.

Fiscal Year 2017

The Commission entered into no new debt certificates or issued new revenue bonds in fiscal year 2017.

No additional capital lease obligations were entered into during fiscal year 2017. The remaining principal value remaining on the capital lease was repaid in September 2016.

Fiscal Year 2016

The required revenue bond principal and interest payments were made monthly and on time during fiscal year 2016. As of April 30, 2016, remaining revenue bond principal outstanding was \$0.0 million due to the acceleration of the final payment originally due in May 2016 being paid in April 2016.

The principal value remaining on the capital lease set to expire in September 2016 was approximately \$3,240. 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 2016.

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

	2017	2016	2015
Certificates of debt	\$ -	\$ -	\$ -
Water revenue bonds	-	-	11,954,550
Capital lease	-	3,240	12,558
TOTAL OUTSTANDING DEBT	\$ -	\$ 3,240	\$11,967,108

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

INVESTMENT PORTFOLIO

Fiscal Year 2017

The Commission's investment portfolio totaled \$143.7 million. At the end of the fiscal year, the portfolio was earning 1.23%. 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, 2017: United States agency investments (39%), United States treasury obligations (23%), money market funds (16%), commercial paper (11%), asset/mortgage backed securities (5%), municipal bonds (4%), and certificates of deposits (2%).

Fiscal Year 2016

The Commission's investment portfolio totaled \$130.6 million. At the end of the fiscal year, the overall portfolio was earning approximately 1.02%. 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, 2016: United States treasury obligations (34%), United States agency investments (28%), money market funds (13%), commercial paper (9%), certificates of deposits (6%), municipal bonds (5%), and asset/mortgage backed securities (5%).

OTHER FINANCIAL INFORMATION

In 2002, 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, 2017 only \$0.4 million remained outstanding from the customers.

On February 7, 2017, the Commission entered into an Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett and an Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett concurrent to entering into a Water Purchase and Sales Contract with the Village of Bartlett.

Upon becoming a member of the Commission and to comply with the Water Purchase and Sales Contract, the Village of Bartlett must pay its proportional share of costs for all of the property owned by the Commission (the “Capital Cost Recovery Charge”) by February 24, 2024. The Village of Bartlett did not currently have, nor foresee having, the ability to pay for the Capital Cost Recovery Charge by February 24, 2024. Therefore, the Commission, based upon a previously enacted resolution that gave the Commission the ability to finance the Capital Cost Recovery Charge for potential subsequent customers, entered into the Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett.

The Capital Cost Recovery Charge loan was in the amount of \$13,030,632 and was immediately returned as full payment of the Capital Cost Recovery Charge per the Water Purchase and Sale Contract between the Commission and the Village of Bartlett. The loan will be repaid over 360 monthly payments (30 years) at an interest rate of 0% beginning the month after the Village of Bartlett begins receiving water from the Commission.

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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 43,899,609	\$ 29,820,942
Investments	117,494,722	107,006,719
Receivables		
Water sales	11,873,586	11,868,466
Accrued interest	396,699	306,685
Sales tax	-	8,295,000
Long-term loans receivable, current portion	49,044	49,044
Inventory	177,768	174,768
Prepaid expenses and deposits	360,799	356,492
	<u>174,252,227</u>	<u>157,878,116</u>
NONCURRENT ASSETS		
Long-term loans receivable	<u>13,422,982</u>	<u>441,393</u>
Capital assets		
Not being depreciated	12,542,774	12,670,288
Being depreciated	497,382,401	493,336,334
Less accumulated depreciation	<u>(166,592,961)</u>	<u>(158,200,180)</u>
Net capital assets	<u>343,332,214</u>	<u>347,806,442</u>
Total noncurrent assets	<u>356,755,196</u>	<u>348,247,835</u>
Total assets	<u>531,007,423</u>	<u>506,125,951</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension items	<u>1,002,332</u>	<u>1,221,840</u>
Total deferred outflows of resources	<u>1,002,332</u>	<u>1,221,840</u>
Total assets and deferred outflows of resources	<u>532,009,755</u>	<u>507,347,791</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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CURRENT LIABILITIES		
Unearned revenue	\$ 780,302	\$ 434,232
Customer deposits	18,799	18,799
Accounts payable	7,814,487	8,188,920
Accrued liabilities	853,913	791,297
Compensated absences	221,718	226,583
Capital lease payable	-	3,240
	<hr/>	<hr/>
Total current liabilities	9,689,219	9,663,071
LONG-TERM LIABILITIES		
Unearned revenue	17,712,516	3,039,623
Net pension liability	32,906	459,305
Other postemployment benefits obligation	76,802	66,118
	<hr/>	<hr/>
Total long-term liabilities	17,822,224	3,565,046
	<hr/>	<hr/>
Total liabilities	27,511,443	13,228,117
NET POSITION		
Net investment in capital assets	343,332,214	347,803,202
Unrestricted	161,166,098	146,316,472
	<hr/>	<hr/>
TOTAL NET POSITION	<u>\$ 504,498,312</u>	<u>\$ 494,119,674</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, 2017 and 2016

	2017	2016
OPERATING REVENUES		
Water sales		
Operations and maintenance costs	\$ 124,194,634	\$ 124,688,829
Customer differential	1,126,503	1,520,230
Other income	23,533	44,654
	125,344,670	126,253,713
OPERATING EXPENSES		
Water supply costs	105,745,058	105,243,073
Personal services	4,201,056	4,170,996
Insurance	540,416	543,443
Professional and contractual services	593,195	534,311
Administrative costs	405,057	443,586
	111,484,782	110,935,409
OPERATING INCOME BEFORE DEPRECIATION	13,859,888	15,318,304
Depreciation	8,392,781	8,094,468
OPERATING INCOME	5,467,107	7,223,836
NON-OPERATING REVENUES (EXPENSES)		
Sales tax	4,251,754	37,284,925
Investment income	659,821	1,399,369
Interest and other charges	(44)	(586,997)
	4,911,531	38,097,297
CHANGE IN NET POSITION	10,378,638	45,321,133
NET POSITION, MAY 1	494,119,674	449,334,104
Change in accounting principle	-	(535,563)
NET POSITION, MAY 1, RESTATED	494,119,674	448,798,541
NET POSITION, APRIL 30	\$ 504,498,312	\$ 494,119,674

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, 2017 and 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 140,334,979	\$ 127,241,850
Cash payments to suppliers	(109,098,607)	(109,331,532)
Cash payments to employees	(2,906,371)	(2,789,038)
Other cash receipts	23,534	44,654
	28,353,535	15,165,934
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	12,546,754	37,284,925
Cash received from water quality loans	49,044	49,044
Cash paid for cost recovery loans	(13,030,632)	-
	(434,834)	37,333,969
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid on revenue bonds	-	(66,322)
Interest paid on capital lease payable	(44)	(530)
Principal paid on revenue refunding bonds	-	(11,954,550)
Principal paid on capital lease payable	(3,240)	(9,318)
Construction and purchases of capital assets	(3,918,553)	(4,711,981)
	(3,921,837)	(16,742,701)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on investments	1,648,545	958,065
Proceeds from sale of investments	101,730,031	85,342,808
Purchase of investments	(113,296,773)	(111,666,046)
	(9,918,197)	(25,365,173)
NET INCREASE IN CASH AND CASH EQUIVALENTS	14,078,667	10,392,029
CASH AND CASH EQUIVALENTS, MAY 1	29,820,942	19,428,913
CASH AND CASH EQUIVALENTS, APRIL 30	\$ 43,899,609	\$ 29,820,942

(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, 2017 and 2016

	2017	2016
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	\$ 5,467,107	\$ 7,223,836
Adjustments to reconcile operating income to net cash from operating activities		
Depreciation	8,392,781	8,094,468
Changes in assets and liabilities		
(Increase) decrease in water sales receivable	(5,120)	758,888
Increase in inventory	(3,000)	(16,639)
Increase in prepaid expenses and deposits	(4,307)	(18,034)
Increase in unearned revenue	15,018,963	319,294
(Decrease) increase in accounts payable	(374,433)	99,883
Increase in accrued liabilities and compensated absences	57,751	35,874
Increase in other postemployment benefits obligation	10,684	11,854
Decrease in net pension asset/liability	(426,399)	(76,258)
Decrease (increase) in deferred pension items	219,508	(1,221,840)
Decrease in customer deposits	-	(45,392)
NET CASH FROM OPERATING ACTIVITIES	\$ 28,353,535	\$ 15,165,934
NONCASH INVESTING ACTIVITIES		
Unrealized gain (loss) on investments	\$ (541,239)	\$ 537,500

See accompanying notes to financial statements.

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

NOTES TO FINANCIAL STATEMENTS

April 30, 2017 and 2016

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 their demand deposits 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. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

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, 2017 and 2016. 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 acquisition 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.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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

Estimated useful lives are as follows:

Water mains	80 years
Buildings and other structures	40 years
Pumping equipment	30 years
Office furniture and equipment	3 - 10 years
Vehicles and other equipment	5 - 25 years

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.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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.

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 categorizes the fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

2. DEPOSITS AND INVESTMENTS (Continued)

The Commission’s investment policy limits investments of the Commission’s funds to the following: (a) direct or fully guaranteed obligations of the United States 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-/A3; 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.

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, 2017 and 2016.

b. Investments

The following table presents the investments and maturities of the Commission’s debt securities as of April 30, 2017 and 2016:

Investment Type	2017				
	Fair Value	Less than 1	1-5	6-10	Greater than 10
U.S. Treasury notes	\$ 32,953,347	\$ -	\$ 29,703,419	\$ 3,249,928	\$ -
U.S. agency	55,875,362	2,292,490	53,379,900	202,972	-
Commercial paper	15,745,049	15,745,049	-	-	-
Municipal bond	6,385,077	209,970	6,175,107	-	-
Asset backed/mortgage backed securities	6,535,887	488,725	3,629,707	1,008,407	1,409,048
TOTAL	\$ 117,494,722	\$ 18,736,234	\$ 92,888,133	\$ 4,461,307	\$ 1,409,048

2. DEPOSITS AND INVESTMENTS (Continued)

b. Investments (Continued)

Investment Type	2016				
	Investment Maturities (in Years)				
	Fair Value	Less than 1	1-5	6-10	Greater than 10
U.S. Treasury notes	\$ 44,738,881	\$ 3,940,025	\$ 38,201,550	\$ 2,597,306	\$ -
U.S. agency	36,477,011	2,195,559	34,071,858	209,594	-
Commercial paper	12,081,573	12,081,573	-	-	-
Municipal bond	7,145,591	1,727,466	5,418,125	-	-
Asset backed/mortgage backed securities	6,563,663	-	4,311,686	22,975	2,229,002
TOTAL	\$ 107,006,719	\$ 19,944,623	\$ 82,003,219	\$ 2,829,875	\$ 2,229,002

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 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 270 days and investments within the Long-Term Water Capital Reserve, which may have a maximum maturity of ten years provided that such investments have a maximum five-year weighted average maturity. For U.S. Government Agency Mortgage Backed Securities (MBS), the five-year maturity limit will be the weighted average life (WAL) calculation, rather than final maturity.

The Commission has the following recurring fair value measurements as of April 30, 2017. Recurring fair value measurements as of April 30, 2016 is not available. The U.S. Treasury notes are valued using IDSI Institutional Bond quotes (Level 1 inputs). The U.S. agency obligations are valued using IDSI Institutional Bond quotes (Level 2 inputs). Commercial paper are valued using Matrix pricing (Level 2 inputs). The municipal obligations are valued using Kenny Municipals (Level 2 inputs). The asset backed/mortgage backed securities are valued using IDSI MBS pricing and IDSI CMO pricing (Level 2 inputs).

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, municipal bonds rated at east A- by Standard and Poor's or A3 by Moody's at the time of purchase, 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. The U.S. Treasury notes and asset backed/mortgage backed securities are AA+ rated. The U.S. agency obligations are AAA rated. The municipal obligations are rated AA- through AAA.

2. DEPOSITS AND INVESTMENTS (Continued)

b. Investments (Continued)

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 and obligations classified as supranational securities, which are limited to 5% of the total portfolio.

3. CHARTER CUSTOMER 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. The Commission had one loan outstanding as of and during the years ending April 30, 2017 and 2016. The 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, 2017 and 2016, loans totaling \$441,394 and \$490,437, respectively, were due from the customer. These loans are reported as long-term loans receivable on the statement of net position.

Payments due from Charter Customers are as follows:

Fiscal Year Ending April 30	2017	
	Principal	Interest
2018	\$ 49,044	\$ 8,828
2019	49,044	7,847
2020	49,044	6,866
2021	49,044	5,885
2022	49,044	4,904
2023-2026	196,174	9,809
TOTAL	\$ 441,394	\$ 44,139

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

Preliminary and Tentative
For Discussion Purposes Only

3. CHARTER CUSTOMER LOANS RECEIVABLE (Continued)

Fiscal Year Ending April 30	2016	
	Principal	Interest
2017	\$ 49,044	\$ 9,809
2018	49,044	8,828
2019	49,044	7,847
2020	49,044	6,866
2021	49,044	5,885
2022-2026	245,217	14,713
TOTAL	\$ 490,437	\$ 53,948

4. CAPITAL ASSETS

Capital asset activity for years ended April 30, 2017 and 2016 is as follows:

	2017			
	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	941,386	3,869,766	3,997,280	813,872
Total capital assets not being depreciated	12,670,288	3,869,766	3,997,280	12,542,774
Capital assets being depreciated				
Water mains	364,135,069	-	-	364,135,069
Buildings and other structures	103,814,368	638,976	-	104,453,344
Pumping equipment	20,059,385	3,355,179	-	23,414,564
Office furniture and equipment	4,658,064	20,063	-	4,678,127
Vehicles and other equipment	669,448	31,849	-	701,297
Total capital assets being depreciated	493,336,334	4,046,067	-	497,382,401
Less accumulated depreciation				
Water mains	96,272,640	4,547,727	-	100,820,367
Buildings and other structures	50,027,372	2,630,199	-	52,657,571
Pumping equipment	6,920,674	1,108,750	-	8,029,424
Office furniture and equipment	4,393,158	85,255	-	4,478,413
Vehicles and other equipment	586,336	20,850	-	607,186
Total accumulated depreciation	158,200,180	8,392,781	-	166,592,961
Total capital assets being depreciated, net	335,136,154	(4,346,714)	-	330,789,440
CAPITAL ASSETS, NET	\$ 347,806,442	\$ (476,948)	\$ 3,997,280	\$ 343,332,214

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

Preliminary and Tentative
For Discussion Purposes Only

4. CAPITAL ASSETS (Continued)

	2016			
	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	735,519	4,642,847	4,436,980	941,386
Total capital assets not being depreciated	12,464,421	4,642,847	4,436,980	12,670,288
Capital assets being depreciated				
Water mains	364,135,069	-	-	364,135,069
Buildings and other structures	102,870,270	944,098	-	103,814,368
Pumping equipment	16,614,240	3,445,145	-	20,059,385
Office furniture and equipment	4,606,220	71,501	19,657	4,658,064
Vehicles and other equipment	630,036	39,412	-	669,448
Total capital assets being depreciated	488,855,835	4,500,156	19,657	493,336,334
Less accumulated depreciation				
Water mains	91,724,913	4,547,727	-	96,272,640
Buildings and other structures	47,430,419	2,596,953	-	50,027,372
Pumping equipment	6,104,465	816,209	-	6,920,674
Office furniture and equipment	4,329,300	83,515	19,657	4,393,158
Vehicles and other equipment	536,272	50,064	-	586,336
Total accumulated depreciation	150,125,369	8,094,468	19,657	158,200,180
Total capital assets being depreciated, net	338,730,466	(3,594,312)	-	335,136,154
CAPITAL ASSETS, NET	\$ 351,194,887	\$ 1,048,535	\$ 4,436,980	\$ 347,806,442

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 2017 and 2016, the Commission purchased 26.8 and 26.6 billion gallons of water, respectively, from the City, which equaled 72.8% and 72.9%, respectively, of the aggregate Illinois Department of Natural Resources allocations.

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

Preliminary and Tentative
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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:

	2017				
	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
Other postemployment benefits obligation	\$ 66,118	\$ 10,684	\$ -	\$ 76,802	\$ -
Net pension liability	459,305	-	426,399	32,906	-
Capital lease	3,240	-	3,240	-	-
TOTAL	\$ 528,663	\$ 10,684	\$ 429,639	\$ 109,708	\$ -

	2016				
	Balances May 1, Restated	Issuances	Retirements	Balances April 30	Due Within One Year
Other postemployment benefits obligation	\$ 54,264	\$ 11,854	\$ -	\$ 66,118	\$ -
Net pension liability	637,111	-	177,806	459,305	-
Capital lease	12,558	-	9,318	3,240	3,240
Revenue refunding bonds	11,954,550	-	11,954,550	-	-
TOTAL	\$ 12,658,483	\$ 11,854	\$ 12,141,674	\$ 528,663	\$ 3,240

b. Revenue Bonds

In February 2013, the Commission issued \$42,430,050 Revenue Refunding Bonds Series 2013. Principal was due in monthly installments of \$898,250 to \$3,580,000, interest at 0.98% through maturity at May 15, 2016. However, in April 2016, the final payment was accelerated and the Series 2013 bonds were redeemed and paid in full.

7. **LONG-TERM DEBT (Continued)**

c. 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.

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.

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 2017 and 2016, approximately 5.3 and 5.2 billion gallons, or 20.37% and 20.07%, 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, postretirement 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 supplementary information. That report may be obtained online at www.imrf.org.

Plan Administration

All employees hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required. Benefits and refunds are recognized as an expense and liability when due and payable.

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

Plan Membership

At December 31, 2016, IMRF membership consisted of:

Inactive employees or their beneficiaries currently receiving benefits	8
Inactive employees entitled to but not yet receiving benefits	6
Active employees	<u>31</u>
 TOTAL	 <u><u>45</u></u>

Benefits Provided

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.

IMRF also provides death and disability benefits. These benefit provisions and all other requirements are established by state statute.

Contributions

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 2016 was 10.90%. 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.

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

Actuarial Assumptions

The Commission's net pension liability was measured as of December 31, 2016 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation performed as of the same date using the following actuarial methods and assumptions.

Actuarial valuation date	December 31, 2016
Actuarial cost method	Aggregate Entry-age normal
Assumptions	
Inflation	2.75%
Salary increases	3.75% to 14.50%
Interest rate	7.50%
Cost of living adjustments	3.00%
Asset valuation method	Market value

For nondisabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2012). The IMRF specific rates were developed from the RP-2014 Blue Collar Health Annuitant Mortality Table with adjustments to match current IMRF experience. For disabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2012). The IMRF specific rates were developed from the RP-2014 Disabled Retirees Mortality Table applying the same adjustment that were applied for nondisabled lives. For active members, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2012). The IMRF specific rates were developed from the RP-2014 Employee Mortality Table with adjustments to match current IMRF experience.

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Commission contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT JANUARY 1, 2016	\$ 13,898,430	\$ 13,439,125	\$ 459,305
Changes for the period			
Service cost	305,807	-	305,807
Interest	1,038,857	-	1,038,857
Difference between expected and actual experience	238,543	-	238,543
Changes in assumptions	-	-	-
Employer contributions	-	889,218	(889,218)
Employee contributions	-	131,239	(131,239)
Net investment income	-	940,747	(940,747)
Benefit payments and refunds	(399,819)	(399,819)	-
Administrative expense	-	-	-
Other (net transfer)	-	48,402	(48,402)
Net changes	1,183,388	1,609,787	(426,399)
BALANCES AT DECEMBER 31, 2016	\$ 15,081,818	\$ 15,048,912	\$ 32,906

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended April 30, 2017, the Commission recognized pension expense of \$375,422. At April 30, 2017, the Commission reported deferred outflows of resources and deferred inflows of resources related to IMRF from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 319,931	\$ -
Changes in assumption	-	-
Commission contributions subsequent to the measurement date	70,619	-
Net difference between projected and actual earnings on pension plan investments	611,782	-
TOTAL	<u>\$ 1,002,332</u>	<u>\$ -</u>

\$70,619 reported as deferred outflows of resources related to pensions resulting from Commission contributions subsequent to the measurement date will be recognized as a reduction of net pension liability in the reporting year ending April 30, 2018. Other amounts reported as deferred outflows of resources related to IMRF will be recognized in pension expense as follows:

<u>Year Ending April 30,</u>	
2018	\$ 245,234
2019	245,234
2020	245,232
2021	65,914
2022	47,458
Thereafter	<u>82,641</u>
TOTAL	<u>\$ 931,713</u>

10. DEFINED BENEFIT PENSION PLAN (Continued)

Illinois Municipal Retirement Fund (Continued)

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability (asset) to changes in the discount rate. The table below presents the net pension liability (asset) of the Commission calculated using the discount rate of 7.5% as well as what the Commission's net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.5%) or 1 percentage point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Net pension liability (asset)	\$ 2,225,100	\$ 32,906	\$ (1,763,492)

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.

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.

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

c. Membership

At April 30, 2016 (the most recent actuarial valuation) membership consisted of:

Retirees and dependents	2
Active fully eligible to retire	7
Active not yet fully eligible to retire	<u>24</u>
TOTAL	<u>33</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 2017, 2016, and 2015 was as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
2015	\$ 8,272	77.00%	\$ 54,264
2016	24,397	51.00%	66,118
2017	25,438	58.00%	76,802

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

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

The net OPEB obligation as of April 30, 2017 and 2016 was calculated as follows:

	2017	2016
Annual required contribution	\$ 24,997	\$ 24,036
Interest on net OPEB obligation	2,645	2,171
Adjustment to annual required contribution	(2,204)	(1,809)
Annual OPEB cost	25,438	24,397
Contributions made	14,754	12,543
Increase in net OPEB obligation	10,684	11,854
Net OPEB obligation, beginning of year	66,118	54,264
NET OPEB OBLIGATION, END OF YEAR	\$ 76,802	\$ 66,118

Funded Status and Funding Progress: The funded status of the Plan as of April 30, 2016 was as follows:

Actuarial accrued liability (AAL)	\$ 256,153
Actuarial value of plan assets	-
Unfunded actuarial accrued liability (UAAL)	256,153
Funded ratio (actuarial value of plan assets/AAL)	0.00%
Covered payroll (active plan members)	\$ 2,604,921
UAAL as a percentage of covered payroll	9.80%

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, 2016 actuarial valuation, the entry-age normal actuarial cost method was used. The actuarial assumptions included an investment rate of return of 4.0% and an initial healthcare cost trend rate of 7.8% with an ultimate healthcare inflation rate of 5.0%. Both rates include a 3.0% inflation assumption and 4.0% 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, 2016 was 30 years.

12. CUSTOMER PREPAYMENTS AND NON-CHARTER CUSTOMERS LOANS RECEIVABLE

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.

On February 7, 2017, the Commission entered into an Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett (the Village) and an Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village concurrent to entering into a Water Purchase and Sales Contract with the Village.

Upon becoming a member of the Commission and to comply with the Water Purchase and Sales Contract, the Village must pay its proportional share of costs for all of the property owned by the Commission (the "Capital Cost Recovery Charge") by February 24, 2024. The Village did not currently have, nor foresee having, the ability to pay for the Capital Cost Recovery Charge by February 24, 2024. Therefore, the Commission, based upon a previously enacted resolution that gave the Commission the ability to finance the Capital Cost Recovery Charge for potential subsequent customers, entered into the Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village.

12. CUSTOMER PREPAYMENTS AND NON-CHARTER CUSTOMERS LOANS RECEIVABLE (Continued)

The Capital Cost Recovery Charge loan was in the amount of \$13,030,632 and was immediately returned as full payment of the Capital Cost Recovery Charge per the Water Purchase and Sale Contract between the Commission and the Village. The loan will be repaid over 360 monthly payments (30 years) at an interest rate of 0% beginning the month after the Village begins receiving water from the Commission. This loan are reported as long-term loans receivable on the statement of net position.

The Commission, based upon a previously enacted resolution that gave the Commission the ability to finance the Connection Facilities Cost for potential subsequent customers, entered into the Intergovernmental Agreement Concerning Loan for Connection Facilities to Implement Water Service to the Village. The Connection Facilities loan amount will be capped at \$21,000,000. The Commission would draw money from this amount as needed to complete the construction of all charges related to the completion of the connection facilities needed to supply water to the Village. As of April 30, 2017, no money had been drawn on this loan.

The loan will be repaid over 240 monthly payments (20 years) at an interest rate of the lower of the highest monthly average yield to maturity interest rate earned by the Commission (total all funds) as reported monthly on the Commission's Schedule of Investments for the immediately preceding fiscal year (May 1 - April 30) as determined by the Commission plus one percent (1%) or four percent (4%) per annum. Interest will begin to be charged as withdrawals from the loan are needed. Interest will be capitalized on a monthly basis until the Village begins making payments on this loan. The Commission's highest monthly average yield in fiscal year 2016-2017 was 1.23%.

Loan payments will begin on the earlier of the first month after the Village begins taking water from the Commission or January 10, 2020.

13. SALES TAX

As of June 1, 2016, the sales tax imposed was no longer imposed or collected. There was no referendum introduced for a continuation of the tax to be approved by the voters.

14. CHANGE IN ACCOUNTING PRINCIPLE

The Commission recorded the following change in accounting principle during the year ended April 30, 2016:

	<u>Increase (Decrease)</u>
CHANGE IN ACCOUNTING PRINCIPLE - BUSINESS-TYPE ACTIVITIES	
To record the IMRF net pension liability in accordance with the implementation of GASB Statement No. 68.	<u>\$ 535,563</u>
TOTAL CHANGE IN ACCOUNTING PRINCIPLE - BUSINESS-TYPE ACTIVITIES	<u>\$ 535,563</u>

With the implementation of GASB Statement No. 68, the Commission was required to retroactively record the net pension liability and deferred outflows of resources.

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For Discussion Purposes Only

REQUIRED SUPPLEMENTARY INFORMATION

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

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For Discussion Purposes Only

SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Two Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2016	2015
TOTAL PENSION LIABILITY		
Service cost	\$ 305,807	\$ 289,658
Interest	1,038,857	963,114
Changes of benefit terms	-	-
Differences between expected and actual experience	238,543	146,673
Changes of assumptions	-	-
Benefit payments, including refunds of member contributions	(399,819)	(395,421)
Net change in total pension liability	1,183,388	1,004,024
Total pension liability - beginning	13,898,430	12,894,406
TOTAL PENSION LIABILITY - ENDING	\$ 15,081,818	\$ 13,898,430
PLAN FIDUCIARY NET POSITION		
Contributions - employer	\$ 889,218	\$ 1,594,623
Contributions - member	131,239	122,417
Net investment income	940,747	64,591
Benefit payments, including refunds of member contributions	(399,819)	(395,421)
Other/administrative expense	48,402	(204,380)
Net change in plan fiduciary net position	1,609,787	1,181,830
Plan fiduciary net position - beginning	13,439,125	12,257,295
PLAN FIDUCIARY NET POSITION - ENDING	\$ 15,048,912	\$ 13,439,125
EMPLOYER'S NET PENSION LIABILITY	\$ 32,906	\$ 459,305
Plan fiduciary net position as a percentage of the total pension liability	99.78%	96.70%
Covered-employee payroll	\$ 2,916,407	\$ 2,720,369
Employer's net pension liability as a percentage of covered-employee payroll	1.13%	16.88%

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

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SCHEDULE OF EMPLOYER CONTRIBUTIONS
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Two Fiscal Years

FISCAL YEAR ENDED APRIL 30,	2017	2016
Actuarially determined contribution	\$ 282,313	\$ 294,359
Contributions in relation to the actuarially determined contribution	<u>582,313</u>	<u>1,868,689</u>
CONTRIBUTION DEFICIENCY (Excess)	<u><u>\$ (300,000)</u></u>	<u><u>\$ (1,574,330)</u></u>
Covered-employee payroll	\$ 2,864,078	\$ 2,747,867
Contributions as a percentage of covered-employee payroll	20.33%	68.01%

Notes to Required Supplementary Information

The Commission made additional contributions of \$300,000 and \$1,574,330 during the fiscal years ending April 30, 2017 and 2016, respectively.

The information presented was determined as part of the actuarial valuations as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed and the amortization period was 27 years (10-year rolling period for nontaxing bodies); the asset valuation method was five-year smoothed market; and the significant actuarial assumptions were an investment rate of return at 7.50% annually, projected salary increases assumption of 3.75% to 14.50% compounded annually, and postretirement

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is

(See independent auditor's report.)

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

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SCHEDULE OF FUNDING PROGRESS
OTHER POSTEMPLOYMENT BENEFIT PLAN

April 30, 2017

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)
2012	*	*	*	*	*	*
2013	-	\$ 86,237	0.00%	\$ 86,237	\$ 2,643,508	3.3%
2014	*	*	*	*	*	*
2015	*	*	*	*	*	*
2016	*	256,153	0.00%	256,153	2,604,921	9.8%
2017	*	*	*	*	*	*

*The requirements under GASB Statement No. 45 require an actuarial valuation every three years. Therefore, no actuarial valuation was done as of April 30, 2012, 2014, 2015, and 2017.

The following assumption changes were made during the April 30, 2016 valuation: The implicit liability factor was changed from 40% to 80% of the premium.

(See independent auditor's report.)

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

April 30, 2017

Fiscal Year	Employer Contributions	Annual Required Contribution (ARC)	Percentage Contributed
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%
2016	12,543	24,036	52.18%
2017	14,754	24,997	59.02%

The following assumption changes were made during the April 30, 2016 valuation: The implicit liability factor was changed from 40% to 80% of the premium.

(See independent auditor's report.)

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SUPPLEMENTAL DATA

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

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

For the Year Ended April 30, 2017
(with comparative actual for the year ended April 30, 2016)

	2017		Variance	2016
	Budget	Actual		Actual
OPERATING REVENUES				
Water sales				
Operations and maintenance costs	\$ 120,998,838	\$ 124,194,634	\$ 3,195,796	\$ 124,688,829
Customer differential	1,017,539	1,126,503	108,964	1,520,230
Other income	-	23,533	23,533	44,654
Total operating revenues	<u>122,016,377</u>	<u>125,344,670</u>	<u>3,328,293</u>	<u>126,253,713</u>
OPERATING EXPENSES				
Water supply costs	105,638,683	105,745,058	106,375	105,243,073
Personal services	4,437,209	4,201,056	(236,153)	4,170,996
Insurance	659,800	540,416	(119,384)	543,443
Professional and contractual services	895,700	593,195	(302,505)	534,311
Administrative costs	689,251	405,057	(284,194)	443,586
Total operating expenses	<u>112,320,643</u>	<u>111,484,782</u>	<u>(835,861)</u>	<u>110,935,409</u>
OPERATING INCOME BEFORE DEPRECIATION	9,695,734	13,859,888	4,164,154	15,318,304
Depreciation	<u>8,456,000</u>	<u>8,392,781</u>	<u>(63,219)</u>	<u>8,094,468</u>
OPERATING INCOME (LOSS)	<u>1,239,734</u>	<u>5,467,107</u>	<u>4,227,373</u>	<u>7,223,836</u>
NON-OPERATING REVENUES (EXPENSES)				
Sales tax	11,500,000	4,251,754	(7,248,246)	37,284,925
Investment income	420,000	659,821	239,821	1,399,369
Interest and other charges	(41,900)	(44)	41,856	(586,997)
Total non-operating revenues (expenses)	<u>11,878,100</u>	<u>4,911,531</u>	<u>(6,966,569)</u>	<u>38,097,297</u>
CHANGE IN NET POSITION	<u>\$ 13,117,834</u>	<u>10,378,638</u>	<u>\$ (2,739,196)</u>	<u>45,321,133</u>
NET POSITION, MAY 1		494,119,674		449,334,104
Change in accounting principle		-		(535,563)
NET POSITION, MAY 1, RESTATED		<u>494,119,674</u>		<u>448,798,541</u>
NET POSITION, APRIL 30		<u><u>\$ 504,498,312</u></u>		<u><u>\$ 494,119,674</u></u>

(See independent auditor's report.)

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For Discussion Purposes Only

STATISTICAL SECTION

**DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS**

Preliminary and Tentative
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SALES TAX REVENUES

For the Years Ended April 30

<u>Year Ended</u>	<u>Sales Tax Revenues</u>
2017	\$ 4,251,754
2016	37,284,925
2015	36,791,962
2014	34,945,975
2013	33,098,620

As of June 1, 2016, the sales tax imposed was no longer imposed or collected. There was no referendum introduced for a continuation of the tax to be approved by the voters.

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS

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STATE WATER ALLOCATIONS

April 30, 2017

	(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
Glen 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

<u>Year Ended</u>	<u>Water Sales (1)</u>	<u>Gallons Sold (in 000's)</u>
2017	\$ 124,194,634	25,914,123
2016	124,688,829	25,811,051
2015	115,470,573	25,959,645
2014	104,939,687	27,841,047
2013	91,680,699	29,228,914

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

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-18-17	APPROVAL	
Account Number: N/A			
<p>Resolution No. R-18-17 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission.</p> <p>The computer and electronic equipment listed in Exhibit A will be donated to ATEN – Assistive Technology Exchange Network, A Program of United Cerebral Palsy of Greater Chicago, they refurbish and recycle donated computers and distributes them free of charge to children with disabilities.</p> <p style="text-align: center;">Assistive Technology Exchange Network 7550 W. 183rd Street Tinley Park, IL 60477 708-444-8460</p>			
MOTION: To adopt Resolution No. R-18-17			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-17

**A RESOLUTION AUTHORIZING AND RATIFYING
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DUPAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain;

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed

Resolution No. R-18-17

of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Clerk


EXHIBIT A

OBSOLETE / DEFECTIVE ITEMS

Qty	DWC Inventory # and/or S/N	Description	Date Purchased	Cost
1	CNR1N23382	HP LaserJet P3005x	07/23/09	\$1,140.00
1	MXQ913A3BD	ProLiant DL360 G5	04/14/09	\$1,200.00
1	MXQ913A3CG	ProLiant DL360 G5	04/14/09	\$1,200.00
1	2UX80801T4	ProLiant DL380 G5	04/04/08	\$6,363.00
1	USE512A2PY	ProLiant DL380 G4	02/15/05	\$9,294.00
1	013080001278	Celestix X4TMG	10/11/11	
1	0017C51770A4	SonicWALL NSA2400	10/11/11	
1	#1241, 182157	Sony MVCFD9	02/25/00	\$930.00
1	#1312, 395232	Sony MVCCD350	01/31/03	\$629.00
1	#938, C19873-A	Transmation Pressure FlexiTester 1090	1994	\$3,000.00
1	6155132504	Druck Pressure Calibrator DPI615	03/14/05	\$3,164.00
1	61524331	Druck Pressure Calibrator DPI615	03/14/05	\$3,164.00
1	6155133104	Druck Pressure Calibrator DPI615	03/14/05	\$3,164.00

DATE: August 10, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Releasing Certain Executive Session Meeting Minutes at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-24-17	APPROVAL	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public.</p> <p><u>Schedule A</u> Staff recommends that the minutes of a closed meeting of the March 16, 2017 Regular Meeting, be released to the public because, in staff's view, they no longer contain information requiring confidential treatment (see copy attached to Schedule A in the Confidential/Executive Session packet).</p> <p><u>Schedule B</u> None on file</p>			
<p>MOTION: To adopt Resolution No. R-24-17: A Resolution Releasing Certain Executive Session Meeting Minutes at the August 17, 2017, DuPage Water Commission Meeting</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-17

**A RESOLUTION RELEASING CERTAIN
EXECUTIVE SESSION MEETING MINUTES AT THE
AUGUST 17, 2017, DUPAGE WATER COMMISSION MEETING**

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the "Act"); and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on August 17, 2017, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission further determined that the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof no longer require confidential treatment and should be made available for public inspection;

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as to the minutes of the closed session meetings set forth in Schedule B (none on file); and

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

Resolution No. R-24-17

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Release. The minutes of the closed session meetings set forth in Schedule A attached hereto shall be and they hereby are released.

SECTION THREE: Inspection and Copying. The Clerk shall be and hereby is authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

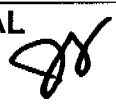
Chairman

ATTEST:

Clerk

DATE: August 10, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM Contract Agreement	APPROVAL 
Account Number: 01 -60-628000	
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)	
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.	

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 _____

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 _____ and shall end on _____
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 Fifteen Thousand Dollars (\$18,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: One Thousand Two Hundred Fifty 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: _____

Attachment A

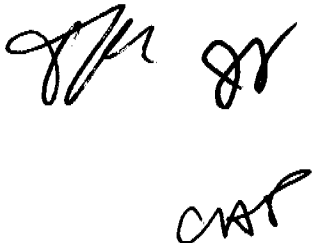
Rory Group

Assignments to be completed within FY17/18

1. Help facilitate the title and property transfer of the Lexington Pumping Station to the City of Chicago.
2. Help facilitate an agreement with the City of Chicago as to proper co-insurance for the Lexington Pumping Station as part of the title transfer.
3. Help facilitate a supply contract amendment between the City of Chicago and the DuPage Water Commission to include price safeguards such as consumer price index or 5%, whichever is less.
4. Assist with the receiving of the City of Chicago Accountability Reports along with making sure that the Commission's questions and/or comments are addressed in a timely fashion.
5. Assist the Commission regarding labor related issues involving the Lexington Pumping Station operations and possible labor agreement with the City of Chicago for the same pumping station, if needed.
6. Continue to foster a good working relationship between the DuPage Water Commission and the City of Chicago.
7. Meet with the General Manager on a monthly basis for regular status updates and provide other information which may affect the Commission.

Date: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the May 16, 2013, DuPage Water Commission Meeting Resolution No. R-19-17	APPROVAL	
Account No(s): Task Order No. 6 -- 01-60-628000 (Not to Exceed \$15,000.00)			
<p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-19-17 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 6: Update to Existing Hydraulic Model</p> <p>The DuPage Water Commission is in need of updating its hydraulic model of their distribution system to determine flows related to the proposed 60" valve replacement as well as capacities to supply additional communities.</p> <p>However, before this analysis can be performed, the existing hydraulic model needs to be updated and recalibrated for the following reasons:</p> <ol style="list-style-type: none">1. System demands are significantly less than originally assumed 8-10 years ago.2. The existing hydraulic model has not been properly calibrated since approximately 2009. <p>Once the model has been recalibrated, one (1) modeling run will be performed to analyze the Commission's system during the shutdown of one of their existing transmission main, since an existing valve is being replaced.</p>			
MOTION: To adopt Resolution No. R-19-17			

Date: August 9, 2017

DUPAGE WATER COMMISSION

RESOLUTION NO. R-19-17

DRAFT

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. AT THE AUGUST 17, 2017,
DUPAGE WATER COMMISSION MEETING

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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 and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Task Orders attached hereto 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 and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task 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 Article 33E 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 _____, 2017.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 6

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. Project:

Update to Existing Hydraulic Model

2. Services of Consultant:

The DuPage Water Commission is interested in obtaining an updated hydraulic modeling analysis of their distribution system to determine flows related to the proposed 60" valve replacement as well as capacities to supply additional communities.

However, before this analysis can be performed, the existing hydraulic model needs to be updated and recalibrated for the following reasons:

1. System demands are significantly less than originally assumed 8-10 years ago.
2. The existing hydraulic model has not been properly calibrated since approximately 2009.
3. Based on the older, outdated system demands (and given the future addition of Bartlett), the model indicates that the Commission is not able to supply additional customers. However, we (and the Commission) do not believe this is accurate.

Additionally, after the model has been recalibrated, one (1) modeling run will be performed to analyze the Commission's system during the shutdown of one of their existing transmission main, since an existing valve is being replaced.

In order to perform the model recalibration and analysis, we would need the following information from DWC:

General System Data

1. Current IDNR water allocations for all customers
2. DWC Average day demand over the last 5 years (e.g. 85 mgd)
3. DWC Largest maximum day demand over the last 5 years (e.g. 140 mgd)
4. 2016 meter flow data for all stations
5. Pump Curves
6. Pump control and operations (e.g. Pump No. 1 turns on when tank level of Standpipe No. 1 reaches 890', etc.)
7. Pipeline C-factors (if available)

In addition, the Commission would need to select one day within the last 5 years that is approximately equal to the Commission's average day demand. For the day in question, we would need the following data:

Additional Data

1. Standpipe levels
2. Pressure at all remote operated valves
3. Pressure at all existing meter stations
4. Flow through all existing meter stations
5. Pump suction and discharge pressures
6. Any other information critical to the operation of DWC's system (operation of control valves, etc.)

The demands of each individual DWC customer will be adjusted based on the data above. Additionally, pipeline C-factors, pump controls, and control valves, will also be adjusted, and the model will be calibrated based on the data provided by DWC. Once the model has been sufficiently calibrated, and the following modeling runs will be performed:

1. Average Day Demand (2017)
2. Maximum Day Demand (2017)
3. Transmission Main Shutdown Simulation Run #1 (the exact details of the run will be determined by the Commission and provided to AECOM at a later time)

If or when future model analyses are requested by DWC (such as for Oswego and Yorkville), those analyses will be based on the updated model.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

- 3. Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

- 4. Commencement Date:**

June 16, 2017

- 5. Completion Date:**

12 Weeks from Notice to Proceed.

6. Submittal Schedule:

None.

7. Key Project Personnel:

Michael Winegard,

P.E.Paul St. Aubyn, P.E.

8. Contract Price:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$15,000.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. Payments:

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. Modifications to Contract:

None

11. Attachments:

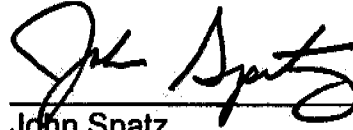
None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is June 16, 2017.

DuPAGE WATER COMMISSION

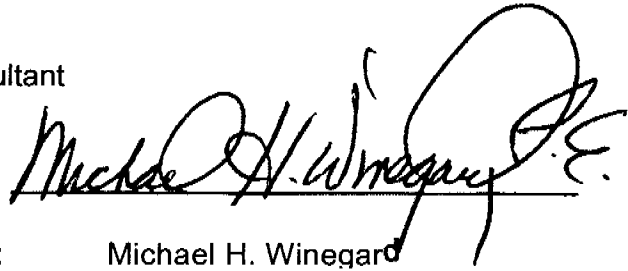
By:



John Spatz
General Manager

Consultant

A Resolution Approving and Ratifying
Certain Task Orders under a Master



Name: Michael H. Winegard

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

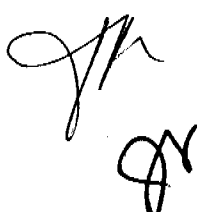

Title: Vice President

Address: 303 East Wacker Dr., Suite 1400, Chicago IL

60601 E-mail Address: mike.winegard@aecom.com

Phone: (312) 373-6631

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-7/15 at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-21-17	APPROVAL  

Account Numbers: 01-60-656000 (\$9,492.00)

The Commission entered into certain agreements dated December 29, 2015, with and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-21-17 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 017: This work authorization is to McWilliams Electric Co. Inc., to provide and install Single Mode fiber optic cable with 24 strands between the main pumping station building and the generator building. Test each fiber strand to the most current ANSI/TIA-568 standards and provide a report.

The existing fiber cable between the buildings is multimode fiber cable. The Commission's computer network is currently using this fiber connecting systems at 1Gbps speeds. The current network upgrade is to increase the communication speed to 10Gbps; however, the multimode fiber cable does not support 10Gbps. Staff received estimates from the two QRE Contractors and also IT Savvy LLC for comparison.

Contractor	Description	Estimate
McWilliams Electric	Provide and Install Single Mode Fiber Cable	\$9,492.00
IT Savvy, LLC.	Provide and Install Single Mode Fiber Cable	\$9,812.46
Windy City Electric	Provide and Install Single Mode Fiber Cable	\$15,438.48

The total cost for this work is not known but is estimated at \$9,492.00.

MOTION: To adopt Resolution No. R-21-17.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-21-17

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15
AT THE AUGUST 17, 2017, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-7/15"); and

WHEREAS, Contract QRE-7/15 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

Resolution No. R-21-17

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 _____, 2017

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-7.017

LOCATION:

DuPage Water Commission, 600 E. Butterfield Rd, Elmhurst, IL

CONTRACTOR:

McWilliams Electric, Inc.

DESCRIPTION OF WORK:

Provide and install Single-Mode 9/125 Indoor/Outdoor Plenum rated fiber cable from equipment room in the main building to equipment room in the generator building. There is an existing conduit path with an estimated length of 1000', must be field verified. The cable shall contain 24 strands or 2 – 12 strand cables of 9/125 Single-Mode fibers and be terminated at each end in a rack mounted patch panel with LC/UPC Duplex 9/125 Single-Mode fiber connectors with adapters. Test per most current ANSI/TIA-568 standards that pertain to Single-Mode Indoor/Outdoor Cable specs and provide report for each fiber strand.

REASON FOR WORK:

Installing new fiber cables in preparation for 10Gbps LAN interfacing to switches.

MINIMUM RESPONSE TIME:

None

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

None.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

Data sheets for the following:

- Single-Mode 9/125 Indoor/Outdoor fiber cable
- LC/UPC Duplex 9/125 Single-Mode fiber connectors and adapters
- Rack mount patch panel

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative


DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-22-17	APPROVAL 

Account Number: 01-60-771000 (Work Authorization Order Number 1)
 Account Number: 01-60-663100 (Work Authorization Order Number 2)

The Commission entered into certain agreements dated June 30, 2017 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-22-17 would approve the following Work Authorization Order under the Quick Response Contracts.

Work Authorization Order No. 001 to John Neri Construction Co. Inc. This work authorization is for the installation of one 60" diameter butterfly valve located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace.

At the June 16, 2016 Commission meeting, the Board Approved Resolution R-17-16 Authorizing Work Authorization Order No. 016 under Contract QR-10/13 to John Neri Construction Co. Inc. for the installation of one 60" diameter butterfly located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace, in the estimated amount of \$305,700.00. This estimated amount was some \$32,300.00 less than the estimate of the Commission's other QR-10/13 contractor, Rossi Contractors Inc.

However, the term limit for Contract QR-10/13 expired prior to the time work on the new valve could begin. John Neri Construction Co. Inc. has agreed to honor their previous cost estimate for the work and, in so doing, Staff is recommending approving Resolution R-22-17 authorizing Work Authorization Order Number 001 to John Neri Construction Co., Inc. to install one 60" diameter butterfly valve at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace in the estimated cost of \$305,700.00.

Work Authorization Order No. 002 to John Neri Construction Co. Inc. This work authorization was issued, and the work completed, prior to Board approval and was necessary to repair a leak in a 24" ductile iron main located on Il. Rt. 53 just north of Lake Street in the City of Itasca. The cost of this work is not known but is estimated to be approximately \$95,000.00.

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 17, 2017, DuPage Water Commission Meeting</p> <p>Resolution No. R-22-17</p>	APPROVAL	
<p>Approval of Resolution R-22-17 would Approve Work Authorization Number 001 to John Neri Construction Co. Inc. for the work necessary to install one 60" diameter butterfly valve located at Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace in the estimated amount of \$305,700.00, and would ratify Work Authorization Number 002 to John Neri Construction Co. Inc. for the work involved to repair a leak in a 24" ductile iron water main located on Illinois Route 53 north of Lake Street in the City of Itasca in the estimated amount of \$95,000.00.</p>			
MOTION: To adopt Resolution No. R-22-17.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-22-17

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
AUGUST 17, 2017, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, 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-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2017.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.001

LOCATION:

Butterfield Road and Marshall Avenue in the City of Oakbrook Terrace.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; expose, remove, deliver and offload existing 60" diameter valve at the Commission's Material Storage Facility located in Elmhurst; excavate, remove and dispose of existing pipe, fittings and spoil materials; install new valve, pipe sections, fittings, and restrain joints where necessary; backfill the excavation with suitable excavated and/or virgin materials; disinfect the isolated section of main; restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To install a 60" diameter butterfly valve.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER:

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Contractor is hereby advised that part of the work will be performed continuously and without interruption until such time that the new valve and pipe is in place, and the main has been refilled and repressurized.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.002

LOCATION:

Illinois Route 53 north of Lake Street in the City of Itasca.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of a leak in a Commission 24" ductile iron water main; backfill the excavation with suitable materials; restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 24" ductile iron water main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER:

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Contractor is hereby advised that part of this work will be performed continuously and without interruption until such time that the pipe has been repaired and the main has been refilled and repressurized.

DUPAGE WATER COMMISSION

By:



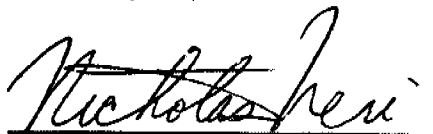
Signature of Authorized
Representative

DATE:

7-21-17

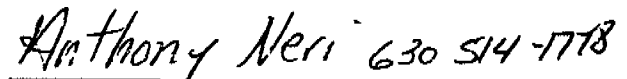
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:



Signature of Authorized
Representative

Safety Rep:





Name and 24-Hr Phone No.

DATE:

7/21/17

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations/Admin
ITEM	A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy, LLC for Network Management Services. Resolution No. R-23-17	APPROVAL 	
<p>Account Number: 01-60-629000 (\$81,564.00)</p> <p>Resolution No. R-23-17 would approve a Consulting and Network Management Service Agreement with IT Savvy LLC. for Information Technology (IT) consulting services in connection with the Commission Servers, Firewall, Switches, SAN Back-up System, Cloud Storage & Computing, Wireless Network, and other IT projects that may arise.</p> <p>The Commission relies heavily on technology to operate in the most efficient manner while minimizing staffing. Throughout the years, the Commission Information technology needs have grown to a level that has surpassed its current resources. In place of adding specialized IT staff the Commission has decided to engage the services of a IT Consulting firm to provide both remote monitoring and on-call service to allow the Commission to continue operating at the highest level of efficiency.</p> <p>Last year the Commission invited four local IT consulting firms to provide quotes for IT Consulting Services and Resolution R-26-16 was approved to engage into an agreement with IT Savvy LLC. Part of the agreement was a onetime fee of \$9,360.00 so they could remotely monitor our network infrastructure. This past year IT Savvy has kept our Servers and Workstations current with Microsoft patches and have worked with staff solving issues and maintaining our network. According to the third quarter business review there were 314 network connectivity issues, 10 system downs, and 8 hardware failures all with tickets opened and 97% of them were closed in under 1 hour. IT Savvy has been very responsive when contacted for support and addressing issues. For these reasons and the sensitive nature of the Commission's IT system, staff's recommendation is to remain with IT Savvy LLC for another year and authorize the General Manager to execute a one year agreement with IT Savvy LLC in the amount of \$6,797.00 per month for Consulting and Network Management Services.</p> <p>This represents a 1.4 % increase from last year.</p>			
MOTION: To approve Resolution No. R-23-17.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-17

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE EXECUTION OF
A CONSULTING AGREEMENT WITH IT SAVVY, LLC.
FOR CONSULTING SERVICES

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission desires to obtain monthly management services and from time to time additional IT project work, and IT Savvy, LLC, an Illinois limited Liability Corporation (“Consultant”), desires to provide monthly IT management services and from time to time additional IT project work in connection with the Commission’s information technology systems; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly management services and from time to time additional IT project work, and Consultant will provide monthly management services and from time to time additional IT project work to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desire to provide under the consulting agreement, consulting services in connection with information technology systems;

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

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

Resolution R-23-17

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and IT Savvy, LLC. for Consulting Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Consulting Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by IT Savvy, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2017.

Chairman

ATTEST:

Clerk



savvyGuard®



NOC ACT Renewal

Presented to:

Michael Hughes
DuPage Water Commission
IT Director
hughes@dpwc.org
630-834-0100

Date Submitted

July 28, 2017

Presented by:

ITsavvy
Chris Baumgartner
Sr. Client Executive
cbaumgartner@ITsavvy.com
630.396.6307

Proposal #

07142017



July 28, 2017

Mr. Michael Hughes
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

RE: savvyGuard® — ITsavvy's Managed Service

Dear Mr. Hughes:

Thank you for the opportunity to support your organization's technology and network management needs. As requested, ITsavvy is pleased to propose this managed services solution for your current technology operations. Our goal is to improve the network's overall reliability and stability and to help lower operating costs.

We look forward to continuing our partnership with you. We are confident in our vision, our solution and our total commitment to you, our valued client.

I am personally committed to helping you achieve your business, technology and managed services objectives. I look forward to partnering with you on this project, and becoming your managed services partner, trusted IT advisor and IT products provider.

If there is anything further I can do please feel free to contact me at: 630.396.6307.

Sincerely,

Chris Baumgartner
Senior Client Executive
313 S. Rohlwing Rd.
Addison, IL 60101





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Confidentiality Statement

The information contained in this document is for the exclusive use of the client specified above and may contain confidential, privileged and non-disclosable information. If the recipient of this report is not the client or addressee, such recipient is strictly prohibited from reading, photocopying, distributing or otherwise using this report or its contents in any way.



PROPOSAL

savvyGuard® - ITsavvy's Managed Services Solution

1. Executive Summary

DuPage Water commission is an existing savvyGuard Client whose current contract is up for annual review for renewal. ITsavvy has conducted an internal asset assessment of current managed devices and recounted them for the purposes of right sizing the current offering and pricing. Any adjustments to the number of managed devices will be addressed within this scope of services.



ITsavvy, A Trusted IT Advisor and Single-Source IT Products Reseller

We understand the importance in selecting the right IT solutions provider.

It's our experience that IT operations today are looking for technology that not only solves problems but can also transform the organization. This means looking to experts with an integrated approach that is highly efficient and value-driven. This is the ITsavvy approach to IT. In effect, our solutions are designed to take care of the heartbeat of your organization.

We want you to be as confident as we are.

No matter if your IT operation is functional or strategic, you need an integrated solutions partner who can guide you through the process. This will require a great deal of mutual trust. One of our recognized strengths is our ability to build and sustain confident, trusted relationships. We succeed at this by spending time early on to fully understand what is most critical to your organization. Yes, we may be unique in our extraordinary due diligence, but this enables us to propose solutions that are cued in to specific desired outcomes. You will find evidence of our findings in the pages that follow.

We are recognized as an industry leader.

Our vendor-certified solutions architects and engineers will guide your project from architecture to post-deployment training and support. We take great pride in our holistic knowledge of IT operations. This will bring continuity to your infrastructure, and our vendor neutral approach enables us to deliver further value. Our extensive number of premier-level vendor certifications helped us earn a highly prestigious place on CRN's 2016 Tech Elite 250 list. CRN also placed ITsavvy on its Managed Service Providers Elite 150 list.

We offer integrated IT solutions and products.

At any time we can leverage the expertise of our [Engineered Solutions](#), [Managed Services](#), [Cloud Solutions](#), or [Unified Communications](#) teams. It is one of the reasons ITsavvy is becoming the industry model for integrated IT products and solutions. We believe a holistic IT operation is more strategic and more cost-effective. Our clients also find tremendous value in our [IT Products Portal](#), one of the largest of its kind. As an ITsavvy client, you have access to our inventory of well over 1,000,000 IT products and 1,000 brands. Our 46 nationwide product distribution centers deliver products faster and with lower shipping costs.

We listen. Then deliver results. You're the hero.

That's our mission. Taken in total, our integrated approach and decades of expertise lead us toward a solution that delivers impact, performance and value. We are confident of that. In summary, we are excited about the opportunity to work with you on this solution. We will ensure your satisfaction because our goal is to become your trusted IT advisor and single-source IT products partner.



2. Current Technology Situation

The DuPage Water Commission maintains a local network infrastructure at their Elmhurst, IL location in support of approximately 50 end users. The current network environment is composed of the following managed devices as detailed below:

- 50 desktops (38 are in production, 12 are part time use)
- 2 Routers
- 4 SAN's
- 22 Servers
- 5 Switches
- 1 Firewall
- 1 NAS
- 3 Virtual Host
- 2 ISP's
- 1 backup solution with 22 targets



3. Proposed Solution

savvyGuard Managed NOC Services

For monitoring, management and support of your organization's most critical assets, ITsavvy recommends implementing savvyGuard NOC ACT 24x7 managed services for a term of 36 months.

ITsavvy's NOC services provide continuous infrastructure monitoring using the most powerful Professional Services and Automation (PSA) and Remote Monitoring and Management (RMM) tools in the industry. NOC Act provides full off-site managed services for round-the-clock monitoring and management of a client's infrastructure. Our in-house, New York-based, vendor-certified technical support team will troubleshoot, remediate and report all issues and events, 24x7x365. ITsavvy's NOC personnel review incoming alerts and log files to quickly identify an issue and remediate a problem. If resolution is not possible, the problem will automatically be deployed to the Tier 3 support or ISP vendor for resolution. No action will be required on the client's part.

Solution Benefits

- Allows redeployment of IT staff, which can allow completion of more value-added projects
- Improved operating center reliability
- Reduced impact from service interruptions
- Changes IT philosophy from reactive to proactive, ensuring longer infrastructure health
- Establishes a single point of contact for resolution of network issues

Business Value Gained

- Improved competitiveness without impacting OpEx budget
- Ensured business continuity
- Improved user and client satisfaction
- Improved staff productivity

NOC

Solution Benefits

- Allows upgrades of more sophisticated systems without having to hire an expert to support them
- Allows redeployment of IT staff, which can allow completion of more value-added projects
- Reduced reliance on inexperienced or contractor NOC management
- Improved operating center reliability
- Reduced impact from service interruptions
- Changes IT philosophy from reactive to proactive, ensuring longer infrastructure health
- Establishes a single point of contact for resolution of network issues



Business Value Gained

- Improved competitiveness without impacting OpEx budget
- Ensured business continuity
- Improved user and client satisfaction
- Improved staff productivity

Methodologies / Processes

1. Startup Phase

The **Transition Startup Phase** provides the Transition Teams a clear understanding of the scope of the transition effort:

- Assemble and Orient ITsavvy & client Transition Teams
- Identify SMEs and Support Staff
- Obtain Commitments for SMEs & Support Staff
- Staff client Team & ITsavvy Team
- Establish Required Tools and Databases
- Conduct Transition Planning
- Kick-Off Meetings
- Internal Meetings (ITsavvy)
- Joint client /ITsavvy Meeting

2. Discovery Phase

The purpose of the **Discovery Phase** is to gather information about the client's current Environment as well as any specific future requirements.

- Conduct Discovery Kick-Off
- Conduct Lines of Business Discovery Activities
- Document Findings in the "Discovery Report"
- Current State
- Documentation Collected
- Touch Points
- Training Requirements
- Basic Process Flows
- Service Level Agreements
- Obtain client sign-off



3. Implementation Phase

The purpose of the **Implementation Phase** is to put the designed processes and systems in place. Activities during this phase include:

- Establish systems interfaces
- Configuration and data load of field service management platforms
- Ensuring trained field staff is available with proper security clearances
- Training & knowledge base
- Service Metrics
- Operations manual creation or update existing
- Documenting and disseminating information on new processes and procedures.
- Implement Services
- Test
- Obtain client sign-off

Client Engagement Team

Client Executive (CE) – Manages the overall business relationship with the client, guides and manages the sales process of recommended solutions or product purchases to close and acts as the primary liaison between the client and ITsavvy. Works closely with the account's Client Technology Manager and Operations Management to ensure that technology management program is being followed, support engagements are being performed properly and on time and that client satisfaction is being met or exceeded. Attends Quarterly Business Reviews with the Client Technology Manager to facilitate client communications and strengthen business relationships.

vCIO – Serves as the client's virtual IT Director. Responsible for the supervision, management, and advisement of all technology at the client account. Matches business requirements to proper technologies, ensures that the client's network is continually supportable, secure, properly sized and designed. Works closely with the Client Executive to ensure proper client communications, executes Monthly Systems Assessments and Quarterly Business Reviews.

Assigned as the primary technical resource to the managed services account. Serves as subject matter expert on client's networking, client/server and application environments. Performs or oversees required network administration. Serves as lead engineer on all implementation projects at assigned accounts. Works closely with the CE to ensure that the client's annual technology plan is executed and solutions are properly assessed, designed and implemented.



PROPOSAL

savvyGuard® - ITsavvy's Managed Services Solution

Additional Support

Onsite support for troubleshooting, moves, add, and/or changes to the network as well as to Microsoft SharePoint are not included as part of savvyGuard Managed Services and are billed additionally as time and materials. The standard rate for a Support Engineer is \$175.00 per hour although rates may vary based upon level of expertise required. Standard rate for Microsoft SharePoint support is \$225.00 per hour. It is strongly suggested that DuPage Water Commission consider a Professional Services Retainer for additional services required for the augmentation and advanced support of their Microsoft SharePoint environment, to be presented in a separate scope of work.

All standard rates apply during the Regular Business Hours of 9:00 am to 5:00 pm Monday through Friday local time. Work required outside of Regular Business Hours on weekdays is billed at 1.5 times the standard rate, weekend work is billed at double time and the client account must be in good standing at the time of request.



4. Investment

Monthly Services Investment

The quote below includes management and equipment monitoring and a One Time Setup Fee.

A detailed quote is provided on the following page. The breakdown of supportable devices is as follows:

<u>Quantity</u>	<u>Devices</u>
38	Named Windows Desktops <i>(ITsavvy will bill for and support 38 DuPage Water Commission desktop workstations. These workstations will be named, and the remaining 12 will be supported reactively on an ad hoc basis, with no formal SLA)</i>
19	Windows Virtual Servers
2	Windows Physical Servers
3	Virtual Hosts
1	Firewall
11	Switches
4	Storage Area Networks
1	Network Attached Storage
2	Managed ISP Circuits

\$6,797.00 Total Monthly Managed Services Charge

(Plus Applicable Tax & Shipping)



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND

ITsavvy LLC
 313 South Rohlwing Road
 Addison, IL 60101
 www.ITsavvy.com

Quote Details	
Quote #:	2992629
Date:	07/28/2017
Payment Method:	Net 30 Days
Client PO#:	
Shipping Method:	Ground

Bill To:
 DuPage Water Commission
 Accounts Payable
 600 East Butterfield Road
 Elmhurst, IL 60126
 United States
 630-516-1918

Ship To:
 DuPage Water Commission
 Mike Hughes
 600 E Butterfield Rd
 Elmhurst, IL 60126-4642
 United States
 630-516-1918

Client Contact:
 Michael Hughes
 (P) 630-834-0100
 hughes@dpwc.org

Client Executive:
 Jim Mundall
 (P) 630.396.6311
 (F) 630.396.6322
 jmundall@ITsavvy.com

Description: savvyGuard NOC ACT - Renewal

Item Description	Part #	Tax	Qty	Unit Price	Total
Monthly Managed Services					
1 savvyGuard NOC Act Remote Monitor/Manage Desktop	NOC-ACT-DT	N	38	\$10.00	\$380.00
2 savvyGuard NOC Act Remote Monitor/Manage Server	NOC-ACT-SVR	N	2	\$149.00	\$298.00
3 savvyGuard NOC Act Remote/Manage Virtual Server	NOC-ACT-VM	N	19	\$149.00	\$2,831.00
4 savvyGuard NOC Act Remote/Manage Virtual Host	NOC-ACT-VHOST	N	3	\$149.00	\$447.00
5 savvyGuard NOC Act Remote Monitor/Manage Network Attached Storage	NOC-ACT-NAS	N	1	\$99.00	\$99.00
6 savvyGuard NOC Act Remote Monitor/Manage Storage - Each Controller	NOC-ACT-SAN	N	4	\$399.00	\$1,596.00
7 savvyGuard NOC Act Remote Monitor/Manage Closet Based Firewall	NOC-ACT-FW	N	1	\$99.00	\$99.00
8 savvyGuard NOC Act Remote Monitor/Manage Closet Based Switch	NOC-ACT-SW	N	11	\$79.00	\$869.00
9 savvyGuard NOC Act Remote Monitor/Manage Internet Link Monitoring Plus ISP Vendor Escalation	NOC-ACT-ISP	N	2	\$89.00	\$178.00
				Subtotal:	\$6,797.00
				Shipping:	\$0.00
				Tax:	Exempt
				TOTAL:	\$6,797.00

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.



Proposal Acceptance

This proposal and all of its content has been agreed to by the following representatives:

Client

ITsavvy

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



5. Appendices

savvyGuard Client Testimonials

"When I have an IT problem, it means someone in my company can't work, and I'm losing money. ITsavvy makes my problems a priority. ITsavvy understands my needs and has been a long standing partner"

IT Manager, Wine Manufacturing Company

"Knowing that you are on the end of the phone makes my job a lot easier. Having I.T. support and assistance with ITsavvy gives me not just one person, but a whole technical department without the cost. The advice you have given to us on new equipment, servers and technology to help make our office run smoothly has always been exemplary."

IT Director, Healthcare Company

"ITsavvy addresses all our needs for hardware purchasing, installation, and support. They've gone above and beyond with help desk support, and they maintain engagement—taking on special projects and making informed recommendations."

Chief Operating Office & Vice-President, Entertainment Company

savvyGuard Client References

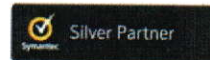
Available by request.



Awards

- 2016-2017 Tech Elite 250 - *CRN*
- 2017 Elite 150 Managed Service Provider 500 – *CRN*
- 2017 #1 in North America for Innovation in Specialist IT Solutions – *CorporateLiveWire*
- 2016 50 Best Workplaces of the Year – *The Silicon Review*
- 2016 #15 Managed Services Provider in the World – *MSPmentor 501*
- 2016 #14 Managed Services Provider in North America – *MSPmentor 501*
- 2016 Top 25 Most Recommended Data Backup & Disaster Recovery Solution Providers – *Enterprise Services Outlook Magazine*
- 2007-2016 Solution Provider 500 – *CRN*
- 2016 Top 20 Storage Providers – *Insights Success Magazine*
- 2016 20 Most Promising Virtualization Solution Providers – *CIO Review*
- 2016 20 Most Promising Networking Solution Providers – *CIO Review*
- 2015 20 Most Promising UC Solution Providers – *CIO Review*
- 2015 Circle of Excellence Award in the U.S. Cloud – *ShoreTel*
- 2009-2015 Largest Privately-held Companies in Metro Chicago – *Crain's Business*
- 2014, 2015 A+ Rating for Zero Complaints – *Better Business Bureau*
- 2014 Managed Service Providers Elite 150 – *CRN*
- 2009-2014 Fastest Growing U.S. Businesses of Its Type – *Inc. Magazine*
- 2013 Fast Growth 150 – *CRN*
- 2011-2013 Fastest Growing Companies in Metro Chicago – *Crain's Business*
- 2010 Tech 500 Fastest Growing Technology Companies in the U.S. – *Lead411*
- 2010 CEO Mike Theriault Receives Entrepreneurial Excellence Award in Growth Category – *Daily Herald Business Ledger*
- 2008, 2009 Fast Growth 100 – *Computer Reseller News*

Certifications





ITsavvy Data Center

ITsavvy's new state-of-the-art data center in Cedar Knolls, New Jersey has been designed with the highest storage, security, backup, disaster recovery and performance considerations. ITsavvy leases a dedicated space within this single-tenant facility with our own environment that has been designed and built by our ITsavvy team of storage, backup and disaster recovery engineers. The location was selected for its close proximity to our ITsavvy technical team for the benefit of smart hands if needed.

For our savvyGuard clients, we have utilized best-in-breed HP servers and an EMC SAN storage array. Your data will reside on multiple storage devices simultaneously. We have put in place a fully-redundant architecture to minimize points of failure and downtime, and we monitor our own operation 24/7/365. We can provide compliance documentation upon request.

Please let us know if you have any questions about our savvyGuard data center operation.

Data Center Highlights

- 99.999% SLA uptime guarantee
- High Density 20 kW cabinets
- Biometric authentication
- (N+1) power configurations
- Above FEMA 500-year flood plain

Compliance


- SSAE 16 audited
- HIPAA and HITECH compliant
- PCI DSS 3.0 compliant
- Safe Harbor certified
- SOC 1.0 and 2.0 certified

Security

- 24/7/365 onsite security personnel
- Three factor authentication (Proximity card, fingerprint and iris scan)
- High-definition CCTV monitoring
- Dual interlock pre-action fire suppression systems

DATE: August 6, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders for DWC Supply Line to the Village of Bartlett Project at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-25-17	APPROVAL	 CAP
Account Numbers: 01-60-711500 \$325,000.00			
<p>Resolution No. R-25-17 would approve the following Change Orders:</p> <p>Change Order No. 1 for DWC Supply Line to the Village of Bartlett Project. In efforts to reduce the overall cost and time of the project the Commission investigated various routes for this project. The Commission was able to negotiate Easement Agreements with the Evangel Assembly of God Church and the Central Sod farm. These agreements will allow the pipeline to take a more direct route and eliminate passing through residential neighborhoods.</p> <p>This Change Order would add five additional tasks to the design of the project they are as follows:</p> <ul style="list-style-type: none">Task 1. Background ResearchTask 2. Wetland DelineationsTask 3. Threatened and Endangered Species/INAI CoordinationTask 4. Restoration and Monitoring PlanTask 5. DuPage County Storm Water Permits <p>The total cost of these changes are \$54,334.77 which include credits for works related to the prior route options. These changes would increase the total contract price to \$379,344.77.</p>			
MOTION: To approve Resolution No. R-25-17			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-25-17

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
AUGUST 17, 2017 DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, 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 and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION TWO: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E 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 _____, 2017.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution No. R-25-17

Change Order No. 1 for DWC Supply Line to the Village of Bartlett Project for an increase in the contract price of \$54,334.77 for a total cost of \$379,344.77.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: DuPage Water Commission
Supply Line to the Village of Bartlett

CHANGE ORDER NO. 1

LOCATION: Cook & DuPage County, Illinois

CONTRACT NO. N/A

Engineer: AECOM Engineering

DATE: August 17, 2017

I. A. DESCRIPTION OF CHANGES INVOLVED:

This Change Order would add five additional tasks to the design of the project they are as follows:

- Task 1. Background Research
- Task 2. Wetland Delineations
- Task 3. Threatened and Endangered Species/INAI Coordination
- Task 4. Restoration and Monitoring Plan
- Task 5. DuPage County Storm Water Permits

B. REASON FOR CHANGE:

- 1. Change of route for Bartlett supply line to reduce overall cost and timeline.

C. REVISION IN CONTRACT PRICE:

- 1. Increase of \$54,334.77 for a total cost of \$379,344.77.

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, remains the same.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Engineer shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

**FIRST AMENDMENT TO
TASK ORDER NO. 4**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant"), for Professional Engineering Services dated June 19 2013 (the "Contract"), Owner and Consultant agree to amend, effective as of July 5, 2017, Task Order No. 4 to the Contract for the Transmission Main to Bartlett project as follows:

2. Services of Consultants

This Section of the Agreement shall be modified to include the items in "Attachment A" which is attached to this Amendment.

8. Contract Price

Section 8, "Contract Price" of Task Order No 4 shall be, and it hereby is, amended in its entirety so that said total Contact Price shall be \$379,344.77

In all other respects, Task Order No. 4 to the Contract shall remain in full force and effect and Task Order No. 4 to the Contract shall be binding on both parties as hereinafter amended.

DuPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

AECOM TECHNICAL SERVICES, INC.

By: _____
Michael H. Winegard, P.E.
Vice President

Attachment A



AECOM
303 E. Wacker Drive
Suite 1400
Chicago, IL 60601
www.aecom.com

312 373 7700 tel
312 373 6800 fax

June 26, 2017

Mr. John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Reference: DuPage Water Commission
TW-3/17 West Transmission Main
AECOM Project No.: 60537593

Dear Mr. Spatz:

As you know, there are known wetlands located along the TW-3/17 West Transmission Main project route on the sod farm and church properties. As you may be aware, wetland delineations were not included in our original scope of the work for the subject project. Therefore, we are providing herewith our proposal (see the enclosed, which includes our fee to complete this work) to provide additional services to perform the wetland delineations and report required by DuPage County in order to obtain a DuPage County Stormwater permit for the subject project.

Also, please note that due to the change in route, additional professional services (topographic survey, easement/legal descriptions and geotechnical engineering) from our subconsultants (see enclosed) are also needed.

However, if the Catalina route had been selected, there would have been no wetland delineations, additional survey, or legal easements needed (approximately \$45,000). Also, given that the Catalina route was deemed the most probable route (at one time), DWC decided to have that route surveyed. However, the sod farm route ended up working out, which saves DWC more money in the long term, but also means the Catalina survey could not be used.

Also, if the Catalina route had been selected, only 3-4 more soil borings would have been needed, rather than 7, which we recommend due to the possibility of poor soils along the sod farm.



Please see the table below for a summary of the above mentioned items.

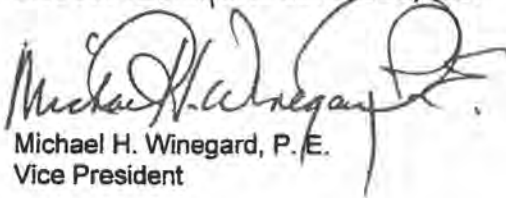
Item	Additional Work Required under Amendment No. 1	Consultant	Fee
1	Wetland Delineations	AECOM	\$26,000.00
2a	Easement/Legal Descriptions	Millennia	\$7,258.29
2b	Additional topographic survey (approximately 1 mile)	Millennia	\$9,475.70
2c	Additional horizontal control points for Catalina Drive	Millennia	\$2,648.19
2d	Survey – General Administrative and QAQC	Millennia	\$2,176.44
2e	Credit for ½ mile of additional topographic survey	AECOM	(\$4,737.85)
3a	Geotechnical Services and Soil Borings (7)	SEECO	\$13,564.00
3b	Credit for one (1) soil boring (15 VLF deep) and report	AECOM	(\$2,050.00)
PROPOSED CONTRACT AMENDMENT NO. 1 TOTAL			\$54,334.77

We are requesting an amendment to our Task Order No. 6, which will include the items shown in the table above.

Please do not hesitate to let us know if you have any questions or wish to discuss any of the attached in further detail.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.



Michael H. Winegard, P.E.
Vice President

Enclosures



DWC TW-3/17 West Transmission Main (Wetland Delineations in DuPage County)

Task 1. Background Research

Prior to AECOM performing the wetland delineation, flood plain buffer and waterbodies survey, desktop research will be conducted by gathering existing study area data and available maps from the following sources:

- United States Geological Survey (USGS) Northern Illinois Planning Commission Hydrography Dataset (NHD) and 7.5-minute topographic quadrangles
- National Wetlands Inventory maps from U.S. Fish and Wildlife Service (USFWS)
- Protected species information from USFWS and Illinois Department of Natural Resources (IDNR)
- Federal Emergency Management Agency (FEMA) National Flood Insurance Program
- DuPage County Wetland maps
- U.S. Department of Agriculture (USDA) - U.S. Natural Resource Conservation Service (NRCS) *Official Series Descriptions* and *Web Soil Survey*
- National List of Plant Species that Occur in Wetlands: Illinois (Reed 1988)
- Environmental Protection Agency (EPA) – Water Quality
- Historic aerial photography publically available on the Internet

These sources will be reviewed to determine potential wetland, flood plain buffer and waterbody areas as well as the potential for protected species or habitats to be present within the study area.

Task 2. Wetland Delineations

AECOM will conduct wetland delineations, flood plain buffer and waterbodies surveys along the proposed corridor for the DWC TW-3/17 West Transmission Main. Wetland delineations will be conducted using definitions and guidelines established in the USCOE Wetlands Delineation Manual (Environmental Laboratory 1987) and the Regional Supplement to the USCOE Wetland Delineation Manual: Midwest Region (Version 2.0) (USCOE 2010). (Farmed wetlands, if present, will be determined using the *National Food Security Act Manual*). Wetland delineations will be conducted between May 15th and October 1st. The wetland boundaries will be flagged in the field and surveyed using Global Positioning System (GPS) Trimble 6000 GEO 7x global positioning system equipment.

A Wetland Delineation Report will be issued that includes a narrative describing the physical characteristics and size of each on-site wetland, waterbody and floodplain buffer including a floristic inventory list, calculated mean C and floristic quality list and index (FQI) calculated for each on-site wetland area within the project boundaries. The report will also include representative photos of each wetland and waterbody; an NRCS DuPage County Soil Survey map with legend identifying any mapped hydric soils; IDNR Threatened and Endangered Species consultation (EcoCAT); USFWS protected species memorandum, National Wetland Inventory Map; DuPage County Inventory Map; DuPage County Regulatory Flood Plain Map and Flood Insurance Rate Map; a Site Location Map with approximate scale; USCOE data sheets; a written description of the wetlands; photographs of the wetland(s); a determination as to whether or not each wetland can be classified as a high quality aquatic resource; and a



determination as to whether wetlands identified can be classified as critical or regulatory under the DuPage County Stormwater Ordinance.

A recommendation will be made within the Wetland Delineation Report as to whether an individual wetland is anticipated to be jurisdictional Waters of the U.S. and therefore require a USCOE Section 404 permit or isolated, and therefore requiring a DuPage County Management Certificate.

Assumptions:

1. The project corridor is located primarily within areas that have been previously disturbed.
2. No coordination will be required with Illinois Historic Preservation Agency.
3. One field visit with the DuPage County Stormwater Commission will be required for the purpose of confirming wetland boundaries.
4. Exhibits displaying project plans, needed for the permit application, will be developed by AECOM.
5. Per DuPage County Countywide Stormwater and Flood Plain Ordinance, ditch wetlands should be delineated if hydric soils are present. Ditch wetlands are defined as ditches located within 50 feet of the edge of pavement, designed to accommodate stormwater runoff from the roadway only, and were excavated in areas that historically possessed upland soils. Additionally, stormwater detention ponds will only be delineated if excavated in historically hydric soils.
6. Schedule: The site visit is anticipated to require one (1) day for a field staff comprised of two (2) environmental scientists.
7. Permitting fees (including EcoCAT and DuPage County stormwater) are not included in this proposal.

Task 2. Threatened and Endangered Species/INAI Coordination

AECOM will obtain information on the potential for protected species or sensitive natural areas to be present from the IDNR and the USFWS websites. Based on data obtained from the websites, an assessment will be made as to whether or not habitat is present for protected species within the vicinity of the project. Memorandums will be developed discussing the findings, suitable for inclusion into both the DuPage County Stormwater Management Certification Application and USCOE permit applications.

Wildlife habitat assessments will be made for all wetlands and water bodies using the Modified Michigan Department of Natural Resources, as required by the DuPage County Countywide and Flood Plain Stormwater Ordinance. Datasheets will be completed for each wetland or Waters of the U.S. (WOTUS).

Assumptions:

1. The project location is located adjacent to development and is expected to have been previously disturbed. It is not expected that protected species habitat is present. Therefore, threatened and endangered species surveys will not be conducted.



Additionally, it is assumed that no coordination will be required with IDNR or USFWS for protected species.

Task 3. Restoration and Monitoring Plan

The DuPage County Stormwater Ordinance requires temporary impacts to wetlands and flood plain buffers to be restored following construction. Wetlands and flood plain buffers need to be revegetated with a comparable community and quality. AECOM will evaluate the community type, dominant species, and floristic quality of each wetland and make recommendations for restoration seed mixes.

Revegetation within the wetlands and flood plain buffers must become established within one year following construction, in order for the impacts to be considered temporary. The DuPage County Countywide Stormwater and Flood Plain Ordinance therefore will require monitoring and annual reports documenting the restoration effort for the duration of two consecutive years. AECOM will conduct two site visits per year to determine the progress on the revegetation, and provide recommendations if warranted. Annual reports will be developed for submittal to DuPage County. A final site visit with DuPage County is anticipated to confirm adequacy of the restoration effort. Any restoration costs will be by DWC's Contractor (a stormwater bond will be required as part of the Contractor's contract with DWC).

Task 4. DuPage County Stormwater Permit

The Applicant (AECOM) will submit the following items to complete the DuPage County Stormwater Permit application packet: completed Stormwater Submittal Flow Chart; completed DuPage County Countywide Stormwater and Flood Plain Ordinance Checklist; DuPage County Stormwater Management Permit Application including the following tabs:

- Tab 1: Narrative
- Tab 4: Wetlands / Wetlands Buffer
- Tab 5: Waterway Buffer
- Tab 6: Maps
- Tab 7: Restoration Plan and Monitoring
- Tab 8: Resource Maps
- Tab 9: Security

AECOM		DWC-TW-3/17 West Transmission Main (Wetland Delineations in DuPage County)					
Fee Estimate							
	Env Sci III	Sen Proj Sci	Engineer	QA/QC	Direct Costs	Total Hours	
Background Research							
	8			1	345.48	9	
Wetland delineation, Floodplain Buffer and Waterbodies Surveys							
Wetland Delineations / Habitat Assessments	8	8			\$663.84		
Report	28			4	\$1,231.92		
USACE Regional Permit & Application	16			4	\$781.92		
Wetlands - Subtotal	60	8		9	\$2,677.68	77	
Restoration and Monitoring Plan							
Development of a Restoration Plan	8			2	\$390.96		
1st Year Field Visits (2x per year)	4	4			\$331.92		
2nd Year Field Visits (2x per year)	4	4			\$331.92		
Annual Reports	8			2	\$390.96		
Restoration and Monitoring Plan - Subtotal	24	8		4	\$1,054.80	38	
Coordination							
Pre-Application Meeting with USACE	8	8			\$663.84		
Wetland Boundary Confirmation with DuPage	8	8			\$663.84		
Final Site Visit (post monitoring) with DuPage	8	8		1	\$709.32		
Coordination - Subtotal	24	24		1	\$2,037.00	49	
Wildlife Habitat Evaluations							
USFWS T&E Species Coordination	6	2			\$315.96		
IDNR T&E Species and INAI Coordination	6	2			\$315.96		
Modified Michigan Assessment	3			2	\$203.46		
Wildlife Habitat Evaluations - Subtotal	15	4		2	\$835.38	21	
DuPage County Stormwater Certification Application							
Completion of the following categories: Narrative; Wetlands/Wetland Buffer; Riparian Enviro Supplemental; Monitoring and assembly of application	48		4	4	\$2,161.92		
Tab 1: Narrative description of development, existing conditions, and proposed impacts on stormwater and flood plains.					\$0.00		
Estimate of Probable Cost for soil erosion and sedimentation control					\$0.00		
Tab 6: Site Topographic Map					\$0.00		
Tab 8: Development Security					\$0.00		
Sediment and Erosion Control Security					\$0.00		
Letter of Credit Recommendations					\$0.00		
DuPage County Stormwater Certification Application - Subtotal	48		4	4	\$2,161.92	56	
Subtotal (direct labor)	179	44	4	21	\$9,112.28	248	
Total Labor (Direct labor x 2.82)					\$25,886.57		
Other Direct Costs (ODCs)							
Printing					\$83.43		
Trimble 8000 Geo 7X (\$65.00 per day)					\$195.00		
Shipping: 3 day ground delivery					\$15.00		
ODCs- Subtotal					\$303.43		
Grand Total (ODCs + Total Labor)					\$26,000.00		



Millennia Professional Services of Illinois, Ltd.

2600 Warrenville Road • Suite 203 • Downers Grove, IL 60515 • 630.705.0110

DuPage Water Commission
Greenbrook/Central Watermain
Land Surveying Services
Supplement

SCOPE OF SERVICES

June 26, 2017

Catalina Route – Alternate Alignment

1. Survey Project Limits:
 - a. The route for this section of the proposal is "Alternative 3 – Catalina Drive".
2. Control Survey
 - a. Establish horizontal control points at 750 foot intervals. The horizontal datum will be the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment)
 - b. Establish benchmarks at minimum 2000 foot intervals. The vertical datum will be NAVD88.

~~Post Office Property Line~~

- ~~1. Survey Project Limits:
 - ~~a. Provide a Plat of Easement and Legal Description for a Temporary Construction Easement along the Post Office property line..~~~~

West of Bartels Road – Easements

1. Land Acquisition Survey
 - a. Provide Plats of Easement and Legal Descriptions for three Permanent Easements and three Temporary Easements.

West of Bartels Road – Revised Alignment

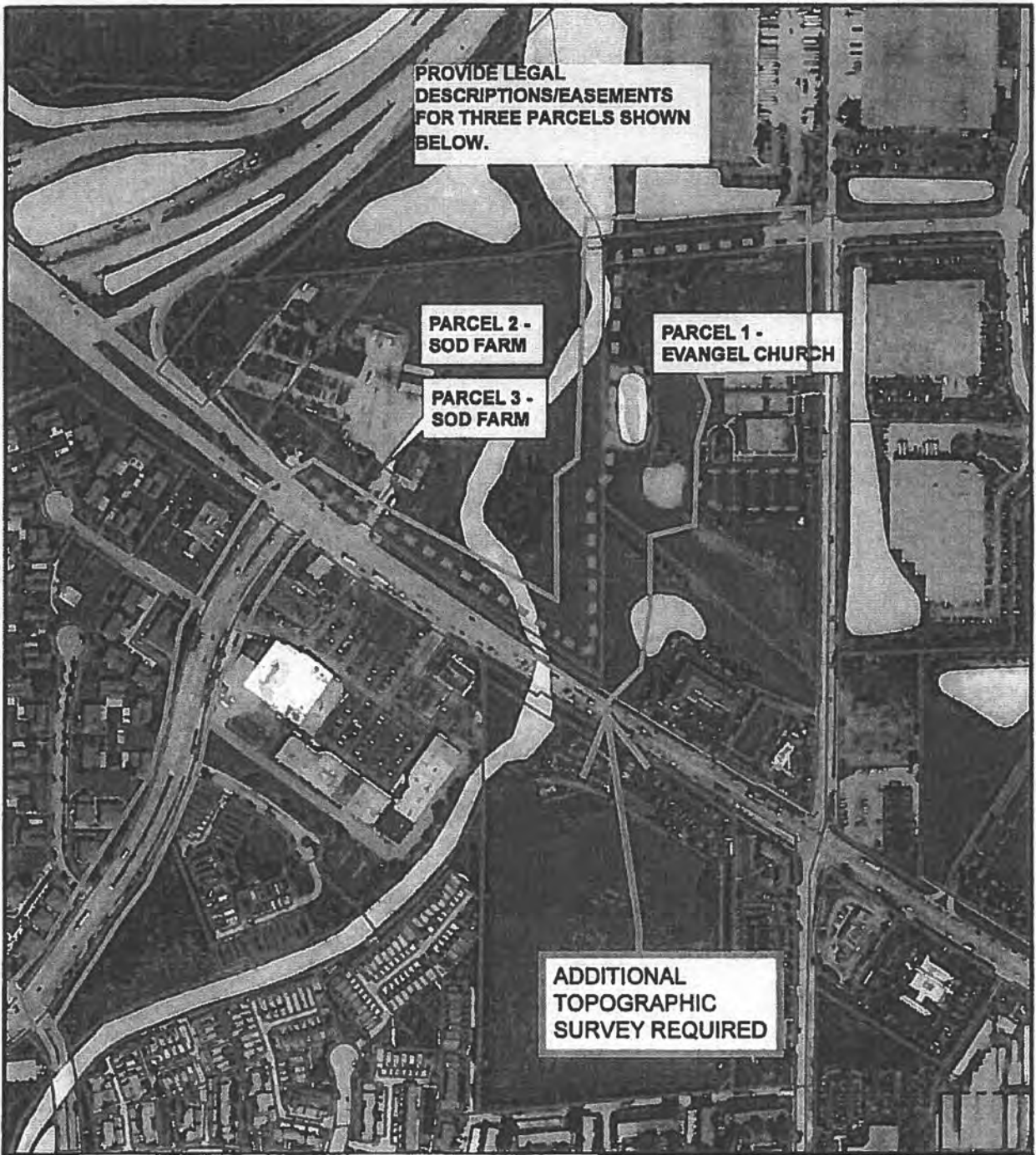
2. Survey Project Limits:
 - a. See the Survey Route on the attached aerial photograph (approximately 4200 lineal feet).
 - b. The lateral limits extend as shown on the attached aerial photograph north of Lake Street and 10 feet beyond the right of way south of Lake Street.
3. Control Survey
 - b. Establish horizontal control points at 750 foot intervals. The horizontal datum will be the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment)
 - c. Establish benchmarks at minimum 2000 foot intervals. The vertical datum will be NAVD88.
2. Topo and Cross Sections
 - a. The survey includes the location of all visible planimetric features.
 - b. Survey all visible utility structures.
 - c. Prepare measure-downs on all sewer and water structures.



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- d. Survey all traffic loop detectors.
 - e. Survey all vegetation inside the right of way
 - f. Survey the edge of water and depth of water at stream crossings as well as top of the banks.
 - g. Survey railroad track locations and top of rail elevations.
3. Office Survey
- a. Determine the approximate right of way for engineering purposes using any observed boundary or right of way evidence discovered during the survey (including sidewalk and pavement locations) and the DuPage County Tax maps.
 - b. Initiate a JULIE Design Stage Request. Correlate the JULIE information with the surveyed utility structures. Final product will be a Quality Level C utility survey. All utility lines will be drawn with text integral in the linestyle.
 - c. Produce 1' contours.
 - d. Prepare legend for all symbols.
 - e. Prepare final basemap in AutoCAD 2012 format at 1" = 50' scale.



0 100 200 300 400

APPROXIMATE SCALE IN FEET

- Legend**
- ■ Proposed Transmission Main
 - DuPage County Parcels
 - Wetlands (based on DPC GIS)

DUPAGE WATER COMMISSION

TW-3/17 WEST TRANSMISSION MAIN
JUNE, 2017

REVISED TOPO SURVEY ROUTE

JOB NO: 60537593



SURVEY MANHOURS WORKSHEET
DuPage Water Commission
Greenbrook/Central Watermain
Supplement 1



Topographic Survey	1 Person Crew Hours	2 Person Crew Hours	Office Hours	Man-Hours	Total
Administration (3% of total man-hours)					
Administration			8	8	
Total				8	8
Catalina Route - Alternate Alignment					
Horizontal Control	8		1	9	
Vertical Control		8	1	17	
Additional JULIE request			4	4	
Total				30	30
West Office Property Line					
Research			2	2	
Field Survey		4		8	
Computations			4	4	
Legal Description			3	3	
Plat of Easement			6	6	
Total				23	23
West of Bartels Road - Easements					
Research			4	4	
Field Survey		12	4	28	
Computations			16	16	
Legal Description			8	8	
Plat of Easement			20	20	
Total				76	76
West of Bartels Road - Revised Alignment					
Horizontal Control		4	1	9	
Vertical Control		4	1	9	
Topo & Cross Sections	30	8		46	
Measuredowns on Utility Structures		8		16	
ROW determination			4	4	
JULIE request, follow-up and reconciliation of original survey, measuredown sheets and JULIE information.			8	8	
Field survey processing			4	4	
CADD			24	24	
Total				120	120
QA/QC					
Final QA/QC - plat in hand field check			8	8	
Total				8	8
Total Survey Hours					265



Dupage Water Commission
Glenbrook/Central Watermain
Supplement 1

Surveying Services
Direct Cost Summary

<u>NUMBER</u>	<u>PURPOSE</u>	<u>COST EACH</u>	<u>TOTAL</u>
13	Survey Vehicle	\$ 65.00	\$ 845.00
10	Recorded Documents	\$ 5.00	\$ 50.00
<hr/>			
TOTAL DIRECT COSTS			\$ 895.00

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Millennia Professional Services of Illinois, Ltd.
PRIME/SUPPLEMENT Supplement

DATE 06/26/17
PTB NO. DuPage Water Commission Watermain

CONTRACT TERM 4 MONTHS
START DATE 6/26/2017
RAISE DATE 2/1/2018

OVERHEAD RATE 134.31%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/26/2017 - 10/25/2017

4
4

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Millennia Professional S DATE
Supplement
DuPage Water Commission Watermain

06/26/17

ESCALATION FACTOR

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
President	\$80.00	\$80.00
Vice-President	\$68.00	\$68.00
Senior Project Manager	\$62.85	\$62.85
Project Manager	\$48.64	\$48.64
Senior Project Engineer	\$51.60	\$51.60
Project Engineer	\$37.50	\$37.50
Engineer III	\$32.50	\$32.50
Engineer II	\$30.10	\$30.10
Engineer I	\$26.00	\$26.00
Technician V	\$44.68	\$44.68
Technician IV	\$37.36	\$37.36
Technician III	\$30.70	\$30.70
Technician II	\$24.24	\$24.24
Technician I	\$18.14	\$18.14
Administrator	\$27.87	\$27.87
Intern	\$12.19	\$12.19

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Millennia Professional Services of Illinois, Ltd.
DuPage Water Commission Watermain
Supplement

DATE 08/28/17

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Administration			Catalina Route			Post Office Property Line			West of Bartels - Easements			West of Bartels - Topo		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President	80.00																		
Vice-President	68.00																		
Senior Project Manager	62.85																		
Project Manager	48.64	73	27.55%	13.40	6	100.00%	48.64	6	20.00%	9.73	8	39.13%	19.03	32	42.11%	20.48	10	8.33%	4.05
Senior Project Engineer	51.80																		
Project Engineer	37.50																		
Engineer III	32.50																		
Engineer II	30.10																		
Engineer I	26.00																		
Technician V	44.68																		
Technician IV	37.38																		
Technician III	30.70	85	32.45%	9.98				16	53.33%	16.37	4	17.30%	5.34	12	15.79%	4.85	54	45.00%	13.82
Technician II	24.24	50	18.67%	4.57							6	26.08%	6.32	20	26.32%	6.38	24	20.00%	4.85
Technician I	18.14	56	21.13%	3.83				8	26.67%	4.84	4	17.30%	3.15	12	15.79%	2.88	32	26.67%	4.84
Administrator	27.87																		
Intern	12.19																		
TOTALS		285	100%	\$31.77	6	100.00%	\$48.64	30	100%	\$30.94	23	100%	\$33.85	76	100%	\$34.57	120	100%	\$27.55

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

June 21, 2017

Mr. Paul St. Aubyn
AECOM
303 E. Wacker, Ste. 1400
Chicago, IL 60601

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for
the DWC West Transmission Main TW 3/17,
DuPage County, IL

Dear Mr. St. Aubyn,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information supplied by email on 6/13 and 6/14/17 and have visited the site.

The scope of work SEECO is prepared to undertake is as follows:

BASE SCOPE

- Perform 4 soil borings to depths of 15', two (2) to 25' and one (1) to 35' below existing ground surface.
- The borings will be located in general accordance with the site plans provided and may be offset as required to facilitate access or to avoid utilities. Borehole depths will be to stated depths or auger/spoon refusal, (apparent bedrock), whichever is achieved first. Standard penetration test split spoon samples will be obtained at 1' intervals to 15' and at 5' intervals thereafter. Prior to drilling, the borehole locations will be scanned for buried utilities with a GPR unit and the first 5' of each borehole will be probed with a hand auger. Elevations will be interpolated from topographic survey data to be provided to us. While a truck mounted drill rig is anticipated to be utilized for most of the borings, the two (2) borings on the Church property will be performed by hand methods. Traffic control will consist of cones and signage. No permit costs are included.
- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength (Qp) will be performed on all samples. Representative samples will be tested for dry unit weight, unconfined compressive strength (Qu) and Atterberg Limits determination.
- Upon completion of the field exploration and laboratory testing a written Geotechnical Report will be prepared as a supplement to SEECO's Report No. 6834G-3 under the direction of a Registered Professional Engineer of Illinois. The report will encompass the subsurface soil conditions, laboratory data, encountered groundwater elevations, depth to apparent bedrock, if encountered and general construction considerations.

(708) 429-1666 • 7350 Duvan Drive • Tinley Park, IL 60477 • FAX: (708) 429-1689
www.seeco.com

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for
the DWC Transmission Main TW-3/17,
DuPage County, IL

June 21, 2017
Page 2

Recommendations regarding installation of the 36" transmission line will be provided. Boring logs will be prepared in lieu of profile drawings. JULIE will be contacted. SEECO is not responsible for mismarked or unmarked utilities.

The estimated costs for these services are as follows:

Geotechnical Study as Stated	\$13,564.00
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Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required due to soil conditions will be charged at \$35.00/in. ft. Approval will be obtained prior to initiating additional work, if any. Costs assume SEECO's current insurance coverage is sufficient.

We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.

APPROVED:

Name of Firm

Authorized Signature

Date

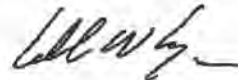
Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

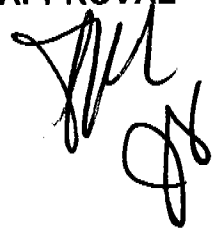



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering Committee	ORIGINATING DEPARTMENT Operations
ITEM A Resolution Directing Advertisement for A Resolution Directing Advertisement for DWC Supply Line to the Village of Bartlett Project at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-26-17	APPROVAL  
<p>Account Number: 01-60-711500</p> <p>Approval of Resolution No. R-26-17 would authorize advertisement for bids for DWC Supply Line to the Village of Bartlett Project and would establish all requirements necessary for the bidding, for the award of the contract, and for the approval of the contractor's bonds, all as required by state statute. Approval of this resolution does not authorize construction work or any expenses other than the costs associated with the publication of advertisements as required by the Water Commission Statute.</p>	
MOTION: To approve Resolution No. R-26-17.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-17

A RESOLUTION DIRECTING ADVERTISEMENT
FOR DWC SUPPLY LINE TO THE VILLAGE OF BARTLETT PROJECT

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "DWC Supply Line to the Village of Bartlett" in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Invitation for Bids" attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing bids for the performance of the Contract shall be submitted to the Commission in accordance with the "Instructions to Bidders" substantially in the form attached hereto as Exhibit B and by this reference incorporated herein and made a part hereof.

SECTION FOUR: Awarding of Contracts. The Commission will award the Contract(s) to the bidder(s) whose bid(s) are found to be in the best interests of the Commission. The bidder(s) who are receiving an award shall be determined in accordance with Article VIII of the Commission By-Laws and the Instructions to Bidders substantially in the form attached hereto as Exhibit B.

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance and payment bonds shall be subject to the requirements set forth in the Contract Documents.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017

Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
Contract DWC Supply Line to the Village of Bartlett Project

INVITATION FOR BIDS

1. Invitation to Bid

The DUPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, **[TBD]**, 2017, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for construction work related to the DWC Supply Line to the Village of Bartlett Project, all bids will be publicly opened and read aloud.

2. Contract Documents

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein: the Invitation for Bids; the General Instructions to Bidders; the Work Authorization Order(s), if any; the General Conditions of Contract; the Specifications, and the Contract Drawings, if any; the Bidder's Proposal, including the Work History Statement; and the Contract Agreement. The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$_____ per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$_____ per set to cover postage and handling.

3. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

4. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidder's and/or their representatives shall be held at Owner's office listed above on ***[TBD]***, 2017, at 10:00 a.m. All prospective Bidder's and/or their representatives are strongly encouraged to attend the pre-bid conference.

DATED this ***[day of XXXX]*** 2017.

DUPAGE WATER COMMISSION

By: /s/ John Spatz _____
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

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1. Introductory Information; Examination of Contract Documents

(a) The Commission. The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, who delivers the water to the Commission in the City of Chicago, and the water is then transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's Waterworks System is included as an Appendix to the Contract Documents.

(b) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Work Authorization Order(s), if any, the General Conditions of Contract, Specifications and the Contract Drawings, if any, the Bidder's Proposal, including the Work History Statement, and the Contract Agreement, all as may be modified by Addenda, and all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted

operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(c) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(d) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(e) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be

paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

Any other applicable taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.), shall be incidental to, and included within, the rates and fees stated in proposals.

5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) Individuals. Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) Partnerships. Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) Corporations. Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: _____." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.
- (d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

7. Bid Security

(a) Requirement; Deficiencies. A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Fifty Thousand Dollars (\$50,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds. Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the preceding sentence, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) Return of Bid Securities. Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) Liquidated Damages. If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of sixty (60) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the sixty (60) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the sixtieth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. **Qualification of Bidders**

(a) **Factors.** Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) **Most Favorable Bidders.** A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

(c) **Final Determination.** The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. **Disqualification of Bidders**

(a) **More Than One Proposal.** More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is

interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) Collusion. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.

If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. Award of Contract

(a) Reservation of Rights. The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) Offers. All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid

the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. **Effective Date of Award**

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

17. **Penalty for Collusion**

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

18. **Closing**

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within fourteen (14) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

19. **Failure to Close**

(a) **Annulment of Award.** Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) **Subsequent Awards.** Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

20. **Time of Starting and Completion**

(a) **Commencement.** Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) **Completion.** Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Emergency Work," of the Bidder's Proposal.




(c) **Coordination and Delays.** Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

21. **Non-Discrimination**

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.*, and the provisions of 775 ILCS 10/1 *et seq.* as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part thereof.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the Bartlett Supply Line and Authorizing Execution of Associated Agreements with Alvira J. Henrici Trust No. 1 Ordinance O-8-17	APPROVAL   	
Account Number: WF 01-60-711500			
Ordinance O-8-17 would authorize the execution of a Easement Agreement with Alvira J. Henrici Trust No. 1. As stated in the attached Easement Agreement, this agreement will providing, among other things, for the Commission's construction and maintenance of certain facilities within the Commission's exclusive easement and the reimbursement by the Commission for the cost of the Easement and associated legal fees at an estimated cost of \$142,000.00.			
MOTION: To approve Ordinance No. O-8-17.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-8-17

AN ORDINANCE REQUESTING
THE INTERGOVERNMENTAL TRANSFER OF EASEMENT RIGHTS FOR THE
CONSTRUCTION AND MAINTENANCE OF BARTLETT SUPPLY LINE
AND AUTHORIZING EXECUTION OF ASSOCIATED AGREEMENTS

The Alvira J. Henrici Trust No. 1 (*Central Sod farm*)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, the Alvira J. Henrici Trust No.1 ("Central Sod Farm") is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, Central Sod Farm is willing to grant to the Commission permanent and temporary construction easements for such purposes in consideration of the sum of

Ordinance No. O-8-17

One Hundred Forty Thousand Dollars (\$140,000) and other good and valuable consideration;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Secretary or any licensed notary is authorized and directed to attest, an Easement Agreement between the DuPage Water Commission and the Central Sod Farm in the form attached hereto as Exhibit A. Upon execution and attestation by the General Manager and Secretary or licensed notary, respectively, the grants of easement for the real estate described in Exhibits A of the Easement Agreement, and all things provided for in the Easement Agreement attached hereto as Exhibit A, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-8-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Acting Clerk

EXHIBIT A

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER
COMMISSION**

JACQUELINE R. FISHER AND RANDI L. GRESHER, as Successor Co-Trustees of THE ALVIRA J. HENRICI TRUST NO. 1 UNDER DECLARATION OF TRUST DATED SEPTEMBER 24, 1985, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of One Hundred Forty Thousand and No/100 Dollars (\$140,000.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a

perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, pumps, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not use for itself, or grant to any other person or entity any easement right or other right to use, the Easement Premises below grade. Grantor hereby reserves the right to use the Easement Premises and its adjacent property above grade in any manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's

Ordinance No. O-8-17

Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Whenever Grantee and/or Grantee's Agents perform work in the Easement Premises, Grantee shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property to at least as good a condition it was prior to Grantee utilizing the temporary access. Grantee shall reimburse Grantor for any damage to Grantor's Property resulting from the temporary access, including the value of any crops damaged.

Nothing in this Easement shall permit Grantee to construct any pull off, parking or vehicle turnaround, or utilize Grantor's Property for such purposes, subject to the temporary access

provision contained herein.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2017.

THE ALVIRA J. HENRICI TRUST NO. 1
u/t/a dated September 24, 1985

Jacqueline R. Fisher, Co-Trustee

Randi L. Gresher, Co-Trustee

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Schrott, Luetkehans & Garner, LLC
105 E. Irving Park Road
Itasca, IL 60143

Property Address:

26 W 258 Lake Street
Ontarioville, IL 60103

Ordinance No. O-8-17

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACQUELINE R. FISHER, individually and as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2017.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDI L. GRESHER, individually and as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2017.

Notary Public

TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ____
day of _____, 2017 by and between
JACQUELINE R. FISHER AND RANDI L.
GRESHER, as Successor Co-Trustees of the
ALVIRA J. HENRICI TRUST NO. 1 UNDER
DECLARATION OF TRUST DATED
SEPTEMBER 24, 1985 (collectively referred to
as "Grantor") and the DUPAGE WATER
COMMISSION, a County Water Commission *FOR RECORDER'S USE ONLY*
Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter
"Grantee").

RECITALS

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, _____ () months from the date the Grantor executed this Temporary Construction Easement Agreement.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's Agents. Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall promptly cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the

Ordinance No. O-8-17

Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's Agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Prior to entering upon the Temporary Easement Area, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration,

operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

11. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of DuPage County, Illinois.

12. **Notices.** All notices to be given hereunder shall be personally delivered, sent via certified mail, return receipt requested with postage prepaid, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Jacqueline R. Fisher-Wool
11301 Lawrence Road
Harvard, IL 60033

and

Randi L. Gresher

2111 Cedar Avenue
Hanover Park, IL 60133

with a copy to: Ralph C. Hardy, Esq.
Ariano Hardy Ritt, et al.
10101 N. State Route 47, Ste. 200
Huntley, IL 60142

If to GRANTEE: John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

with a copy to: Phillip A. Luetkehans, Esq.
Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

**THE ALVIRA J. HENRICI TRUST NO. 1
u/t/a dated September 24, 1985**

DUPAGE WATER COMMISSION

Jacqueline R. Fisher, Co-Trustee

By:_____

Ordinance No. O-8-17

Its: _____

Randi L. Gresher, Co-Trustee

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
SCHIROTT, LUETKEHANS & GARNER, LLC
105 East Irving Park Road
Itasca, IL 60143
pluetkehans@slg-atty.com
630-773-8500

Exhibit B

PERMEANT EASEMENT

Parcel: 0002PE
Index No.: 02-06-401-022

That part of the Southeast Quarter of Section 6 (except the Easterly 681.77 feet thereof), Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 84 degrees 55 minutes 25 seconds West along the north line of said Southeast Quarter, 685.06 feet to the west line of the East 681.77 feet of said Southeast Quarter; thence South 0 degrees 33 minutes 33 seconds West along said west line, 731.81 feet to the point of beginning; thence continuing South 0 degrees 33 minutes 33 seconds West along said west line, 582.45 feet to the northerly line of a 15 foot wide easement granted to NICOR GAS per document R2017-070768, recorded July 14, 2017; thence North 58 degrees 15 minutes 34 seconds West along said northerly easement line, 675.71 feet to an angle point in said easement line; thence North 54 degrees 02 minutes 07 seconds West along said easement line and the westerly extension of said easement line, 351.60 feet; thence South 40 degrees 12 minutes 29 seconds West, 15.01 feet to the northerly right of way line of Lake Street per the Final Judgment Order in Condemnation Case 91-ED19 in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois; thence North 54 degrees 01 minutes 51 seconds West along said northerly right of way line, 87.67 feet to the east line of Lot 1 in Henrici Mueller Assessment Plat, recorded as Instrument 840102 on April 25, 1957; thence North 38 degrees 28 minutes 54 seconds East along said east line, 45.00 feet; thence South 54 degrees 01 minutes 52 seconds East, 436.75 feet; thence South 58 degrees 15 minutes 34 seconds East, 622.16 feet; thence North 0 degrees 32 minutes 14 seconds East, 498.75 feet; thence North 45 degrees 00 minutes 00 seconds East, 42.85 feet to the point of beginning.

Said easement containing 1.150 acres, more or less.

TEMPORARY EASEMENT #1

Parcel: 0002TE1
Index No.: 02-06-401-022

That part of the Southeast Quarter of Section 6 (except the Easterly 681.77 feet thereof), Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 84 degrees 55 minutes 25 seconds West along the north line of said Southeast Quarter, 685.06 feet to the west line of the East 681.77 feet of said Southeast Quarter; thence South 0 degrees 33 minutes 33 seconds West along said west line, 703.25 feet to the point of beginning; thence continuing South 0 degrees 33 minutes 33 seconds West along said west line, 28.56 feet; thence South 45 degrees 00 minutes 00 seconds West, 42.85 feet; thence South 0 degrees 32 minutes 14 seconds West, 498.75 feet; thence North 58 degrees 15 minutes 34 seconds West, 23.60 feet; thence North 0 degrees 31 minutes 43 seconds East, 494.43 feet; thence North 45 degrees 00 minutes 00 seconds East, 71.79 feet to the point of beginning.

Said easement containing 0.256 acres, more or less.

TEMPORARY EASEMENT #2

Parcel: 0002TE2
Index No.: 02-06-401-022




That part of the Southeast Quarter of Section 6 (except the Easterly 681.77 feet thereof), Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 84 degrees 55 minutes 25 seconds West along the north line of said Southeast Quarter, 685.06 feet to the west line of the East 681.77 feet of said Southeast Quarter; thence South 0 degrees 33 minutes 33 seconds West along said west line, 1314.26 feet to the point of beginning; thence continuing South 0 degrees 33 minutes 33 seconds West along said west line 17.58 feet, to the northerly right of way line of Lake Street per Document R2014-105275, recorded November 7, 2014; thence North 58 degrees 15 minutes 34 seconds West along said northerly line 685.56 feet; thence North 54 degrees 01 minutes 51 seconds West along the northerly right of way line of Lake Street per the Final Judgment Order in Condemnation Case 91-ED19 in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, a distance of 353.26 feet; thence North 40 degrees 12 minutes 29 seconds East, 15.01 feet; thence South 54 degrees 01 minutes 51 seconds East, 351.60 feet; thence South 58 degrees 15 minutes 34 seconds East, 675.71 feet to the point of beginning.

Said easement containing 0.357 acres, more or less.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the Bartlett Supply Line and Authorizing Execution of Associated Agreements with Evangel Assembly of God Church Ordinance O-9-17	APPROVAL	  
Account Number: WF-01-60-711500			
<p>Ordinance O-9-17 would authorize the execution of a Easement Agreement with Evangel Assembly of God Church. As stated in the attached Easement Agreement, this agreement will providing, among other things, for the Commission's construction and maintenance of certain facilities within the Commission's exclusive easement and the reimbursement by the Commission for the cost of the Easement and associated legal fees at an estimated cost of \$62,000.00.</p>			
MOTION: To approve Ordinance No. O-9-17.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-9-17

AN ORDINANCE REQUESTING
THE INTERGOVERNMENTAL TRANSFER OF EASEMENT RIGHTS FOR THE
CONSTRUCTION AND MAINTENANCE OF BARTLETT SUPPLY LINE
AND AUTHORIZING EXECUTION OF ASSOCIATED AGREEMENTS
(Evangel Assembly of God Church)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, the Evangel Assembly of God Church(" The Church") is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, The Church is willing to grant to the Commission permanent and temporary construction easements for such purposes in consideration of the sum of Sixty Thousand (\$60,000.00) and other good and valuable consideration;

Ordinance No. O-9-17

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Secretary or any licensed notary is authorized and directed to attest, an Easement Agreement between the DuPage Water Commission and The Church in the form attached hereto as Exhibit A. Upon execution and attestation by the General Manager and Secretary or licensed notary, respectively, the grants of easement for the real estate described in Exhibits A of the Easement Agreement, and all things provided for in the Easement Agreement attached hereto as Exhibit A, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-9-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Acting Clerk

EXHIBIT A

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER
COMMISSION**

EVANGEL ASSEMBLY OF GOD, an Illinois Religious Corporation, its successors, assigns, heirs, administrators and executors (hereinafter referred to as "Grantor"), for and in consideration of the sum of Sixty Thousand and No/100 Dollars (\$60,000.00), and other good and valuable consideration, in hand paid by the DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing, and removing water mains, manholes and manhole structures, pumps, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not use for itself, or grant to any other person or entity any easement right or other right to use, the Easement Premises below grade. Grantor hereby reserves the right to use the Easement Premises and its adjacent property above grade in any manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner

interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property to at least as good a condition it was prior to Grantee utilizing the temporary access. Grantee shall reimburse Grantor for any damage to Grantor's Property resulting from the temporary access, including the value of any crops damaged.

Nothing in this Easement shall permit Grantee to construct any pull off, parking or vehicle turnaround, or utilize Grantor's Property for such purposes, subject to the temporary access provision contained herein.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

Ordinance No. O-9-17

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, its, their hands and seals this _____ day of _____, A.D., 2017.

EVANGEL ASSEMBLY OF GOD

By: _____

Its: _____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Schrott, Luetkehans & Garner, LLC
105 E. Irving Park Road
Itasca, IL 60143

Property Address:

5700 Bartels Road
Hanover Park, IL 60133

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually and as _____ of EVANGEL ASSEMBLY OF GOD, aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2017.

TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 2017 by and between EVANGEL ASSEMBLY OF GOD, an Illinois Religious Corporation (hereinafter "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, _____ () months from the date the Grantor executed this Temporary Construction Easement Agreement.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's Agents. Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall promptly cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon

weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's Agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Prior to entering upon the Temporary Easement Area, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise

Ordinance No. O-9-17

as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

11. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of DuPage County, Illinois.

12. **Notices.** All notices to be given hereunder shall be personally delivered, sent via certified mail, return receipt requested with postage prepaid, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

with a copy to:

If to GRANTEE:

John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

with a copy to:

Phillip A. Luetkehans, Esq.
Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed

effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

EVANGEL ASSEMBLY OF GOD

DUPAGE WATER COMMISSION

By: _____

By: _____

Its: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
SCHIROTT, LUETKEHANS & GARNER, LLC
105 East Irving Park Road
Itasca, IL 60143
pluetkehans@slg-atty.com
630-773-8500

EXHIBIT B

PERMANENT EASEMENT

Parcel: 0001PE
Index No.: 02-06-401-017

That part of Lot 1 in Evangel Assembly of God Subdivision, being a subdivision of part of the Southeast Quarter of Section 6, Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois, as recorded on September 16, 1998 as Document R98-191592, described as follows:

Commencing at the northwest corner of said Lot 1; thence North 84 degrees 55 minutes 25 seconds East along the north line of said Lot 1, a distance of 139.82 feet to the point of beginning; thence continuing North 84 degrees 55 minutes 25 seconds East along said north line 30.12 feet; thence South 0 degrees 00 minutes 00 seconds West , 215.92 feet; thence South 45 degrees 00 minutes 00 seconds West, 194.55 feet; thence South 0 degrees 33 minutes 33 seconds West, 350.60 feet; thence South 45 degrees 00 minutes 00 seconds West, 49.99 feet to the west line of said Lot 1; thence North 0 degrees 33 minutes 33 seconds East, along said west line, 42.85 feet; thence North 45 degrees 00 minutes 00 seconds East, 7.14 feet, to the east line of a 5 foot wide easement created by said Evangel Assembly of God Subdivision; thence North 0 degrees 33 minutes 33 seconds East along said east line 350.60 feet; thence North 45 degrees 00 minutes 00 seconds East, 194.38 feet; thence North 0 degrees 00 minutes 00seconds East, 200.83 feet to the point of beginning.

TEMPORARY EASEMENT

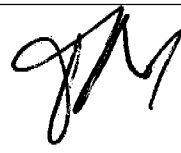


Parcel: 0001TE
Index No.: 02-06-401-017

That part of Lot 1 in Evangel Assembly of God Subdivision, being a subdivision of part of the Southeast Quarter of Section 6, Township 40 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois, as recorded on September 16, 1998 as Document R98-191592, described as follows:

Commencing at the northwest corner of said Lot 1; thence North 84 degrees 55 minutes 25 seconds East along the north line of said Lot 1, a distance of 169.93 feet to the point of beginning; thence continuing North 84 degrees 55 minutes 25 seconds East along said north line, 40.16 feet; thence South 0 degrees 00 minutes 00 seconds West, 629.27 feet; thence North 0 degrees 00 minutes 00 seconds West, 130.22 feet; thence South 0 degrees 33 minutes 33 seconds West, 188.11 feet to northerly line of a 10 foot wide easement created by said Evangel Assembly of God Subdivision; thence North 49 degrees 59 minutes 28 seconds West along said northerly line, 103.60 feet to the east line of a 5 foot wide easement created by said Evangel Assembly of God Subdivision; thence North 0 degrees 33 minutes 33 seconds East along said east line, 12.84 feet; thence North 45 degrees 00 minutes 00 seconds East, 42.85 feet; thence North 0 degrees 33 minutes 33 seconds East, 350.60 feet; thence North 45 degrees 00 minutes 00 seconds East, 194.55 feet; thence North 0 degrees 00 minutes 00 seconds East, 215.92 feet to the point of beginning.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the Bartlett Supply Line and Authorizing Execution of Associated Agreements with the Electri-Flex Company. Ordinance O-10-17	APPROVAL  	 
Account Number: WF-01-60-711500			
<p>Ordinance O-10-17 would authorize the execution of a Easement Agreement with the Electri-Flex Company. As stated in the attached Easement Agreement, this agreement will providing, among other things, for the Commission's construction and maintenance of certain facilities within the Commission's exclusive easement and the reimbursement by the Commission for the cost of the Easement and associated legal fees at an estimated cost of \$2,000.00.</p>			
MOTION: To approve Ordinance No. O-10-17.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-10-17

AN ORDINANCE REQUESTING
THE INTERGOVERNMENTAL TRANSFER OF EASEMENT RIGHTS FOR THE
CONSTRUCTION AND MAINTENANCE OF BARTLETT SUPPLY LINE
AND AUTHORIZING EXECUTION OF ASSOCIATED AGREEMENTS
(Electri-Flex Company)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, the Electri-Flex Company ("Electri-Flex") is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, Electri-Flex is willing to grant to the Commission permanent and temporary construction easements for such purposes in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration;

Ordinance No. O-10-17

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Secretary or any licensed notary is authorized and directed to attest, an Easement Agreement between the DuPage Water Commission and Electri-Flex in the form attached hereto as Exhibit A. Upon execution and attestation by the General Manager and Secretary or licensed notary, respectively, the grants of easement for the real estate described in Exhibits A of the Easement Agreement, and all things provided for in the Easement Agreement attached hereto as Exhibit A, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-10-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Acting Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 2017, by and between the DUPAGE WATER COMMISSION, a public corporation, political subdivision and unit of local government created under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq., 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 (hereinafter referred to as the "Commission"), and Electri-Flex, Company, a Delaware Corporation qualified to do business in Illinois, 222 West Central Avenue, Roselle, Illinois 60172 (hereinafter referred to as "Owner"),

WITNESSETH:

WHEREAS, Owner is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real estate shall be referred to hereinafter as the "Easement Premises;" and

WHEREAS, the Commission desires to locate a portion of its water delivery facilities in, under, along, and across the Easement Premises;

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Commission to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Owner hereby grants, conveys, warrants, and dedicates to the Commission, its successors, and assigns, a perpetual easement and right of way to

survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter (said activities hereinafter collectively referred to as "installation") water delivery facilities, together with related attachments, pipes, equipment, and appurtenances thereto (said water delivery facilities and said attachments, equipment, and appurtenances hereinafter collectively referred to as the "Facilities"), subject to the terms and conditions hereinafter set forth, in, under, along, and across the Easement Premises, together with all reasonable rights of ingress and egress across any adjoining lands of Owner necessary for the exercise of the rights herein granted. All Facilities shall be constructed below grade.

2. Owner hereby further grants to the Commission a temporary construction easement for installation of the Facilities upon, along, and across the real property described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof. Said temporary construction easement shall be used by the Commission only during periods of actual installation activity and for any necessary restoration of the Easement Premises. Said Temporary Construction Easement shall expire and be extinguished upon completion of the construction of the drainage facilities and the Commission shall prepare, execute, and record all documentation necessary to extinguish the easement. The Commission shall provide Owner with seven (7) days advance notice of the construction of the Facilities. Construction of the Facilities shall be completed within two (2) weeks from the start of same, subject to *force majeure events*.

3. The Commission agrees that installation of the Facilities shall be done and completed in a good and workmanlike manner, all at the sole expense of the Commission.

4. Upon completion of any installation, the Commission agrees to replace and grade all topsoil removed. All fences, roads, landscaping, and improvements will be restored to former condition by the Commission if disturbed or altered in any manner by installation. All sod removed will be replaced by sod of like quality and all natural grass removed will be replaced by seeding with a good quality seed.

5. To the fullest extent permitted by law, the Commission agrees that it will save and hold Owner harmless from all damages, costs, or liabilities suffered because of injury to or death of any person or persons, or damage to property, that may arise out of or as a consequence of the negligence of the Commission or its authorized agents, servants, or employees in the construction, maintenance, or repair of the Facilities.

6. Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere with the exercise by the Commission of the rights granted hereunder; provided, however, that Owner shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises, at any time whatsoever, without the express written consent of the Commission.

7. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the

parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns, and legal representatives.

8. Upon execution of this Easement Agreement, the Commission shall reimburse Owner Seventeen Hundred Dollars and No Cents (\$1,700.00) for the attorney's fees it has incurred in the negotiation of this Easement Agreement.

9. All representations and warranties contained herein shall survive the execution and recordation of this Easement Agreement and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

ATTEST:

DUPAGE WATER COMMISSION

By: _____

By: _____
John Spatz

Its: _____

Its: General Manager

ATTEST:

ELECTRI-FLEX, COMPANY

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PERMANENT EASEMENT PREMISES

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, IN LOT 11, IN FENZ ACRES, BEING A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3 (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1945 AS DOCUMENT NUMBER 479248: COMMENCING AT THE NORTHWEST CORNER OF LOT 11 AFORESAID, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 134.53 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, PERPENDICULAR TO SAID WEST LINE, 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 20.00 FEET OF LOT 11 AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

AREA = 200.00 SQUARE FEET OR 0.0046 ACRES.

EXHIBIT B

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, IN LOT 11, IN FENZ ACRES, BEING A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3 (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1945 AS DOCUMENT NUMBER 479248: COMMENCING AT THE NORTHWEST CORNER OF LOT 11 AFORESAID, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 149.53 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, PERPENDICULAR TO SAID WEST LINE, 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 20.00 FEET OF LOT 11 AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

AREA = 400.00 SQUARE FEET OR 0.0092 ACRES.

Ordinance No. O-10-17

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Spatz, personally known to me to be the General Manager of the DuPage Water Commission, a public corporation, political subdivision and unit of local government under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as General Manager of the DuPage Water Commission, as his free and voluntary act and as the free and voluntary act of said DuPage Water Commission for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of Electri-Flex Company, and _____ of said Electri-Flex Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

My Commission Expires:



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: July 11, 2017

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the July 20, 2017 Commission meeting:

June 7, 2017 to July 11, 2017 A/P Report	\$10,548,633.55
Accrued and estimated payments required before August 2017 Commission meeting	<u>1,997,185.00</u>
Total	<u>\$12,545,818.55</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 07/11/2017

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE				
Vendor: 1663	AECOM			Payable Count: (2) 38,199.51
37923152	Arc-Flash Study	06/20/2017	788.70	788.70
37934082	Transition main to service Bartlett	06/30/2017	37,410.81	37,410.81
Vendor: 1088	AMERICAN WATER WORKS ASSOCIATION			Payable Count: (1) 330.00
INV0001960	Membership renewal: Mcghee	06/30/2017	330.00	330.00
Vendor: 1516	ARAMARK REFRESHMENTS			Payable Count: (1) 113.66
8273058	Supplies	07/11/2017	113.66	113.66
Vendor: 2173	Atomatic Mechanical Services, Inc.			Payable Count: (2) 2,198.25
MA37382	Quarterly HVAC services	06/30/2017	1,973.25	1,973.25
SRV17-11971	Service call for chiller #2	06/30/2017	225.00	225.00
Vendor: 1980	BEARY LANDSCAPE MANAGEMENT			Payable Count: (4) 6,282.75
55119	LAWN MAINTENANCE: May 2017	06/13/2017	1,201.00	1,201.00
55120	LAWN MAINTENANCE: May 2017	06/27/2017	1,689.75	1,689.75
58152	LAWN MAINTENANCE: June 2017	06/30/2017	2,881.50	2,881.50
58154	TANK SITE LANDSCAPING: June 2017	06/30/2017	510.50	510.50
Vendor: 2017	BEDROCK EARTHSCAPES, LLC			Payable Count: (1) 765.00
597	SERVICE VISIT - June 2017	06/30/2017	765.00	765.00
Vendor: 1692	BRIDGEPOINT TECHNOLOGIES			Payable Count: (1) 45.00
28490	Hosting Services: July 2017	07/05/2017	45.00	45.00
Vendor: 1526	CASTLE CHEVROLET			Payable Count: (1) 207.43
105701	Vehicle Parts: 2006 Chevy Impala	06/30/2017	207.43	207.43
Vendor: 1023	CDW Government			Payable Count: (1) 93.84
JHS1687	2017 F150 Parts	06/30/2017	93.84	93.84
Vendor: 2142	CITY OF AURORA			Payable Count: (1) 50.00
189175	Microbial Analysis June 2017	06/30/2017	50.00	50.00
Vendor: 1134	CITY OF CHICAGO DEPARTMENT OF WATER			Payable Count: (2) 99,552.69
INV0001955	LEX PS REPAIRS & MAINTENANCE	06/27/2017	67,849.93	67,849.93
INV0001958	LEX PUMP STATION LABOR: May 2017	06/30/2017	31,702.76	31,702.76
Vendor: 1135	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION			Payable Count: (2) 10,336,497.60
INV0001999	WATER BILLING: June 2017	06/30/2017	4,557,595.68	4,557,595.68
INV0002001	WATER BILLING: June 2017	06/30/2017	5,778,901.92	5,778,901.92
Vendor: 1821	COLLEY ELEVATOR COMPANY			Payable Count: (1) 225.00
163172	Elevator Inspection	06/30/2017	225.00	225.00
Vendor: 1797	DANIEL J. LOFTUS			Payable Count: (1) 300.00
INV0001968	Service as Commissioner: January - June 2017	07/05/2017	300.00	300.00
Vendor: 1798	DAVID C. RUSSO			Payable Count: (1) 300.00
INV0001970	Service as Commissioner: January - June 2017	07/05/2017	300.00	300.00
Vendor: 2076	DAVID NOVOTNY			Payable Count: (1) 300.00
INV0001969	Service as Commissioner: January - June 2017	07/05/2017	300.00	300.00
Vendor: 2080	DIXON ENGINEERING, INC.			Payable Count: (1) 15,844.20
17-2231	Tank Rehab	06/30/2017	15,844.20	15,844.20

Board Open Payable Report

As Of 07/11/2017

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 1240 840457	DOOR SYSTEMS, INC. Gate #5 service call	06/30/2017	429.20	Payable Count: (1)	429.20 429.20
Vendor: 2003 6321	ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: June 2017	06/30/2017	2,902.98	Payable Count: (1)	2,902.98 2,902.98
Vendor: 1654 165563	ELECSYS CORPORATION CP Rectifier Firmware Upgrade Kit	06/30/2017	517.79	Payable Count: (1)	517.79 517.79
Vendor: 1233 00044984-00 00047000-00	Elmhurst Occupational Health Annual physical and respiratory testing Annual physical and respiratory testing	06/20/2017 06/30/2017	990.00 565.00	Payable Count: (2)	1,555.00 990.00 565.00
Vendor: 2041 001-301702076	F.E. MORAN, INC. Annual backflow preventer inspections	06/13/2017	1,445.00	Payable Count: (1)	1,445.00 1,445.00
Vendor: 2143 44442	Gas Depot Gasoline	06/30/2017	1,291.45	Payable Count: (1)	1,291.45 1,291.45
Vendor: 1166 S3303552.001	GLENBARD ELECTRIC SUPPLY, INC. Cutler Hammer 3 pole breaker	06/27/2017	82.54	Payable Count: (1)	82.54 82.54
Vendor: 1892 INV0002000	GORSKI & GOOD, LLP ATTORNEY FEE: June 2017	06/30/2017	12,555.65	Payable Count: (1)	12,555.65 12,555.65
Vendor: 2037 1795	GREEN WINDOW CLEANING SERVICES MONTHLY CLEANING: June 2017	06/30/2017	1,086.34	Payable Count: (1)	1,086.34 1,086.34
Vendor: 1068 10501621	HACH COMPANY Monthly chemicals	06/30/2017	407.00	Payable Count: (1)	407.00 407.00
Vendor: 1063 200030007	ILLINOIS SECTION AWWA Workshop: McGhee	06/27/2017	150.00	Payable Count: (1)	150.00 150.00
Vendor: 1391 9102062193	J. J. KELLER & ASSOCIATES, INC. Employment Law Subscription	06/13/2017	568.00	Payable Count: (1)	568.00 568.00
Vendor: 1923 INV0001996	JOHN NERI CONSTRUCTION COMPANY, INC. QR-10/17 Insurance and bonds	06/30/2017	5,000.00	Payable Count: (1)	5,000.00 5,000.00
Vendor: 2172 INV0001971	Joseph Broda Service as Commissioner: May - June 2017	07/05/2017	100.00	Payable Count: (1)	100.00 100.00
Vendor: 2077 INV0001972	JOSEPH FENNELL Service as Commissioner: January - June 2017	07/05/2017	300.00	Payable Count: (1)	300.00 300.00
Vendor: 1054 34796040	MCMMASTER-CARR SUPPLY COMPANY Maintenance Supplies	06/20/2017	10.51	Payable Count: (1)	10.51 10.51
Vendor: 1775 78958	MCWILLIAMS ELECTRIC COMPANY, INC QRE-7.013	06/13/2017	1,474.98	Payable Count: (1)	1,474.98 1,474.98
Vendor: 1799 INV0001973	MICHAEL R. SCHECK Service as Commissioner: January - June 2017	07/05/2017	300.00	Payable Count: (1)	300.00 300.00
Vendor: 2154 OSV00000112657	Networkfleet, Inc. Monthly Diagnostics - June 2017	06/30/2017	265.30	Payable Count: (1)	265.30 265.30
Vendor: 2126 217557	Parson Environmental Products, Inc. Manhole cover cushions	06/30/2017	241.49	Payable Count: (1)	241.49 241.49
Vendor: 1321 86851	PERSPECTIVES, LTD. Employee Assistance Services 7/1/17-9/30/17	07/05/2017	273.00	Payable Count: (1)	273.00 273.00
Vendor: 1248 803687 803688	R.A. ADAMS ENTERPRISES, INC. 2017 Ford parts 2017 Ford parts	06/30/2017 06/30/2017	429.20 5,799.29	Payable Count: (2)	6,228.49 429.20 5,799.29

Board Open Payable Report

As Of 07/11/2017

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2075 <u>INV0001974</u>	ROBERT GANS Service as Commissioner: January - June 2017	07/05/2017	300.00	Payable Count: (1)	300.00 300.00
Vendor: 1302 <u>72084</u>	SIR SPEEDY PRINTING AND MARKETING SERVICES Copies of quick response contract	06/30/2017	220.07	Payable Count: (1)	220.07 220.07
Vendor: 1043 <u>287578</u>	SOOPER LUBE Vehicle Maint: M153835	06/30/2017	43.95	Payable Count: (1)	43.95 43.95
Vendor: 1040 <u>874249</u> <u>875890</u> <u>877562</u>	SPECIALTY MAT SERVICE MAT SERVICE: 6/1/17 MAT SERVICE: 6/15/17 MAT SERVICE: 6/29/17	06/30/2017 06/30/2017 06/30/2017	144.41 144.41 144.41	Payable Count: (3)	433.23 144.41 144.41 144.41
Vendor: 1121 <u>INV0001967</u>	SPI ENERGY GROUP Electrical consulting service: D-001-009	06/30/2017	1,690.00	Payable Count: (1)	1,690.00 1,690.00
Vendor: 2163 <u>7199105</u>	Sterling Talent Solutions Background checks	06/27/2017	361.94	Payable Count: (1)	361.94 361.94
Vendor: 1123 <u>17-2137</u>	THOMPSON ELEVATOR INSPECTION SERVICE, INC. Elevator inspection	06/30/2017	55.00	Payable Count: (1)	55.00 55.00
Vendor: 2029 <u>0000250008</u>	TREE TOWNS IMAGING & COLOR GRAPHICS Pipeline blueprint copies	06/30/2017	11.40	Payable Count: (1)	11.40 11.40
Vendor: 1282 <u>INV0001923</u>	U S POSTAL SERVICE (POSTAGE-BY-PHONE) Postage Meter Reimbursement	06/13/2017	2,400.00	Payable Count: (1)	2,400.00 2,400.00
Vendor: 1047 <u>103003231-1</u>	UNITED RADIO COMMUNICATIONS 2017 Ford 2-way radio install	06/30/2017	247.98	Payable Count: (1)	247.98 247.98
Vendor: 1300 <u>101118906</u>	VOSS EQUIPMENT, INC. Repairs to forklift	06/30/2017	2,603.66	Payable Count: (1)	2,603.66 2,603.66
Vendor: 2096 <u>INV0001975</u>	William A. Fates Service as Treasurer: July 2017	07/05/2017	1,666.67	Payable Count: (1)	1,666.67 1,666.67
Vendor: 2028 <u>INV15585</u>	ZOBRIO Support for image backup of SQL server	06/30/2017	110.00	Payable Count: (1)	110.00 110.00
Payable Account 01-211000				Payable Count: (63)	Total: 10,548,633.55

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	63	10,548,633.55
Report Total:	63	10,548,633.55

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	63	10,548,633.55
Report Total:	63	10,548,633.55

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-17-17
Board Meeting Date: July 20, 2017

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
52,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
21,000.00	City of Chicago - Repairs & Maintenance			
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			
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			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
5,000.00	Gorski & Good			
1,500.00	Rory Group			
6,000.00	John J. Millner & Assoc			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Lafin - Security			
1,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
255.00	City of Elmhurst - Wireless Radio			
20,000.00	Irth Solutions			
600.00	Avalon - Diesel Fuel Additives			
800.00	Chicago Tribune - Legal Notice			
500.00	Cintas - Safety Supplies			
50.00	Computer Discount Warehouse - NIC for Vmware			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-17-17
Board Meeting Date: July 20, 2017

500.00	Comsearch - Frequency Protection
200.00	EH Wachs - Valve Extension Assembly
900.00	Elecsys - Repair Modems
150.00	Fastenal - Meter Station Supplies
650.00	Five Star - Quattro Gas Monitor
1,500.00	Gas Depot - Gasoline
1,000.00	Green Window - Window Cleaning
2,200.00	Hach - Meter Station Supplies
400.00	HD Supply - Pipeline Supplies
17,500.00	Julie - Utility Locates
600.00	Kara - Paint
50.00	LF George - Pipeline Supplies
2,700.00	Mettler Toledo - Tank Scal Calibration
1,600.00	Neenah - Manhole Parts
600.00	Office Depot - Office Supplies
5,500.00	Patten - Generator Maintenance/Service
2,200.00	Pure n Natural - Dehumidifiers
50.00	Royal Graphic - Business Cards
100.00	Sooper Lube - Vehicle Maintenance
300.00	Staples - Office Supplies
4,000.00	SwansonFlo - Smart Flow Transmitters
600.00	Tech Conferences - SharePoint Fest
2,700.00	Thomas Pump - Sump Pumps
300.00	Transcat - Voltage Detectors Testing
4,000.00	Unified Power - UPS Battery
8,000.00	Unified Power - Annual UPS Agreement
40,000.00	AECom - Electrical Safety Requirements
50,000.00	Dixon Engineering - Tank Rehab Engineering
1,147,105.00	Era-Valdivia - Tank Rehab
21,000.00	John Neri - QR 10/13
<u>1,997,185.00</u>	



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: August 8, 2017

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the August 17, 2017 Commission meeting:

July 12, 2017 to August 8, 2017 A/P Report	\$10,408,482.13
Accrued and estimated payments required before September 2017 Commission meeting	<u>1,120,630.00</u>
Total	<u>\$11,529,112.13</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 08/08/2017

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 1663 37942562	AECOM Transmission Main to serve Bartlett	07/26/2017	17,062.00	Payable Count: (1)	17,062.00 17,062.00
Vendor: 2173 MA37735	Atomatic Mechanical Services, Inc. HVAC Services	08/08/2017	1,973.25	Payable Count: (1)	1,973.25 1,973.25
Vendor: 1802 BT1138418	BAKER TILLY VIRCHOW KRAUSE, LLP PROFESSIONAL SERVICES 6/27/17-7/19/17	07/31/2017	2,574.00	Payable Count: (1)	2,574.00 2,574.00
Vendor: 2017 609	BEDROCK EARTHSCAPES, LLC SERVICE VISIT - July 2017	07/31/2017	765.00	Payable Count: (1)	765.00 765.00
Vendor: 1692 28615	BRIDGEPOINT TECHNOLOGIES Hosting Services August 2017	08/03/2017	45.00	Payable Count: (1)	45.00 45.00
Vendor: 1332 6344263	CASSIDY TIRE & SERVICE Emergency Road Service for flat tire	07/26/2017	236.00	Payable Count: (1)	236.00 236.00
Vendor: 2142 189616	CITY OF AURORA Microbial Analysis July 2017	07/31/2017	50.00	Payable Count: (1)	50.00 50.00
Vendor: 1134 INV0002031 INV0002072	CITY OF CHICAGO DEPARTMENT OF WATER LEX PUMP STATION LABOR: June 2017 LEX PS REPAIRS & MAINTENANCE	07/26/2017 07/31/2017	33,899.02 17,423.40	Payable Count: (2)	51,322.42 33,899.02 17,423.40
Vendor: 1135 INV0002073	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: July 2017	07/31/2017	10,297,293.60	Payable Count: (1)	10,297,293.60 10,297,293.60
Vendor: 1821 163361	COLLEY ELEVATOR COMPANY Repairs to elevator	07/26/2017	490.00	Payable Count: (1)	490.00 490.00
Vendor: 1189 1056438	DREISILKER ELECTRIC MOTORS, INC. Motor Testing	07/31/2017	459.38	Payable Count: (1)	459.38 459.38
Vendor: 2003 6362	ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: July 2017	07/31/2017	2,002.98	Payable Count: (1)	2,002.98 2,002.98
Vendor: 1097 41633 41670	ELMHURST PLAZA STANDARD INC. Vehicle Maint: M169815 Vehicle Maint: M78556	07/26/2017 08/08/2017	889.64 50.10	Payable Count: (2)	939.74 889.64 50.10
Vendor: 2053 83312	EQUIPSOLUTIONS Tank temperature sensor weights	07/31/2017	132.52	Payable Count: (1)	132.52 132.52
Vendor: 2143 46007-1	Gas Depot Gasoline	07/31/2017	1,471.98	Payable Count: (1)	1,471.98 1,471.98
Vendor: 1068 10545601 10547985 10562013	HACH COMPANY Monthly Chemicals Monthly Chemicals Replace laboratory standards and calibration kit	07/26/2017 07/26/2017 07/31/2017	407.00 320.89 741.77	Payable Count: (3)	1,469.66 407.00 320.89 741.77
Vendor: 1197 H523258	HD SUPPLY WATERWORKS, LTD. Meter Station Supplies	07/31/2017	280.00	Payable Count: (1)	280.00 280.00
Vendor: 1054 42047495 42412453	MCMMASTER-CARR SUPPLY COMPANY Maintenance Supplies Maintenance Supplies	07/31/2017 08/08/2017	89.80 98.50	Payable Count: (3)	619.21 89.80 98.50

Board Open Payable Report

As Of 08/08/2017

Payable Number	Description	Post Date	Payable Amount		Net Amount
<u>42419578</u>	Meter Station Supplies	08/08/2017	430.91		430.91
Vendor: 1194 <u>IV757074</u>	MK BATTERY Batteries	08/08/2017	216.71	Payable Count: (1)	216.71 216.71
Vendor: 2154 <u>OSV000001152415</u>	Networkfleet, Inc. Monthly Diagnostics: July 2017	07/31/2017	265.30	Payable Count: (1)	265.30 265.30
Vendor: 1395 <u>949168728001</u> <u>949746920001</u>	OFFICE DEPOT Office Supplies Office Supplies returned	08/08/2017 08/08/2017	258.76 -11.96	Payable Count: (2)	246.80 258.76 -11.96
Vendor: 2026 <u>INV201929268</u>	ONYX Office Supplies	08/08/2017	271.59	Payable Count: (1)	271.59 271.59
Vendor: 1059 <u>000000020-S045</u>	RED WING SHOE STORE Safety Shoes: Wegner	07/26/2017	203.99	Payable Count: (1)	203.99 203.99
Vendor: 1118 <u>48375</u>	REGIONAL TRUCK EQUIPMENT CO. Vehicle Maint: M78556	08/08/2017	118.00	Payable Count: (1)	118.00 118.00
Vendor: 1040 <u>879201</u> <u>880850</u> <u>881130</u>	SPECIALTY MAT SERVICE MAT SERVICE: 7/13/17 MAT SERVICE: 7/27/17 Shop rags	07/31/2017 07/31/2017 07/31/2017	144.41 144.41 350.00	Payable Count: (3)	638.82 144.41 144.41 350.00
Vendor: 1121 <u>INV0002052</u>	SPI ENERGY GROUP Electrical Consulting Services	07/31/2017	780.00	Payable Count: (1)	780.00 780.00
Vendor: 2163 <u>7218320</u>	Sterling Talent Solutions Background Check	07/26/2017	93.06	Payable Count: (1)	93.06 93.06
Vendor: 1223 <u>146145</u> <u>146999</u>	SUBURBAN LABORATORIES, INC. BAC-T Sample Analysis BAC-T Sample Analysis	07/26/2017 07/31/2017	499.00 30.00	Payable Count: (2)	529.00 499.00 30.00
Vendor: 1080 <u>025-195880</u>	TYLER TECHNOLOGIES, INC Maintenance: 9/1/17-8/31/18	08/03/2017	3,051.36	Payable Count: (1)	3,051.36 3,051.36
Vendor: 1300 <u>101119519</u> <u>101119520</u>	VOSS EQUIPMENT, INC. PM's for forklift and Cushman utility vehicle PM's for forklift and Cushman utility vehicle	07/26/2017 07/26/2017	187.00 223.50	Payable Count: (2)	410.50 187.00 223.50
Vendor: 2127 <u>18510</u>	Windy City Electric Co. QRE-7.012	07/31/2017	22,470.26	Payable Count: (1)	22,470.26 22,470.26
Payable Account 01-211000				Payable Count: (42)	Total: 10,408,482.13

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	42	10,408,482.13
Report Total:	42	10,408,482.13

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	42	10,408,482.13
Report Total:	42	10,408,482.13

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-21-17
Board Meeting Date: August 17, 2017**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
52,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
21,000.00	City of Chicago - Repairs & Maintenance			
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			
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			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Gorski & Good			
1,500.00	Rory Group			
6,000.00	John J. Millner & Assoc			
10,000.00	Sikich			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Labin - Security			
600.00	Red Wing - Uniforms			
300.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
255.00	City of Elmhurst - Wireless Radio			
140,000.00	Alvira J. Henrici Trust - Easement			
2,000.00	Ariano Hardy Ritt Nyuli Richmond Lytle & Goettel P.C. - Easement Legal			
60,000.00	Evangel Assembly of God Church - Easement			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-21-17
Board Meeting Date: August 17, 2017**

2,000.00 Michael E. Kelley - Easement Legal
2,000.00 Clingen Callow & McLean, LLC - Easement Legal
3,000.00 Beary - Tank Site and Landscaping for July
1,100.00 DLT - AutoDesk Infrastructure Design
1,000.00 Green Window - Window Cleaning
500.00 Irthnet - Conference
300.00 MK Battery - Batteries
5,000.00 NovaLynx - Standpipe Temperature Sensors
600.00 Red Wing - Safty Shoes
50.00 Ring-O-Matic - Pipeline Supplies
50.00 Suburban Laboratories - Sample Analysis
300.00 Staples - Office Supplies
50,000.00 AECOM - Electrical Safety Requirements
50,000.00 Dixon Engineering - Tank Rehab Engineering
95,000.00 John Neri - Route 53 repairs
6,000.00 Rossi - Insurance and bonds
23,000.00 Windy City - QRE-7.012


1,120,630.00



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: August 10, 2017

SUBJECT: June 2017 Invoice

I reviewed the Gorski & Good, LLP (Schriott, Luetkehans & Garner) June 2017 invoice for services rendered during the period June 1, 2017 – June 30, 2017 and recommend it for approval. This invoice should be placed on the August 17, 2017 Commission meeting accounts payable.

June 2017
Gorski & Good /
(Schriott, Luetkehans & Garner)


CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$9,880.00	49.4	\$200.00	Luetkehans (18.3 @ \$200/hr.) Garner (3.2 @ \$200/hr.) Armstrong (27.9 @ \$200/hr.)	various (meetings, conference calls, review correspondence, easement agreement, and attend Board meeting)
Misc:	<u>\$2,675.65</u>				
	<u>\$12,555.65</u>	<u>49.4</u>	<u>\$200.00</u>		



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: August 10, 2017

SUBJECT: July 2017 Invoice

I reviewed the Gorski & Good, LLP (Schrott, Luetkehans & Garner) July 2017 invoice for services rendered during the period July 1, 2017 – July 31, 2017 and recommend it for approval. This invoice should be placed on the August 17, 2017 Commission meeting accounts payable.

July 2017
 Gorski & Good /
 (Schirott, Luetkehans & Garner)


CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$2,800.00	14	\$200.00	Luetkehans (7.60 @ \$200/hr.) Garner (1.8 @ \$200/hr.) Armstrong (4.6 @ \$200/hr.)	various (meetings, conference calls, review correspondence and agreements)
Misc:	<u>\$0.00</u>	<u> </u>	<u> </u>		
	<u>\$2,800.00</u>	<u>14</u>	<u>\$200.00</u>		



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz 
General Manager

DATE: August 10, 2017

SUBJECT: May 2017 Invoice

I reviewed the Storino Ramello & Durkin May 2017 invoice for services rendered during the period May 1, 2017 – May 31, 2017 and recommend it for approval. This invoice should be placed on the August 17, 2017, Commission meeting accounts payable.

May 2017
Storino Ramello & Durkin

CATEGORY	<u>FEES</u>	<u>TOTAL HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
M. Durkin	\$2,019.60	9.18	\$220.00	M. Durkin (0.75 @ \$220/hr.)	various items relating to Collective Bargaining Unit Local Union 399
A. Durkin	\$0.00	0.00	\$200.00	A. Durkin (0.00 @ \$200/hr.)	
M. Wolf	\$0.00	0.00	\$200.00	M. Wolf (0.00 @ \$200/hr.)	
	<u>\$2,019.60</u>	<u>9.18</u>			